



STALLION BREEDING CONTRACT & CLIENT INFORMATION

20__ Season

STALLION INFORMATION

Arrival date: _____ Departure date: _____ Halter/Equipment: _____
Registered Name of horse: _____ Barn Name: _____
Breed: _____ Registration #: _____ Age: _____ Color: _____
If insured, insurance agency/contact information: _____

OWNER INFORMATION

Owner: _____ Phone #'s _____

In case of emergency, please provide a secondary contact name who can authorize veterinary medical or surgical treatment: Name _____ Phone #'s _____

DESIRED SERVICES:

- ____ Semen collection & processing for fresh and/or cooled semen
____ Semen collection & processing for freezing
____ Frozen semen storage
____ Training for semen collection/evaluation/processing

HEALTH CONSIDERATIONS

Prior to transport to our facilities, all horses are required to be vaccinated for the following diseases. Please note approximate date of last vaccination, vaccines needed upon arrival, and vaccines you do not want given. If no vaccination history is provided, horse will be vaccinated upon arrival at Owner's expense.

Eastern and Western Equine Encephalitis	Date: _____	West Nile Virus	Date: _____
Tetanus	Date: _____	Strangles (<i>Streptococcus equi.</i>) optional	Date: _____
Rhinopneumonitis	Date: _____	Last Deworming (Type/Brand)	Date: _____
Influenza	Date: _____	Equine Viral Arteritis optional	Date: _____

Please fill in the following information to help us in managing your horse. We require disclosure of any medical conditions that could affect management of the horse before acceptance of the horse at our facilities.

Medical Problems: _____

Current Treatments: _____

Management Considerations: _____

Special Dietary Needs: (standard diet is grass and/or alfalfa hay; individually labeled/bagged supplements may be provided by owner) _____

We highly recommend your stallion come to our facility with hooves trimmed and/or shoes on to prevent horse from becoming sore while on site. Farrier Services will be performed as deemed necessary by our staff. Please note any special instructions for farrier if needed, as well as last farrier date:

____ Initial here to confirm notice of \$20 charge for handling stallion for farrier work in addition to farrier's charges.

____ Initial here if farrier work is declined; Rising C/PRVHS will not be held liable for lameness or other issues due to poor hoof condition; owner may be asked to remove horse from premises if lameness persists or worsens during the time he is here.

TERMS AND CONDITIONS

This agreement is entered into this _____ day of _____, 20____, by and between Rising C Stallion Station and/or Powder River Veterinary Hospital & Supply, PC (hereafter referred to as Rising C/PRVHS), and the Stallion Owner/Frozen Semen Owner identified on page 1 above.

1. The person signing this Contract represents and warrants that he/she is the **true and lawful owner** of the stallion, 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 Rising C/PRVHS 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 Owner shall be deemed binding upon the person signing this Contract and the owner of the stallion (hereinafter, individually and collectively referred to as the stallion Owner).

2. Stallion Owner agrees that during the period Rising C/PRVHS 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 Rising C/PRVHS the right and authority, based upon its independent judgment, to administer **routine preventative medicine** and to have the Stallion trimmed or shod at any time by a farrier selected by Rising C/PRVHS. The Stallion Owner shall pay/reimburse Rising C/PRVHS for the cost thereof upon invoice as set forth in section 7 below.

****Rising C/PRVHS strongly encourages all stallions to be tested for EVA (Equine Viral Arteritis), and vaccinated for EVA annually. Stallion owner is responsible for any and all charges related to testing and vaccination.****

3. The Stallion Owner hereby releases and shall **indemnify and hold Rising C/PRVHS harmless** from any claim, demand or loss arising from any disease, injury or death to the Stallion/Frozen Semen arising out of any undertaking by Rising C/PRVHS under the terms of this Contract. Further, the Stallion Owner/Frozen Semen Owner shall exonerate, protect, indemnify, defend, and hold harmless Rising C/PRVHS, 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 the Stallion Owner/Frozen Semen Owner, whether caused by the sole negligent acts or omissions of Stallion Owner/Frozen Semen Owner or by the concurrent negligent acts or omissions of Stallion Owner/Frozen Semen Owner), arising out of or attributed, directly or indirectly, to the use, possession, transportation (except for transportation, delivery and pick up by Rising C/PRVHS or Lessor), condition, or storage of the Stallion or Stallion's semen, irrespective of the legal theory upon which any such claim or suit may be based. This indemnification shall extend to the successors and assigns of Rising C/PRVHS.

