



SOUTH VALLEY EQUINE

2022 RESIDENT STALLION MANAGEMENT AGREEMENT

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

Type of Insurance:

Insurance Company:

Mortality Medical

Policy #:

Colic Care Breeding

STALLION OWNER/AGENT INFORMATION

Owner Name:

Email Address:

Address:

City:

State:

Zip:

Primary Ph:

Mobile Ph:

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.

Name:

Phone:

Billing Options: Traditional Email Auto-pay

RESPONSIBLE FINANCIAL PERSON (if different than above)

Name:

Email Address:

Address:

City:

State:

Zip:

Primary Ph:

Mobile Ph:

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.



SOUTH VALLEY EQUINE

REPRODUCTION SERVICES DESIRED

What services are you requesting? [] Collect Fresh/Cooled Semen [] Collect Semen to Freeze
Semen Collection Status: [] Collect for self (Fresh/Cooled) [] Collect to ship (Fresh/Cooled)
[] Collect for third-party recipient pickup [] Collect to store (Frozen) [] Collect to ship (Frozen)
How many breeding doses do you wish to collect?

HORSE CARE INFORMATION

Previous Breeding/Collection History: [] Never been collected / only live-covered
[] Has been collected (may require teaser mare) [] Has been collected (does not usually require teaser mare)

Hay (type/amount, frequency, etc.):

Grain (type/amount, frequency, etc.):

Supplements/Medications (type/amount, frequency, etc.):

Vaccinations: Please note at least one of the following for each vaccine: 1) approximate date of last vaccination, 2) vaccines needed upon arrival, or 3) vaccines you do not want given.

Flu/Rhino - Last given: _____

Equine Viral Arteritis - Last given: _____

EWT/West Nile - Last given: _____

or Core EWT/West Nile/Rabies - Last given: _____

Tetanus - Last given: _____

Other: _____

Approx. date of last deworming:

Date of last negative Coggins/EIA:

Please list any additional comments regarding horse or care, including disclosure of any medical conditions, health considerations, or treatments that could affect management of the animal, especially previous breeding problems:

EMERGENCY RELEASE

In the event of an emergency, is the horse a surgical candidate? Estimate of costs could range from \$5000-12,000. After-care (hospitalization, treatments, procedures, etc.) is in addition to the estimate.

[] Yes [] No

In the event of an emergency, my budget for the patient listed is: \$ _____

In the event that the veterinarian has made several attempts to contact you and cannot reach you or your secondary contact, and he/she feels it is absolutely necessary and in the best interest of the animal, do you authorize them to perform a

[] Yes [] No

This herby certifies that you, the Owner/Agent, have both the authority and intent to authorize South Valley Equine and its employees to humanely euthanize the horse described above. Owner/Agent acknowledges and fully understands that euthanasia, anesthesia, sedation, certain medications, and medical/surgical procedures have inherent risks. Owner/Agent voluntarily assumes any and all risks to the horse which may occur during or as a result of the procedure.



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 _____ ("Stallion Owner"), whose address is _____

RECITALS

WHEREAS, the Owner is the owner of that certain registered _____ (color) stallion born _____ and identified in the records of the _____ breed association by the name _____ and further identified by such breed registry's registration number _____ (the "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, the Owner is desirous of standing the Stallion at stud, by offering the Stallion's breeding services to equine mares owned by members of the general public;

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 to stand the Stallion at stud to the public at SVE;

