



SOUTH VALLEY EQUINE

2022 FROZEN SEMEN STORAGE

Today's date: **Please include a copy of the stallion's registration papers when submitting this contract to repro@svlac.com**

STALLION INFORMATION

Registered Name: Registration #: Barn Name: Color: Breed: DOB/Age:

INSURANCE

Is Stallion Insured? Yes No Insurance Company: Policy #:

Complete this section if semen was not frozen by SVE:

Number of Straws per Dose: Total Number of Straws: Thawing Instructions:

SEMEN OWNER/AGENT INFORMATION

Owner Name: Email Address: Address: City: State: Zip: Primary Ph: Mobile Ph: Name: Phone: Billing Options: Traditional Email Auto-pay

RESPONSIBLE FINANCIAL PERSON (if different than above)

Name: Address: City: State: Zip: Primary Ph: Email:

PAYMENT INFORMATION

Every client MUST have a credit card on file before South Valley Equine Reproduction will store your frozen semen. By signing below, you are accepting full financial responsibility for all costs associated with the treatment of your horse.

Deposits for services will be conveyed when applicable. I fully understand that if at any time, the amount owed exceeds the deposited amount, I will be required to place another deposit to continue management. A credit card MUST be left on file. Any account credits remaining can be issued as a refund upon the horse's departure from our facility.

No frozen semen will be released from the facility without the client account balance paid in full prior to discharge

Any balances that are due will be automatically billed to your credit card at the end of the month unless otherwise communicated. We will contact you by phone or email within 24 hours after your balance is charged to your credit card and send you a receipt of the charge by email or mail. NO SERVICES will be rendered on any accounts that have a balance that is past due.

Credit Card #: Exp: / CVV:

Signature of Cardholder:

By signing above, I authorize SVE to bill my card on a monthly basis for charges incurred.

SEMEN DISPERSAL AFTER SEP 30TH *REQUIRED*

Store semen @ SVE Destroy semen not used during season Return semen to:



This Stallion Management Contract ("Contract") is entered into as of the _____ day of _____, 20_____, by and between South Valley Equine Reproduction Center ("SVE"), 122 West 400 North, Saratoga Springs, UT, 84045, and _____ ("Owner"), whose address is _____

RECITALS

WHEREAS, the Owner has both the authority and intent to engage Frozen Semen Storage services from SVE for the Stallion identified in the records of the _____ breed association by the name _____ and further identified by such breed registry's registration number _____ ("Donor Stallion");

WHEREAS, the personnel of SVE operate a full service veterinary medicine practice specializing in the treatment of large animals, including equine animals;

WHEREAS, SVE is a Utah Corporation having its principal place of business at 122 West 400 North, Saratoga Springs, Utah, 84045;

WHEREAS, the personnel of SVE operate a veterinary medicine practice specializing in the reproduction of equine animals;

WHEREAS, pursuant to the terms, conditions and other provisions of this Agreement, the Owner is desirous of retaining the services of SVE and purchasing goods from SVE as necessary; and

WHEREAS, pursuant to the terms, conditions and other provisions of this Agreement, SVE is desirous of providing such services and goods to the Owner;

NOW THEREFORE, in consideration of the foregoing Recitals and the terms, conditions and other provisions hereof, the parties agree as follows:

