



SOUTH VALLEY EQUINE

2022 HAUL-INS BREEDING SERVICES AGREEMENT

Today's date:

MARE(S) NAMES

MARE OWNER/AGENT INFORMATION

Owner Name:		Email Address:	
Address:		City:	State: Zip:
Primary Ph:		Mobile Ph:	
<i>In case of an emergency please provide us with a secondary/emergency contact name and number of a person that can authorize veterinary medical or surgical treatment.</i>			
Name:		Phone:	
Billing Options: <input type="checkbox"/> Traditional <input type="checkbox"/> Email <input type="checkbox"/> Auto-pay			

RESPONSIBLE FINANCIAL PERSON (if different than above)

Name:		Email Address:	
Address:		City:	State: Zip:
Primary Ph:		Mobile Ph:	
Billing Options: <input type="checkbox"/> Traditional <input type="checkbox"/> Email <input type="checkbox"/> Auto-pay			

PAYMENT INFORMATION

Every client MUST have a credit card on file before South Valley Equine Reproduction will perform any procedure(s) on your horse(s). 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 and/or treatment of my horse(s). 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 horses 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.

SERVICES DESIRED

- Ultrasound/Palp Scan to Check Cycle Ultrasound/Palp Scan for Pregnancy Check



This Breeding Service 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 _____ ("Mares Owner"), whose address is _____

RECITALS

WHEREAS, the Mares Owner is the owner or authorized lessee of the equine mares identified by SVE ("Mares");

WHEREAS, as authorized by the Mares Owner, the Mare(s) is/are participating in breeding services during 2022 at or under the direction of South Valley Equine Reproduction Center ("SVE") whose physical address is 122 West 400 North, Saratoga Springs, UT, 84045;

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

- 1. BREEDING SEASON. The breeding season contemplated by this Contract shall begin on February 1st, 2022 and close July 31st, 2022 in the calendar year in which this Contract becomes effective (the "Breeding Season").
- 2. ADDITIONAL FEES AND CHARGES. In the event the Mare is to be bred at SVE, all charges for Mare care, foal care, and farrier services rendered with respect to the Mare and/or any foal on the Mare shall be due and payable upon receipt of any invoice for such charges, or prior to the Mare or any foal on the Mare leaving the premises of SVE.
- 3. VETERINARY CHARGES. In the event the Mare is bred at SVE, and charges are incurred for any veterinary goods and services rendered to the Mare and/or any foal on the Mare, then in that event, such veterinary charges shall be invoiced to the Mare Owner separately by the veterinarian rendering such goods and services, and the Mare Owner agrees to pay such charges directly to such veterinarian at the time of service, and further agrees to indemnify and hold the Stallion Owner and SVE harmless with respect to any such charges.
- 4. AUTHORIZED CREDIT CARD. It is agreed and understood that the Mare Owner may pay any and all fees and charges owed by the Mare Owner to SVE as contemplated by this Contract pursuant to the Mare Owner's valid credit card.
- 5. AGREEMENT TO PAY INTEREST ON PAST DUE AMOUNTS. With respect to any and all fees and charges owed by the Mare Owner pursuant to this Contract, in the event any such fees and charges are not fully and timely paid as agreed, then and in that event, the Mare Owner agrees to pay the principal amount of such fees and charges plus interest thereon at the rate of 18% per annum until the full balance of both principal and interest is paid in full.
- 6. ASSIGNMENT AND SUBSTITUTION. The Mare Owner may not assign this Contract, and any attempt at assignment without the prior written consent of SVE, will terminate this Contract and release SVE from any and all obligations hereunder.
- 7. APPLICABLE LAW AND JURISDICTION. This Contract will be construed in accordance with the internal laws of the State of Utah and will inure to the benefit of the heirs, personal representatives, successors and permitted assigns of the parties. Any legal action with respect to this Contract shall be instituted in the Third Judicial District Court in and for Salt Lake County, State of Utah, and the Mare Owner irrevocably and unconditionally submits to the subject matter and personal jurisdiction of such Court, waives any objection to the venue in such Court, and waives any claim that such action has been brought in an inconvenient forum.
- 8. ATTORNEY FEES AND COSTS. In the event of a dispute based upon this Contract, and a party incurs attorney fees and/or court costs enforcing such parties' rights as evidenced by this Contract, the prevailing party in such dispute shall be entitled to collect from the other party, the prevailing party's reasonable attorney fees and costs of court, regardless of whether such fees were incurred prior to the commencement of any court action.
- 9. JOINT AND SEVERAL LIABILITY. In the event the Mare Owner consists of two or more persons and/or entities, the obligations of such parties as provided in this Contract shall be joint and several.
- 10. INTEGRATION CLAUSE. This Contract contains the entire agreement and understanding of the parties and may be modified only in writing by both parties. The invalidity or unenforceability of any term, condition or other provision of this Contract 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 Mare(s) Owner/Agent

Date

Print Name

Signature of SVE Agent

Date

Print Name

Position