Highfield Investment Group Inc

PO Box 927

Okotoks AB T1S 1A9

(403) 652-1185

GST# 86161 3974

**Stallion Season Contract for 2018**

**Stallion: Exhi**

This agreement made and entered into, by, and between the seller, **Highfield Investment Group Inc**, and the purchase **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**

1. The purchaser agrees to breed the thoroughbred mare **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

born in **\_\_\_\_\_\_\_\_** by the sire **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** and out of the dam **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** and the purchaser further agrees to pay the seller the balance of **$3,000.00 plus GST**, when said mare produces a live foal which can stand and nurse. In the event said mare proves not to be in foal, or does not produce a foal which can stand and nurse, this contract shall become null and void.

2.The purchaser further agrees that the said mare shall be healthy and in sound

breeding condition and shall furnish a veterinary certificate to that effect if

requested by the seller. It is further agreed that the seller reserves the right to

refuse breeding said mare to the stallion, if and when, in the opinion of a qualified

veterinarian, such breeding would be detrimental to the health and welfare of said

stallion. The purchaser also agrees that Highfield SF Ltd. veterinarian may

palpate said mare and that the purchaser agrees to pay the fee for such service or

any other veterinary charges that the farm manager may deem necessary.

3.If, after the breeding, the mare should die or become unfit or unable to breed,

purchaser shall submit a satisfactory veterinary certificate attesting to this fact

within seven (7) days of determination by the attending veterinarian. Upon receipt

and approval of said veterinary certificate, accompanied by purchasers request to

be released from this agreement, seller will release purchaser from this agreement,

and will so notify purchaser. If, after this release, the mare is subsequently bred to

any other stallion in the same breeding year without the seller’s written

permission, purchaser agrees to immediately pay seller the stud fee hereinabove

set out without regard to any other terms or waivers herein set forth.

4.In the event said mare is sold or changes ownership, said balance of stallion fees,

if unpaid, shall immediately become due and payable and no refund will be due to

anyone under any circumstances. This contract shall not be assigned or transferred to any

to any other person. 5.It is further agreed that should said stallion die, or be sold, or become unfit for

service before servicing said mare, or should said mare die, or become unfit for

breeding, this contract shall be null and void.

6.It is further agreed that neither purchaser, seller, employees, owners, nor guests,

shall be held liable or responsible to either party for any disease, accident, or

injury, to said mare or stallion.

7.It is understood that the stallion service certificate will not be issued by the seller

until the service has been paid in full.

8.Purchaser shall pay the sum of two percent (2%) per month as an interest charge

(24% annual percentage rate) on any payment which remains unpaid for 30 days

past the due date as agreed herein, unless limited by applicable law, and if so

limited then interest at the maximum rate allowed by law. If upon default of

purchaser, collection of the sums hereunder is turned over to the seller’s attorney,

purchaser agrees to pay costs and reasonable attorneys’ fees incurred by seller to

the fullest extent allowable by law.

9.It is agreed the purchaser shall pay board and veterinary charges before said mare

is released from Highfield SF Ltd.

10.In order to secure payment of the breeding fee provided herein, Purchaser grants

the seller a security interest in the foal to be produced. Purchaser further grants

the seller a security interest in the stallion service certificate applicable to the foal

produced as a result of the breeding season sold herein.

11.To be valid and binding, this contract must be signed by both the purchaser and

the seller.

**Purchaser: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**Home Ph: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**Seller: Highfield Investment Group Inc**

**PO Box 927 Okotoks, AB Canada T1S 1A5**

**(403) 652-1185**

**SIGNED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SIGNED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Accepted this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 2018**

Please sign and return this contract. No mare will be covered without a signed contract on

file. Thank you for your support.