



Stallion Service Agreement

This agreement is entered into this day _____ of _____, 20____ by and between

Peak View Animal Hospital.

Stallion Owner: _____

(Hereafter referred to Stallion Owner)

Owner Address: _____

Phone Number: _____ Home _____ Cell _____
_____ Fax _____

Email Address: _____

Agent: _____

Phone Number: _____ Home _____ Cell _____

Peak View Animal Hospital agrees to provide services selected below for the Stallion identified here.

Registered Name & Number: _____

Barn Name: _____

Breed: _____ **Age:** _____ **Color:** _____

Insurance Agency: _____

Type of Insurance: _____

Contact Phone, etc.: _____

Services & Fees: (Fees' apply for Stallions not standing with PVAH.)

- Stallion Management—Artificial Insemination
- Stallion Breeding Soundness Exam.....\$375.00
- Stallion Training to collect semen.....\$425.00
- Semen Collection, Analysis, Dump..... \$150.00(if trained to collect)
- Stallion Collection (clean out).....\$150.00(if trained to collect)
- Semen Extender & Test Cool Evaluation 24/48 HR..... \$105.00(if trained to collect)
- Semen Collection, Evaluation and Insemination\$225.00 (if trained to collect)
- Semen Collection, Evaluation & Packaging for Pick-Up (Mare provides shipping container).....\$200.00
- Purchase Disposable Shipping Container..... \$50.00
- Semen Collection Evaluation, Packaging and shipping via Fed-Ex.....\$425.00(if trained to collect)
- 1 Page on PVAH website Jan. thru Dec. (Stallion must be Standing with PVAH).....\$80.00

Board Care:

- Stallion Management Board.....\$750.00/month
- Daily Stallion Board..... \$25.00/day
- Stall only Charge..... \$30.00/day

*Stallion board includes daily turn out, blanketing when needed with owner provided blankets, and owner provided supplements.

Freezing Semen/Storage Fees:

- Semen Freezing.....\$480.00 per ejaculate (Stallion must be cleaned out)
- Storage \$16.00 per 250 Straw increments-monthly
 - Approximant # of straws wanted
 - Actual # of straws frozen

Terms and Conditions

1. The person signing this Contract represents and warrants that he/she/it is the true and lawful owner of the stallion or frozen semen, or if not the owner, then has actual authority to act as Owner’s agent for purposes of entering into this contract, and to make any and all decisions regarding the animal and its veterinary care. The signatory shall be fully responsible for all charges incurred under this Contract and shall indemnify, defend, and hold harmless PVAH from any and all claims of every kind and nature, arising as a result of or in connection with this Contract (including any claim that such person lacked the right or authority to execute this Contract on behalf of the true owner). All references in this Contract to the Stallion or Frozen Semen shall be deemed binding upon the person signing this Contract and the owner of the Stallion or Frozen Semen.
(Hereinafter, individually and collectively referred to as the Stallion or Frozen Semen Owner).
2. Stallion or Frozen Semen Owner agrees that during the period PVAH is in possession of the Stallion, good equine practice may suggest and/or require the Stallion be vaccinated, dewormed, and feet trimmed or shod. Therefore, during the term of this Contract, the Stallion Owner hereby grants to PVAH the right and authority, based upon its independent judgement, to administer routine preventative medicine and to have the Stallion trimmed or shod at any time by a farrier selected by PVAH. The Stallion Owner shall pay/reimburse PVAH for the cost thereof upon invoice as set forth in section 6 below.
3. The Stallion/Frozen Semen Owner hereby releases and shall indemnify and hold PVAH harmless from any claim, demand or loss arising from any disease, injury or death in the Stallion/Frozen Semen arising out of any undertaking by PVAH under the terms of this provision. Further, Stallion/Frozen Semen Owner shall exonerate, protect, indemnify, defend, and hold harmless PVAH, and its Lessor(s) , from and against any and all liabilities, expenses, claims, fines, penalties, costs, attorney’s fees, and damages of every kind (including, without limitation, those arising out of or attributed, directly or indirectly, to or resulting from any and all negligent acts or omissions of Stallion/Frozen Semen Owner, or of any person while under Stallion/Frozen Semen Owner’s possession or control, whether caused by the sole negligent acts or omissions of Lessee or by the concurrent negligent acts or omissions of Lessee), arising out of or attributed, directly or indirectly, to the use, possession, transportation, (including transportation, delivery and pick up by PVAH or Lessor), conditions, or storage of the stallion, frozen semen, irrespective of the legal theory upon which any such claim or suit maybe based. This indemnification shall extend to the successors and assigns of PVAH and PVAH Lessor.