a. Stallion/Frozen Semen Owner hereby releases and shall indemnify and hold Rising C/PRVHS harmless from any claim, demand or loss arising from transport or transport regulations. Stallion/Frozen Semen Owner is responsible for knowledge and adherence to guidelines for intrastate, interstate, and/or international movement or export of mare/pregnant recipient/foal/stallion/embryo/oocyte/semen. Rising C/PRVHS does not screen recipients for previous disease exposure or vaccinations (e.g., antibody titers). Stallion/Frozen Semen Owner shall exonerate, protect, indemnify, defend, and hold harmless Rising C/PRVHS from any and all liabilities, expenses, claims, fines, penalties, costs, attorney fees, and damages of every kind associated with vaccinations and recent or previous exposure to disease and their impact on transportation.

Stallion/Frozen Semen Owner hereby releases and shall indemnify and hold Rising C/PRVHS harmless from any claim, demand or loss arising from transport or transport regulations. Stallion/Frozen Semen Owner is responsible for knowledge and adherence to guidelines for intrastate, interstate, and/or international movement or export of mare/pregnant recipient/foal/stallion/embryo/oocyte/semen. Rising C/PRVHS does not screen recipients for previous disease exposure or vaccinations (e.g., antibody titers). Stallion/Frozen Semen Owner shall exonerate, protect, indemnify, defend, and hold harmless Rising C/PRVHS from any and all liabilities, expenses, claims, fines, penalties, costs, attorney fees, and damages of every kind associated with vaccinations and recent or previous exposure to disease and their impact on transportation.

4. COOLED AND FROZEN SEMEN

a. Rising C/PRVHS will follow standard laboratory procedures for processing semen for cooled and frozen semen. Rising C/PRVHS does not guarantee the number of sperm cooled/frozen, quality, or fertility of cooled/frozen semen.

b. Every attempt will be taken to deliver cooled/frozen semen to mare owner in good condition, however, once the shipment leaves Rising C/PRVHS, Rising C/PRVHS cannot be held responsible for delayed arrival or condition of cooled/frozen semen upon arrival to mare owner.

5. FOR FROZEN SEMEN STORAGE

a. Rising C/PRVHS agrees to store frozen semen from said Stallion for use in reproductive procedures and long term storage.

b. Beginning on the date semen arrives and is frozen and/or processed and entered into the computer management program, storage fees will be applied from that date forward. **Billing will occur yearly (January 1) for frozen semen storage.** When invoices for frozen semen are not paid to Rising C/ PRVHS within 30 days, a certified letter will be sent to Frozen Semen Owner requesting that frozen semen storage billing be brought current. Frozen Semen will be destroyed 30 days from the date of certified letter, whether or not received/accepted by Frozen Semen Owner, if account is not paid in full. Any frozen semen storage account that is delinquent two or more times in a year will be subject to termination of the Contract at the discretion of Rising C/ PRVHS. Rising C/ PRVHS will attempt to maintain storage costs at current prices. Rising C/ PRVHS reserves the right to adjust prices accordingly as material cost increase or storage procedure changes. Owner will be notified of price increases in writing.

c. Semen Owner agrees to pay all charges associated with shipment of semen to/from Rising C/ PRVHS. The Semen Owner also agrees to pay any express mail courier/airline shipping charges, courier service charges, and return freight charges. Insurance during shipping must be organized in advance through the shipping entity. Rising C/ PRVHS does not provide insurance.

d. Rising C/ PRVHS shall make every effort to maintain the frozen semen in proper storage conditions pursuant to this agreement, with proper care, handling, and protection according to reasonable standards and practices of the equine industry. 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 Rising C/ PRVHS (or any person employed by or associated with Rising C/ PRVHS) harmless on any and all damages associated therewith.

5. Stallion Owner agrees to **pay all charges in full** as they are rendered. At least one-week notice must be given prior to departure of the Frozen Semen to allow preparation of required paperwork and equipment. The Stallion/ Frozen Semen Owner is required to make transportation arrangements for stallion/frozen semen between the hours of 8 am to 5 pm Monday through Friday, unless previous arrangements have been made well in advance.

6. **Stallion/semen will not be released if insufficient notice is given or the bill is not paid prior to departure, unless other arrangement have been made..**

7. All invoice **balances are payable within 30 days of monthly or final invoice.** After 30 days from billing date, a \$25 handling fee and interest at the rate of 5% per month on the outstanding balance will be assessed. Rising C/PRVHS reserves the right to refuse or suspend service when any of the Stallion Owner's accounts with Rising C/PRVHS are past due. The Stallion Owner agrees to pay all costs and reasonable attorney fees incurred by Rising C/PRVHS in attempting to collect any outstanding balance. The Stallion Owner acknowledges lien rights of Rising C/PRVHS and **hereby irrevocably grants a lien as described therein to Rising C/PRVHS for purposes of securing payment on Stallion Owner's account(s).**

8. Stallion Owner is responsible for **obtaining and paying for any insurance** desired on the Stallion. Rising C/PRVHS does not provide insurance.