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. During each calendar year of such period, the breeding season shall begin on February 1st, and end on July 31st. After each such breeding season, the Stallion shall be moved, at SVE's sole expense, from the premises of SVE's Reproduction Center to the SVE Hospital where the Stallion will be cared for and maintained until the next breeding season. The term of this Agreement shall be automatically extended for additional 1-year periods, unless not less than 60 days prior to the expiration of the original term or any annual extension thereof, either party notifies the other party in writing of the noticing party's election to terminate this Agreement at the end of the original term or any annual extension of the original term. The original term and any extension thereof shall be referred to collectively herein as the "Term." At the expiration of the breeding season during the last calendar year of the Term, the Owner at the Owner's sole expense, shall forthwith remove the Stallion from the premises of SVE.
2. REPRESENTATIONS/WARRANTIES OF OWNER. The Owner represents and warrants to SVE as follows:
 - a. That the Owner owns all right, title and interest in and to the Stallion free and clear of all liens, security interests or other adverse titular interests;
 - b. That the Owner entering into this Agreement does not and will not in the future constitute a breach of any other agreement to which the Owner is or may become a party;
 - c. That the person signing this Agreement as or on behalf of the Owner is legally and fully authorized to do so;
 - d. That a true and correct copy of the Stallion's Certificate of Registration is attached hereto as **Exhibit A**;
 - e. That a true and correct copy of any illness, injury or life insurance policy insuring against any illness, injury to and/or the death of the Stallion is attached hereto as **Exhibit B**;
 - f. That a true and correct copy of the Stallion's current immunization and vaccination record is attached hereto as **Exhibit C**;
 - g. That a true and correct copy of the legally required proof of a current negative Coggins test is attached hereto as **Exhibit D**;
 - h. That a statement identifying the Stallion's adverse behavioral habits presently known to the Owner is attached hereto as **Exhibit E**; and
 - i. That a true and correct copy of proof that the Owner has paid for and been granted authorization to enable the Stallion to breed mares by artificial insemination with cooled semen as required by all pertinent breed registries is attached hereto as **Exhibit F**.
3. BREEDING SOUNDNESS EXAMINATION. Immediately upon the Stallion's arrival at SVE as contemplated by this Agreement, SVE, at its sole expense, shall conduct a breeding soundness examination of the Stallion, including a test – cooling of the semen collected (the "BSE"). The BSE shall be for the purpose of evaluating the potential fertility and spermatozoa mobility of the Stallion, and for estimating the maximum number of mares that may prudently be bred to the Stallion during the Term. If it is determined that the Stallion is not sound for breeding purposes, this Agreement shall be terminated immediately, the Owner shall forthwith remove the Stallion from the premises of SVE, and neither party shall have any further duties or obligations to the other party based upon this Agreement.



