



Scottsdale Equine Reproduction Center

30517 N 144th St, Scottsdale, AZ 85262

Phone: (480) 273-7759 Fax: (480) 515-3775

Website: scottsdaleequinerepro.com

scottsdaleequine@hotmail.com

STALLION CARE, CUSTODY, AND CONTROL AGREEMENT

Scottsdale Equine Reproduction Center (SERC) offers a full-range of equine reproduction services provided by G.R. (Jerry) Longworth, VMD, owner and attending veterinarian. Our objective is to provide horse owners with top of the line 24-hour equine care and the most current technology available.

SERC requires 48 hours advance notice when the Owner wishes to deliver or remove horse(s) from the facility. Horses will not be released until all fees have been paid in full. Arrival and departure hours are Monday through Friday from 8 a.m. to 5 p.m. and Saturday from 8 a.m. to noon. If you cannot adhere to these timeframes please make arrangements with our office in advance. We will do our best to accommodate most situations.

SERC Service Fees and some medications will be billed by SERC monthly. If payment is not received by the 10th of each month, the amount will be charged to owners credit card provided. All GR Longworth VMD veterinary services will be billed monthly directly to Owner from GR Longworth VMD. If payment is not received by the 10th of each month, the amount will be charged to owners credit card provided.

***** PLEASE FILL OUT COMPLETELY *****

Horse's registered name _____ Age: _____ Breed/Reg # _____

Owner name: _____ Owner email address: _____

Alternative Emergency Contact Name: _____ Contact Phone: _____

Horse Insurance Information: Do you carry mortality and/or medical insurance on your horse(s)? (check one) YES NO

Company Name: _____ Agent Name & Phone: _____

Policy Number: _____ Emergency Phone Number(s): _____

Scottsdale Equine Reproduction Center Stallion Board & Care Fee

Stallion under lights in stallion barn.....\$23 per day*

**When Stallion receives 45 booked and paid for breeding services in a single breeding season year, care for said stallion will be at no charge to Stallion Owner between the dates of February 1st and July 15th of that same calendar year.*

1. USE OF FACILITY

Use of the facility is under the expressed permission granted by Scottsdale Equine Reproduction Center, LLC (SERC) and may be revoked at any time. **Owner's visits to the horse(s) under the care of Scottsdale Equine Reproduction Center, LLC located at 30517 N 144th St, Scottsdale, may only occur between the hours of 8:00AM and 6:00PM, Monday - Saturday.** Visits outside these scheduled times will be granted by appointment only.

2. FEES TERMS AND LOCATION:

Owner acknowledges and accepts those terms set forth in the rate schedule applicable on the date above as issued by SERC, whether said rates be daily, weekly or monthly. Payment shall be issued in advanced. Owner agrees to pay SERC on delivery of Horse, and on or before the 10th day of each month, that this Agreement is in effect, for the cost of boarding, feeding and maintaining the stall or corral in which the Horse is located, plus any additional services, including veterinary, medical and/or farrier expenses. Any payment received later than the 10th of each month shall be subject to late penalty fee. In the event the subject animal is removed from the premises for any reason and returned, this agreement shall be deemed reinstated as rates applicable at the time of said return. SERC reserves the right to notify Owner if the horse, in the SERC's opinion, is deemed to be dangerous or undesirable for SERC's establishment. In such case, Owner shall be solely responsible for removing the horse immediately upon receipt of said notice and for payment of all fees incurred during the horse's presence upon the premises. This Contract shall be deemed terminated and concluded upon payment of all fees.

The boarding fee is due upon the first day of the month. In the event said payment is overdue by thirty (30) days from the first day of the month, SERC shall be entitled to exert a lien against said horse, and the property upon the premises as more further described below, for any amounts due, and shall be entitled to enforce said lien and foreclose its interest against said horse and/or equipment for the amount due in accordance with the laws of the State of Arizona.

3. DESCRIPTION OF HORSE (S):

Owner agrees to submit a fully complete Owner Information Sheet for each horse upon execution of the Agreement. The Terms and conditions set forth herein shall be applicable to each and every animal.

4. FEED, FACILITIES AND SERVICES:

SERC agrees to provide adequate feed and facilities for normal and reasonable care required to maintain the health and well being of the animal(s). Owner acknowledges Owner has inspected the facilities and finds them in safe and proper order. The standard services to be provided herein and the charges therefore are as stated in the rate schedule and are subject to change at the SERC's discretion.