9. Stallion Owner is responsible for all **Breed Registry rules and regulations** including, but not limited to, brand inspections required by law. Stallion Owner shall promptly furnish proof of ownership, breed registry and brand inspection upon request by Rising C/PRVHS. Stallion Owner is responsible for parentage testing any foal.

10. If at any time Rising C/PRVHS determines, in its sole judgment and discretion, that the Stallion needs medical or surgical treatment, the Stallion owner is responsible for all charges incurred. These charges may be billed separately and must be paid in full before the animal can be released. Rising C/PRVHS 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 Rising C/PRVHS to initiate such transfer, care and treatment.

11. This **contract is non-transferable.** If the Stallion or 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 Wyoming.

12. Rising C/PRVHS reserves the **right to discontinue service** at its discretion and to terminate this Contract upon 10 days' advance written notice to the Stallion Owner.

13. 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 Wyoming, and any legal action concerning the provisions hereof shall be brought in the District Court in Sheridan County, Wyoming. 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 Owner hereby authorizes and appoints Rising C/PRVHS to execute any required documents on Stallion Owner's behalf.

14. The Stallion Owner/Frozen Semen Owner will be **considered in default** of its obligations under this Contract if the Stallion Owner/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 Rising C/PRVHS gives the Stallion Owner written notice thereof. In the event of default by the Stallion Owner,

Rising C/PRVHS 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 Sheridan, State of Wyoming.

15. 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 Rising C/PRVHS without an express, written and signed amendment to this Contract.

By signing below, I acknowledge and agree to comply with the terms and conditions stated above. Further, I authorize Rising C/PRVHS to act as temporary agent on my behalf pursuant to paragraph 10 above should the Stallion require emergency medical or surgical treatment.

Signature of Stallion/Frozen Semen Owner/Agent

Signature of Rising C/PRVHS Authorized Representative Agent

Date

Date

Print Name

Print Name

Address of Stallion Owner

City, State Zip Code

Phone number of Stallion Owner

FAX number of Stallion Owner

E-mail address of Stallion Owner

Powder River Veterinary Hospital & Supply, PC & Rising C Stallion Station
188 Meade Creek Rd, Sheridan, WY 82801
P: (307) 763-6073
www.powderrivervet.com

IMPORTANT NOTES:

- Any stallion arriving at facility that is not up to date on vaccinations (as outlined on page 1) will be vaccinated upon arrival at owner's expense

_____*Stallion Owner initials*

- It is highly recommended that stallion arrive with feet trimmed OR front shoes on if he tends to get sore on hard packed ground. Stallions usually move around a lot in their pens and we do not want them getting sore while they are here.

_____*Stallion Owner initials*

- Regardless of whether a current client or new client, all stallion owners are required to put a valid credit card on file when stallion arrives at our facility (see below) and payment in full is expected at time of discharge. If total charges are not paid by cash, check, or Venmo when stallion is discharged, the balance due will be run with the credit card on file prior to stallion leaving the facility.

_____*Stallion Owner initials*

PAYMENT POLICY

- Clients are required to have a valid credit card on file. If any charges are left unpaid via cash, check, or Venmo after services are rendered, they will be charged in full to this card.

CC# _____ Exp. Date: _____ CVC code: _____ Billing zip
code: _____

- A \$35.00 service charge and prosecution to the fullest extent of the law will be assessed for any returned check.
- Any unpaid balance older than 30 days will be in default and will be charged 5% interest per month. If the account is in default, it may be turned over to a third party for collection after 60 days and a 33% fee in addition to the total of the invoice turned over to collection will be added. Owner understands and agrees that he/she will be responsible for, but not limited to, the principal amount, collection agency fees, attorney fees, and any court costs.

I, being the owner or authorized agent of the animal(s) listed on this account, am responsible for the animal(s) and have the authority to request Powder River Veterinary Hospital & Supply, PC, to provide veterinary services for this(these) animal(s).

I understand that I am responsible for all costs resulting from the services provided and that **payment in full is due as services are rendered or prior to animal's discharge** by Powder River Veterinary Hospital & Supply, PC. I have read, understand, and agree to the above policies.

Signature

Date