WARNING:

Under Colorado Law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to section 13-21-119, Colorado Revised Statutes

4. IF PVAH IS ACTING AS THE “STALLION MANAGER”

- a.** The Stallion Manager is employed as an independent contractor-the parties do not intend to create a joint venture partnership, or any other relationship.
- b.** A Breeding Soundness Exam (BSE) including a test-cooling of the semen is to be performed on the Stallion by the Stallion Manager at cost to the Stallion Owner to evaluate potential fertility, determine spermatozoal motility after cooling and estimate the number of mares that may be bred during a breeding season.
- c.** PVAH, only agrees to enter into this management agreement if results of the aforementioned BSE are satisfactory and stallion is deemed by PVAH to be a “potentially satisfactory breeder”.
- d.** The Stallion Owner is responsible for advertisement of the Stallion and all associated costs.
- e.** During the term of this agreement, the Stallion will stand at the Peak View Animal Hospital, 1750 County Rd JJ, Fowler, Colorado, 81039. The Stallion will be bred by AI or live cover (TB) to mares On-Site during an annual season commencing on or about April 1st and ending on or about July 1th, 2016, unless arrangements have been made well in advance, with specific dates to be determined by the Stallion manager. Semen collection services for shipped semen will be provided Feb 1st through July 1st, 2016 on Monday thru Saturday only.
- f.** The Stallion Owner will provide all information required for registration by the appropriate breed associations. PVAH shall make every effort to provide semen or breed mares booked to the Stallion at an appropriate time.
- g.** PVAH will make every attempt to deliver transported cooled/frozen semen timely and in good condition, however, Stallion Owner acknowledges that PVAH cannot guarantee delivery within a specific time period, nor that the cooled/frozen semen will safely reach the insemination destination without losing some of its integrity, quality or characteristics.
- h.** The Stallion Manager will maintain appropriate records relating to the breeding of the Stallions and furnish the Stallion Owner with a report on or before October 30th of the breeding activity of the Stallion from the preceding breeding season.
- i.** All stallions must be accompanied by a health certificate indicating current vaccinations for Equine influenza, EVA3, Tetanus, Sleeping Sickness, Rhinopneumonitis, and Strangles upon arrival at Breeding Facility. If vaccination report does not accompany stallion, stallion will be vaccinated shortly after arrival at the Stallion Owners expense.

5. FOR FROZEN SEMEN STORAGE:

- a.** PVAH agrees to store frozen semen from said Stallion.
- b.** No more than 4 straws from each collection will be retained for quality control, including cultures post thaw.
- c.** Beginning the first day that semen has been stored, storage fees will be applied. Billing will occur before semen has been stored. Bills will be generated in January of every year or at the time storage begins.
- d.** PVAH will attempt to maintain storage costs at current prices. PVAH reserves the right to adjust prices accordingly as material costs increased or storage procedure changes. Semen Owner will be notified of price increases in writing.
- e.** Semen owner agrees to pay all charges associated with shipment of semen and/or testes to/from PVAH. The Semen Owner also agrees to pay any express mail courier/airline shipping charges, courier service charges, and return freight charges.
- f.** PVAH shall make every effort to maintain the frozen semen in proper storage conditions pursuant to this agreement. The Semen Owner agrees to assume all responsibility for the Frozen Semen and shall bear all risk of loss or damage to the Frozen Semen, whether by loss, infection, theft or otherwise and by any cause whatsoever, and agrees to hold PVAH (or any person employed by or associated with PVAH) harmless on any and all damages associated.
- g.** When invoices are not paid to PVAH for 30 days a letter will be sent to Semen Owner requesting that semen billing is brought current. Stallion semen will be destroyed 30 days from date of letter whether or not received/accepted by Semen Owner if account is not paid in full.