5. RISK OF LOSS AND STANDARD OF CARE:

During the time that the horse(s) is/are in the care, custody and control of the SERC, SERC shall not be liable for any sickness, disease, astray, theft, or death or injury which may be suffered by the Horse(s) or any other cause or action, whatsoever, arising out of or being connected in any way with the boarding of said horse(s), except in the event of negligence on the part of the SERC, it's agents, and/or employees. This includes, but is not limited to, any personal injury or disability the horse Owner, or Owner's guest, may receive on the SERC premises.

The Owner fully understands that SERC does not carry any insurance on any horses not owned by it for boarding or for any other purposes, whether public liability, accidental injury, theft or equine mortality insurance and that all risks connected with boarding or for any other reason for which the horses(s) in the possession of, and on the premises of SERC are to be borne by the Owner. SERC strongly recommends equine mortality insurance be obtained applicable to the subject horse(s) by Owner.

THE STANDARD OF CARE APPLICABLE TO SERC IS THAT OF ORDINARY CARE OF A PRUDENT HORSE OWNER AND NOT AS A COMPENSATED BAILEE. IN NO EVENT SHALL SERC BE HELD LIABLE TO OWNER FOR EQUINE DEATH OR INJURY IN AN AMOUNT IN EXCESS OF TWENTY FIVE THOUSAND DOLLARS (\$25,000) PER ANIMAL. OWNER AGREES TO OBTAIN EQUINE INSURANCE FOR ANY ANIMALS VALUED IN EXCESS OF TWENTY FIVE THOUSAND DOLLARS (\$25,000) AT OWNER'S EXPENSE, OR FOREGO ANY CLAIM FOR AMOUNTS IN EXCESS OF TWENTY FIVETHOUSAND DOLLARS (\$25,000). OWNER AGREES TO SERC DISCLOSE THIS ENTIRE AGREEMENT TO OWNER'S INSURANCE COMPANY AND PROVIDE SERC WITH THE COMPANY'S NAME, ADDRESS AND POLICY NUMBER. FAILURE TO DISCLOSE INSURANCE INFORMATION SHALL BE AT OWNER'S RISK.

6. HOLD HARMLESS:

Owner agrees to hold SERC harmless from any and all claims arising from damage or injury caused by said horse(s) to anyone, and defend SERC from any such claims. Owner agrees to disclose any and all hazardous or dangerous propensities of horse(s) boarded with SERC. SERC agrees to attempt to contact Owner should SERC feel that medical treatment is needed for said horse(s), but, if SERC is unable to contact Owner, SERC is then authorized to secure emergency, veterinary, and blacksmith care required for the health and well being of said horse(s). All costs of such care required for the health and well-being of said horse(s) shall be paid by Owner within fifteen (15) days from the date Owner receives notice thereof, or SERC is authorized, as Owner's agents, to arrange direct billing to Owner.

SERC SHALL ASSUME THAT OWNER DESIRES SURGICAL CARE IF RECOMMENDED BY A VETERINARIAN IN THE EVENT OF COLIC, OR OTHER LIFE-THREATENING ILLNESS, UNLESS SERC IS INSTRUCTED HEREIN BY OWNER THAT THE HORSE(S) IS/ARE NOT SURGICAL CANDIDATES. Owner Initials _____ SURGICAL CASE: YES ___ NO ___

Owner agrees to notify SERC of any and all changes of address, emergency telephone numbers, itineraries or other information reasonable necessary to contact Owner in the event of an emergency. In the event Owner departs for vacation or is otherwise unavailable, prior to departure, Owner shall notify SERC as to what party is authorized to make decisions in the Owner's place with regard to the health, well being, and/or medical treatment of the horse(s).

7. CARE OF BRED AND/OR PREGNANT MARES:

Any mare who is delivered to SERC in foal, or who is bred while in the care and custody of SERC, carries to term and delivers while stabled on the premises will be foaled out and appropriate foaling fee will be charged to the horse Owner. WHETHER OR NOT HORSE OWNER REQUESTED THE SERVICE.

8. LIMITATION OF ACTIONS:

Any action or claim brought against SERC for breach of the Contract or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.