4. CARE OF THE STALLION. SVE shall use its best efforts to care for and maintain the Stallion in good health and breeding condition, including in the case of an emergency, consistent with standard equine veterinary medicine. To that end, the Owner authorizes the personnel of SVE to use their independent professional judgment to exercise such best efforts. In the event any such care is required on an emergency basis, SVE will forthwith use every reasonable means to notify the Owner and any insurance company identified in Exhibit B of such emergency.
5. METHOD OF BREEDING. It is understood that during the Term, the Stallion shall be bred to mares solely by means of artificial insemination ("AI"), using semen collected from the Stallion on Monday, Wednesday, Friday, and Saturday of each week.
6. ASSUMPTION OF RISK AND WAIVER IN FAVOR OF SVE. The Owner understands that the process of standing the Stallion at stud has inherent risks occasioned by, but not limited to, the administration of medications, the performance of surgical procedures, the conduct of the mares involved, and semen collection procedures. Accordingly, the Owner assumes all such risks and waives any claims, liabilities, law suits, demands, damages or other obligations of any nature whatsoever against SVE, including their officers, directors, employees and agents, arising out of, connected with or predicated upon the illness, injury or death of the Stallion, it being understood and agreed that the Owner's sole claim for any remedy available as a result of the illness, injury or death of the Stallion shall be pursuant to the insurance policy, if any, identified in the attached Exhibit B.
7. COMMERCIAL PROMOTION OF THE STALLION. All advertising, marketing and other promotion of the Stallion as a breeding animal shall be at the sole discretion and expense of the Owner.
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. NO OBLIGATION FOR REBREEDING UPON EXPIRATION OF THE TERM. If the Term has expired and the Owner is obligated to cause the Stallion to rebreed a mare that was bred pursuant to this Agreement, then and in that event, SVE will have no obligation to the Owner with respect to such mare, it being the understanding of the parties that such rebreeding shall be the sole obligation of the Owner and/or whichever breeding facility where the Stallion may be standing after expiration of the Term.
10. INDEMNIFICATION OF SVE. Except with respect to mares bred on the premises of SVE pursuant to this Agreement, the Owner agrees to indemnify and hold harmless SVE and their respective officers, directors, employees, and agents from any and all claims, liabilities, law suits, demands, damages, or other obligations of any nature whatsoever, including attorney fees and costs of court, arising out of, connected with, or predicated upon any and all contracts or agreements, either written or oral, between the Owner and any owner of any mare bred to the Stallion pursuant to this Agreement.
11. THE OWNER'S COVENANT TO PAY FEES FOR STANDING AND CARE OF THE STALLION. The Owner shall pay to SVE the following fees:
 - a. A minimum fee payable at the rate of \$20 per day for _____ consecutive months beginning on the _____ day _____, of 2022; provided however, in the event more than _____ mares owned by any person or entity other than the Owner are bred by the Stallion during the Term of this Agreement, then and in that event, the Owner shall pay SVE \$_____ for each such additional mare, which additional fees shall be due and payable at the time each such mare is bred the first time during the applicable breeding season; and
 - b. SVE's regular fees for providing and rendering, or arranging for the provision and rendering of both routine and emergency veterinary and farrier goods and services on behalf of the Stallion, which fees shall be due and payable within 30 days after the Owner has been billed therefore by SVE;
12. BREEDING OF MARES OWNED BY THE OWNER. Notwithstanding any provisions herein to the contrary, with respect to any non-embryo donor mare owned by the Owner, the Owner may breed such mare to the Stallion pursuant to this Agreement in consideration of payment to SVE for services rendered and goods provided as follows:
 - a. \$35 per palpation;
 - b. \$20 per day for care of a dry mare, and \$25 per day for care of a wet mare;
 - c. A refundable deposit of \$250 to cover the cost of the container in which frozen semen is transferred or shipped; and
 - d. SVE's regular fees for rendering and provided or causing to be rendered and provided all services and goods for routine and reasonably necessary emergency veterinary and farrier care with respect to each such mare.



- 13. PAYMENT OF FEES OWED BY THE OWNER TO SVE AND SECURITY AGREEMENT. To facilitate and insure the timely payment of all fees owed by the Owner to SVE as contemplated by paragraphs 11 and 12 above, the Owner hereby authorizes SVE to charge all such fees as they come due to the credit card identified in the attached Exhibit G (the "Credit Card"). In the event payment of such fees is declined by the issuer of the Credit Card, the Owner agrees to immediately pay the principal amount of each such declined charge, plus interest at the rate of (18%) per annum from and after the due date of each such declined charge, until the full amount of such principal and interest has been paid in full. The Owner understands that each mare bred to the Stallion pursuant to this Agreement, and located on the premises of SVE, will be subject to an agister's lien as provided pursuant to the laws of the State of Utah, and will not be allowed to leave such premises until all applicable fees, including principal and interest, owed to SVE have been paid in full. The Owner also understands that the Stallion is subject to such agister's lien. Further, the Owner hereby grants to SVE a security interest in and to the Stallion as security for all fees owed by the Owner to SVE pursuant to this Agreement, and agrees to sign, execute, or otherwise complete any and all additional documentation necessary to evidence and/or execute upon such security interest.
- 14. SVE AS INDEPENDENT CONTRACTOR. It is understood that SVE is acting as an independent contractor pursuant to this agreement, and that nothing herein shall be construed as creating a joint venture, partnership, association or other legal entity of any type or nature whatsoever.
- 15. GOVERNING LAW. This Agreement shall be construed and governed by the laws of the State of Utah.
- 16. 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. 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.
- 15. 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