1. **TERM.** This Agreement shall be in effect during any time that a Donor Stallion is on SVE's premises for services and any time there is semen belonging to Client stored at SVE, and continuing until all amounts due hereunder are paid in full. Both parties acknowledge that a Donor Stallion may be at SVE for services on an intermittent basis, with periods of absence between, and acknowledge that this Agreement shall remain in effect any time the Donor Stallion returns to SVE, and during any time that Client has semen stored at SVE, unless or until it is terminated or modified in writing by the mutual consent of the parties.
2. **FEES.** The Owner agrees to pay SVE the following fees:
 - a. SVE shall assess a minimum of \$20.00 per month for frozen semen storage services.
 - b. In addition to any other fees describe herein, Client is responsible for all applicable charges in accordance with SVE's then-current fee schedule, including without limitation customary veterinary charges for care and board of Donor Stallion, preparation of Donor Stallion for departure, and all charges incurred for shipment of semen, including without limitation shipping media, air freight, courier delivery and return container shipping. SVE will ship semen only in accordance with Client's written instructions.
 - c. All fees shall be invoiced by and paid to SVE. SVE may change its fees from time to time and all services provided hereunder will be billed at the rates in effect at the time the services are provided.
 - d. Fees for services are due regardless of the results of those services.
 - e. Any balance not paid within 30 days after the date of invoice will accrue interest from the 30th day at a rate of 1.5% per month (18% per annum).
3. **SECURITY INTEREST.** Client hereby grants to SVE a security interest in any semen collected and/or stored by SVE to secure any amounts due for services provided by SVE under this Agreement. Client's failure to pay amounts due within 90 days after the date of invoice and failure to satisfy Client's obligations within 5 days after notice from SVE of Client's default constitutes Client's permission for SVE to sell any or all of Client's semen in SVE's custody to offset amounts due. Sale of semen may be by public or private sale, to one or more purchasers, at terms determined by SVE in its discretion, and Client shall execute or cause to be executed any breeding certificates and other necessary documentation to register foals resulting from semen sold by SVE. From any sale proceeds, SVE is entitled to recover invoiced amounts due and unpaid, interest thereon and the costs of collecting such amounts. SVE is not obligated to sell semen or to obtain any particular price for the semen, and may also destroy any semen for which storage fees are unpaid. Any amounts not recovered by SVE will remain due and payable, and interest will continue to accrue thereon until paid in full.
4. **INDEMNIFICATION AND WAIVER OF CLAIMS.** In consideration of the services provided by SVE under this Agreement, Client hereby (1) agrees not to bring any action against SVE, its directors, officers, shareholders, employees, agents and assigns (collectively, the "SVE" Parties), and (2) agrees to indemnify, defend and hold harmless the SVE Parties from and against any liability, claims, losses, damages and expenses (including reasonable attorney's fees), in connection with or arising out of SVE's services, including without limitation any and all damage, injury or loss in any way related to Donor Stallion or the semen, the sale or destruction of semen in accordance with Section 3 hereof, and Client's breach of any of its representations, warranties of obligations hereunder. The foregoing shall be effective irrespective of the negligence or comparative negligence of the SVE Parties and shall be as broad and inclusive as permitted by applicable law; provided, SVE shall not be exempt from losses due solely to the willful misconduct or gross negligence of SVE as proven by clear and convincing evidence.