9. SHOETING, WORMING AND MEDICAL:

Owner agrees to provide the necessary shoeing and worming of the horse(s) as is reasonably necessary, at Owner's expense. The Horse(s) must be current on all inoculations and worming AT THE TIME IT IS DELIVERED to SERC as evidenced by a current Veterinary Certificate. Horse(s) not accompanied by a current Veterinary Certificate will be vaccinated and/or wormed upon arrival at the expense of horse owner. To be considered current the Veterinary Certificate must have been issued within thirty (30) days prior to horse(s) arriving at SERC. Owner agrees to provide SERC with all health records with regard the horse(s). Owner agrees to have the horse(s) wormed and vaccinated on SERC's regular schedule, and in the event same is not accomplished and proof of same presented to SERC is authorized to arrange for such treatment, but is not obligated to do so; such expense for same shall be obligation of Owner, and upon presentation by SERC of the bill for services rendered, including service charges, such bill shall be paid within fifteen (15) days from the date the bill is submitted to the Owner.

10. OWNERSHIP-COGGINS TEST:

Owner warrants that he/she owns the horse(s) and will provide proof satisfactory to SERC of the negative Coggins test upon request.

11. CHANGES OR TERMINATION OF THIS AGREEMENT:

It is agreed by the Parties, that this Agreement may be changed or terminated by SERC upon seven (7) days notice. All notices MUST be issued in writing unless otherwise agreed upon by the Parties. The receipt of updated rate schedules shall constitute notice of any and all rate changes or regulation changes as may be deemed appropriate by SERC.

12. RULES AND REGULATIONS:

The Owner agrees to abide by all the rules and regulations of SERC and acknowledges receipt of same. In the event someone other than the Owner shall call for the horse(s), such person shall have written authority signed by Owner to obtain said horse(s).

13. RIGHT OF LIEN:

The Owner is given notice that SERC has a right of lien as set forth in the laws of the State of Arizona for the amount due for the board and keep of such horse(s), and also for storage and services, and shall have the right, without process of law, retain said horse(s) and other property until the amount of said indebtedness is discharged. SERC also has the right to demand that all indebtedness be paid in cash, cashier's check or money order. However, SERC will not be obligated to retain and/or maintain the horse(s) in question in the event the amount of the bill exceeds the anticipated unregistered value of the horse(s). In the event SERC exercises SERC's lien rights as above-described for non-payment, this Agreement shall constitute a Bill of Sale and authorization to process transfer applications for any breed registration as may be applicable to said horse(s) upon affidavit by SERC's compliance with foreclosure procedures as required by law. In the event collection of the account is turned over to an attorney, Owner agrees to pay ALL attorney's fees, costs and other related expenses for which a minimum charge of \$250.00 will be assessed.

14. PROPERTY IN STORAGE ON SERC PREMISES:

SERC shall not be responsible for the theft, loss, damage or disappearance of any tack or equipment or other property stored at SERC as same is stored at Owner's risk. SERC shall not be liable for the theft, loss or disappearance of any tack or equipment taken to horse shows or clinics. Vehicles stored upon premises will be subject to a \$10/day storage cost of all delinquent accounts.

15. ENTIRE AGREEMENT:

This Contract represents the entire agreement between the Parties. No other agreements, promises or representations, verbal or implied, are included herein unless specifically stated in this written agreement. The Contract is made and entered into in the State of Arizona, and shall be enforced and interpreted in accordance with the Laws of said State.

16. ENFORCEABILITY OF CONTRACT AND SEVERABILITY:

In the event one or more parts of this Contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

By signing this Agreement, Owner certifies that he/she is the sole owner of the horse(s) or has the authority to sign for Owner. This agreement is subject to the laws of the state of Arizona. The parties have executed this agreement this ____ day of _____, 20____.

Stallion Owner/Agent Signature: _____ Printed Name: _____

Mailing Address: _____

Home Phone: _____ Cell Phone: _____ Other Phone: _____

REQUIRED - Stallion Owner Credit Card Information (Visa/Master Card/AMEX) No debit cards please.

Name on card: _____ Credit Card #: _____ CID: _____ Exp: _____

OWNER: Please make note of any special needs, such as allergies to food or medications needed, in addition to specific medical instructions related to LINE ITEM #6.

Notes: _____

Office use only
Date of arrival: _____ Departure Date: _____ Balance Paid In Full: YES / NO Amount: _____
28150 N Alma School Pkwy, Ste. 103-302, Scottsdale AZ 85262, (480)273-7759 , fax: (480) 515-3775