6. Stallion/Frozen Semen Owner agrees to pay all charges in full before removing the stallion, frozen semen. At least one-week notice must be given prior to departure of the stallion, frozen semen to allow preparation of required paperwork. The Stallion/Frozen Semen Owner is required to make transportation arrangements for stallion/frozen semen between the hours of 8am to 5pm Monday through Friday, unless previous arrangements have been made well in advance.
7. Stallion, Frozen Semen will not be released if insufficient notice is given or the bill is not paid prior to departure.
8. All invoices balances are payable within 30 days of monthly or final invoice. AFTER 30 DAYS FROM BILLING DATE, A \$25.00 HANDLING FEE AND INTEREST OF 4.0% PER MONTH ON THE OUTSTANDNG BALANCE WILL BE ASSESSED. Peak View Animal Hospital reserves the right to refuse or suspend service when any of the Stallion/Frozen Semen Owner's accounts with PVAH is past due. The Stallion/Frozen Semen Owner agrees to pay all costs and reasonable attorney fees incurred by PVAH in attempting to collect any outstanding balance. The Stallion/Frozen Semen Owner acknowledges lien rights of PVAH pursuant to C.R.S. 38-20-203 and hereby irrevocably grants a lien as described therein to PVAH for purposes of securing payment on Stallion/Frozen Semen Owner's account(s).
9. Stallion/Frozen Semen Owner is responsible for any insurance desired on the Stallion and/or Frozen Semen. PVAH does not provide insurance.
10. Stallion/Frozen Semen Owner is responsible for parentage testing of any foal.
11. Stallion/Frozen Semen Owner is responsible for a Breed Registry rules and regulations including, but not limited to, brand inspections required by law. Stallion/Frozen Semen Owner shall promptly furnish proof of ownership, breed registry and brand inspection upon request by PVAH. The Stallion/Frozen Semen Owner hereby releases, protect, exonerate and shall indemnify and hold PVAH or any person employed by or associated with, harmless from any claim, said stallion's semen or resulting foal from said stallion does not DNA, Parentage Verification true to Breed Registry rules or for any other reason.
12. If at any time PVAH determines, in its sole judgment and discretion, that the Stallion needs to be transferred to the Veterinary Hospital for medical or surgical treatment, the Stallion Owner is responsible for all charges. These charges are to be billed separately by the Veterinary Hospital and must be paid in full before the animal can be returned back to PVAH. PVAH will make reasonable efforts to contact Stallion Owner in the event that such transfer is required; however, if Stallion Owner cannot be immediately reached, Stallion Owner hereby authorizes PVAH to initiate such transfer, care and treatment. This horse is/is not considered a surgical candidate in the event, of colic or serious illness/accident.
(Check one) _____ IS _____ IS NOT
13. This contract is non-transferable. If the Stallion/Frozen Semen is sold, all unpaid fees become immediately due and payable and no refunds will be made. This Contract is subject to the laws of the State of Colorado.
14. PVAH reserves the right to discontinue service at its discretion and to terminate this Contract upon 10 days' notice to Stallion/Frozen Semen Owner.
15. Each party agrees to comply with all applicable federal, state and local laws, codes regulations, rules, and orders. This Contract shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the District Court in and for the City of La Junta and County of Otero, Colorado. If it is determined that a brand inspection ticket is required in order to authorize any transfer or transport of animals under this Contract, Stallion/Frozen Semen Owner hereby authorizes and appoints PVAH to execute any required documents on Stallion/Frozen Semen Owner's behalf.
16. Stallion/Frozen Semen Owner will be considered in default of its obligations under this Contract if Stallion/Frozen Semen Owner fails to remit any payment within 30 days after invoice or otherwise fails to observe to comply with, or to perform any term, condition, or covenant contained in this Contract and such failure continues for 10 days after PVAH gives Stallion/Frozen Semen Owner

written notice thereof. In the event of default by Stallion/Frozen Semen Owner, PVAH may terminate this Contract as of the date specified in the notice, without prejudice to any other right or relief provided by law. Jurisdiction and venue for any action to enforce this Contract, or for damages or any other relief arising from or in connection with it, shall lie exclusively in the District Court in and for the County of Otero, State of Colorado.

17. This Contract constitutes the entire Contract between the parties and supersedes any previous contracts, understandings, or Contracts of the parties, whether oral or written, concerning the subject matter of this Contract. No services other than those expressly stated in this Contract will be provided by PVAH without an express, written and signed amendment to this Contract. In the event, the Stallion needs to be transferred to the Veterinary Hospital (VH) for emergency medical or surgical treatment PVAH will make every attempt to contact the Owner or the authorized emergency contact. If contact attempts are unsuccessful, I _____ authorize PVAH to act as temporary agent on my behalf. I also authorize any medical and/or financial information from the VH be released to PVAH.

Stallion Owner/Agent _____ Date: _____

IN WITNESS WHEREOF the Parties have executed this Contract as of the day and year set forth first above.

Signature of Stallion/Frozen Semen Owner/Agent

Print Name APPROVED: _____ Date: _____
Signature of PVAH Authorized Representative Agent

Address of Stallion/Frozen Semen Owner

City, State Zip Code

Peak View Animal Hospital
1750 County Rd JJ
Fowler, CO 81039
719-263-4321
www.peakviewanimalhospital.com

Phone number of Stallion/Frozen Semen Owner/Agent

Breeding Facility accept payments by (check payment type):

check money order Visa Master Card Discover Card

Credit Card Number: _____ - _____ - _____ - _____

Expiration Date: ____/____

Cardholder's Signature _____

Authorization Code (last three numbers from back of card) _____

Credit card charges will be charged a service fee of 4% of total credit charge. An insufficient funds fee of \$50.00 will be charged on all returned checks.

Thank You for choosing Peak View Animal Hospital. We look forward to working with you and your Stallion.