5. **RISK OF LOSS: INSURANCE.** Client assumes all risk of loss, damage or injury in connection with the services provided by SVE or with the presence of semen or Donor Stallion at SVE. SVE makes no guarantee or warranty with respect to the use or capacity of any semen collected, stored, tested, processed or distributed under this agreement. SVE DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SEMEN COLLECTED, STORED, TESTED, PROCESSED OR DISTRIBUTED UNDER THIS AGREEMENT. Client recognized that SVE's insurance covers no property interests with respect to Donor Stallion or semen collected or stored hereunder. Client shall be solely responsible for any desired insurance against damage or injury to or loss of Donor Stallion or semen collected or stored under the terms of this Agreement. Any insurance obtained by Client shall include waiver of subrogation against SVE.
6. **LIMITATION OF LIABILITY.** In the event that semen stored at SVE is lost or destroyed while in storage at SVE due solely to the willful misconduct or gross negligence of SVE, not including destruction permitted pursuant to Section 3 above, Client agrees that SVE's liability shall be limited to the amount invoiced to Client by SVE to collect the semen actually lost or destroyed, not including any costs of storage. In the event such lost or destroyed semen was not frozen by SVE, SVE's liability shall be limited to \$20 per straw. Client agrees and acknowledges that in no event shall SVE be liable for any loss of profits, indirect, special, incidental or consequential damages, even if SVE has been advised of the possibility of such damages.
7. **CLIENT'S AUTHORITY.** Client represents and warrants that Client has full authority to enter into this Agreement and to make any and all decisions regarding the care of Donor Stallion and/or the use or shipment of any semen, as applicable, and is the party responsible for all terms and conditions hereof, including prompt payments of all charges. The person signing this Agreement represents and warrants that (1) he or she is authorized to sign this Agreement as the Client or on Client's behalf and provide all directions relating to the Services, including without limitation care of the Donor Stallion and collection, shipment and destruction of semen; (2) Client is the true and lawful owner of the Donor Stallion and/or of the semen collected, shipped or stored hereunder by SVE, as indicated on the first page of this Agreement; and (3) if a lessee of the Donor Stallion, Client has entered into a valid, binding, currently effective lease agreement concerning the Donor Stallion.
8. **BREEDING CONTRACTS BETWEEN THE OWNER AND MARE OWNERS.** During the Term the advertised breeding fee for the Stallion will be \$ _____, with the understanding that the owners of mares being bred to the Stallion will also be obligated to pay additional applicable fees to be remitted to SVE for mare care, foal care, mare and foal veterinary services, palpation services, semen containers and semen shipping. Each Stallion Service Contract entitling a mare owner to breed a mare to the Stallion during the Term shall be between the Owner and the mare owner, and each such contract shall obligate the mare owner to timely pay the breeding fee and other fees contemplated by this paragraph. The Owner shall provide to SVE a copy of each such contract forthwith after each such contract has been signed by the parties thereto. If The Owner elects for SVE to collect breeding fees from the mare owner, a 3.8% Processing Fee will be applied to the breeding fee payable to SVE. SVE reserves the right to refuse to provide services to any mare pursuant to this Agreement whose owner has not paid the breeding fee to The Owner in full, or with whom no proof of stallion contract is presented. SVE reserves the right, in its sole discretion, to refuse to breed any mare pursuant to this Agreement which mare appears to be unfit for breeding or cannot be expected to carry a viable foal for the full period of gestation. The Owner appoints Charlie Heaton, DVM and Sydney Harris of SVE as the Owner's authorized agent to sign any such Stallion Service Contracts on behalf of the Owner and to collect and account for all moneys to be paid to the Owner pursuant to any such Stallion Service Contract. Such person is also the Owner's authorized agent to sign and deliver all breed registry stallion breeding reports, applications for registration, and/or breeders' certificates.
9. **ENTIRE AGREEMENT.** This Agreement (including any schedules and exhibits attached hereto) contains the entire understanding of the parties with respect to its subject matter. This Agreement supersedes all prior discussions, agreements and understandings, written or oral, between the parties with respect to the subject matter hereof. This Agreement may be amended only by a written instrument duly executed by the parties.
10. **ASSIGNMENT.** Client may not assign this Agreement without the prior written consent of SVE. Subject to the foregoing, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the respective successors, heirs, legal representatives, and permitted assigns of the parties hereto. This Agreement constitutes an agreement solely among the named parties and none of the agreements, covenants, representations or warranties contained herein are for the benefit of any third party not a named party to this Agreement. If the owner of Donor Stallion and/or semen stored hereunder transfers any interest in such Donor Stallion and/or semen, Client will immediately notify SVE of the transfer, and no further services will be provided by SVE until any new owner or owners have consented in writing to the continued effectiveness of this Agreement and SVE has received any documentation regarding the transfer that SVE may reasonably request. Regardless of the transfer of ownership of Donor Stallion and/or semen stored at SVE, Client shall remain obligated to pay for all services provided.
11. **GOVERNING LAW.** This Agreement shall be construed and governed by the laws of the State of Utah.
12. **WAIVER.** Any provision of this Agreement may be waived only by a written instrument executed by the party to be charged with such waiver. The waiver by any party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach.
13. **ATTORNEY FEES AND COSTS OF COURT.** In the event of a dispute based upon this Agreement, and a party incurs attorney fees and/or costs of court in enforcing a party's rights as evidenced by this Agreement, the prevailing party in such dispute shall be entitled to collect from the other party, the prevailing parties reasonable attorney fees and costs of court, regardless of whether such fees are incurred before or after the commencement of litigation.
14. **SEVERABILITY.** If any provision of this Agreement, or any portion thereof, is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other provisions of this Agreement, or remaining portions thereof, will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any such provision, or any portion thereof, is invalid, illegal or incapable of being enforced, the parties hereto will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby as consummated to the fullest extent possible.
15. **JOINT AND SEVERAL LIABILITY OF THE OWNER.** In the event the Owner consists of two or more persons and/or entities, the representations, warranties and obligations of the Owner provided herein shall be joint and several.



16. INTEGRATION CLAUSE. This Agreement contains the entire Agreement and understanding of the parties and may be modified only by a writing signed by both parties. The invalidity or unenforceability of any term, condition or other provision of this Agreement shall not affect the validity or enforceability of any remaining provisions hereof.

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

Signature of Stallion Owner/Agent

Date

Print Name

Signature of SVE Agent

Date

Print Name

Position