



**CLIENT OWNED RECIPIENT MARE
MANAGEMENT AGREEMENT
INTAKE SHEET**
20_____ Breeding Season

RECIPIENT MARE INFORMATION

Registered Name: _____ Registration No.: _____

Barn Name: _____

Breed: _____ Age: _____ Color: _____ Brands/Tattoos: _____

Insured? Yes No Agency: _____

Insurance Contact Information:

Recipient for Donor Mare/Embryo Source: _____

OWNER INFORMATION

Owner: _____

Owner Address: _____

Phone number: _____ -Home
_____ -Cell

Email Address: _____

Secondary Contact that can **Authorize** veterinary
medical/surgical care in case of EMERGENCY:

Phone number: _____ -Home
_____ -Cell

RESPONSIBLE PARTY (IF DIFFERENT FROM MARE OWNER)

AGENT LEASEE OTHER

Name: _____

Address: _____

Phone number: _____ -Home
_____ -Cell

Email Address: _____

Phone Number: _____ -Home
_____ -Cell

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RECIPIENT MARE: _____ Barn Name: _____

CHOOSE DESIRED SERVICES:

Management of Client Owned Recipient (\$500.00 per mare) *

CHOOSE BOARD RATE:

Mare Motel (\$16/day)

Barn Stall (\$18/day)

Mare w/Foal at Side (\$22/day)

EXPLANATION OF SERVICES:

1. **Management of Client Owned Recipient Mare (Donor Mare Owner's own Recipient Mare(s) Services*** includes all transrectal palpation/ultrasonography, ovulation inducing drug administration (e.g. hCG or deslorelin or histrelin), prostaglandin administration to short cycle Recipient mare, in attempt to synchronize with Donor Mare for **ONE cycle**.

***DOES NOT guarantee synchronization** will be achieved and BR staff reserve right to transfer any collected embryo(s) from Donor Mare into the uterus deemed more likely to achieve pregnancy based on synchronization and results of transrectal palpation/ultrasonography at the time of transfer whether this is the Donor Mare Owner's own Recipient mare or a BR Recipient Mare.

MARE BREEDING HISTORY

Has Mare Ever Carried a Pregnancy? YES NO

If YES:

Mare's own foal or Embry Transfer foal: Carry-Own ET Pregnancy

What was outcome of pregnancy: _____

Did mare have any post foaling issues? YES NO

If YES please describe:

RECIPIENT MARE: _____ Barn Name: _____

MARE HEALTH CONSIDERATIONS

Please list the vaccination history of the mare and/or vaccines that still need to be administered while the mare is at BR:

Eastern & Western Equine Encephalitis _____ Tetanus _____

Rhinopneumonitis (Herpes) _____ Influenza _____

West Nile _____ Rabies _____

Strangles (Streptococcus equi) & other Misc.: _____

Other (e.g. Equine Arteritis Virus, Botulism, etc.) _____

MANAGING YOUR MARE

Please fill in the following information to help us in managing your mare. We require disclosure of any medical conditions that could affect management of mare before acceptance into breeding program.

<p>FEED Hay type & Quantity AM: _____ PM: _____</p> <p>*Grain type & Quantity AM: _____ PM: _____</p> <p>*Supplements: _____ _____ _____</p> <p>BR offers Bermuda Grass and/or Alfalfa hays *Feeding grain or supplements supplied and prepared by owner is included in board. All grain/supplements supplied by BR or requiring BR veterinary staff to feed is subject to additional fees.</p>	<p>HEALTH CONSIDERATIONS & TREATMENTS Medical Problems: _____ _____ _____ _____</p> <p>Current Treatments: _____ _____ _____ _____</p> <p>Management Considerations: _____ _____ _____</p> <p>Farrier Services if necessary: Name of Farrier: _____ Phone: _____</p>
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CLIENT OWNED RECIPIENT MARE MANAGEMENT AGREEMENT

This Recipient Mare Management Agreement (the "Agreement") is entered into this ____ day of _____, 20____, by and between Rogers Bandalero Ranch ("BR"), and the Recipient Mare Owner/Authorized Agent/Lessor or any person(s) identified as financially responsible for the mare as identified on the intake sheet accompanying this Agreement (the "Responsible Party"). BR agrees to provide service as selected on page 2 of the intake sheet by the Responsible Party.

1. **AUTHORITY.** The person signing this Agreement represents and warrants that he/she is the true and lawful owner of the above listed mare, or if not the owner, then has actual authority to act as owner's agent for purposes of entering into this Agreement, and to make any and all decisions. The signatory shall be fully responsible for all charges incurred under this Agreement and shall indemnify, and defend and hold harmless BR from any and all claims, of every kind and nature, arising as a result of or in connection with this Agreement (including any claim that such person lacked the right or authority to execute this Agreement on behalf of the true owner).
2. **STANDARD OF CARE.** Responsible Party agrees that during the period BR is in possession of the Mare, good equine practice may suggest and/or require that Mare be vaccinated, dewormed, and feet trimmed or shod. Therefore, during the term of this Agreement, the Responsible Party hereby grants to BR the right and authority, based upon its independent judgment, to administer **routine preventative medicine** and to have the Mare trimmed or shod at any time by a farrier selected by BR. The Responsible Party shall pay/reimburse BR for the cost thereof upon invoicing as set forth herein.
3. **RELEASE & INDEMNITY.** The Responsible Party on behalf of himself, any minors he may bring to the BR facility, and his family, heirs and successors acknowledges and agrees that (i) horse related activity involves inherent risk of bodily harm, injury, or death; (ii) the Responsible Party is willing and able to accept these risks; (iii) the Responsible Party agrees to hold the BR and/or the property owner harmless from any liability resulting therefrom; and (iv) the Responsible Party shall fully and forever indemnify BR from the same. Responsible Party further releases and agrees to hold the BR, their agents, servants, employees, assigns, successors in interest, and/or the BR Facility's underlying property owner (collectively "BR Indemnitees") harmless from and for any liability for any sickness, disease, death, loss, or injury which may be caused or suffered by Responsible Party's horse(s) which are the subject of this Agreement or for any other cause of action whatsoever arising out of or in any way connected with the BR's care for the animals at BR's Facility or transport of the same contemplated herein or arising out of this Agreement. Responsible Party expressly acknowledges that BR does not carry any insurance on Responsible Party's horse(s). BR recommends that Responsible Party carry all types of insurance necessary to cover any such risks borne by Responsible Party per this clause. Furthermore, Responsible Party shall indemnify and defend BR Indemnitees 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 BR Indemnitees arising out of the terms contained herein, and satisfy any judgement entered against BR Indemnitees for the same.
4. **SETTLEMENT OF ACCOUNTS.** Responsible Party shall **pay all charges in full** before departure of the Recipient Mare from BR facility, regardless of outcome of embryo transfer in accordance with the fee schedule attached hereto and incorporated herein by reference. Responsible Party shall pay all **costs related to medications necessary to facilitate procedures/use of Recipient Mare, facilitate transfer of embryo into Recipient Mare, and/or maintain**

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pregnancy after embryo transfer as recommended by BR. These costs are NOT included in Management Price services.

5. **DEPARTURE.** At least one-week advance notice must be given prior to departure of the mare to allow preparation of required paperwork. The Responsible Party is required to make transportation arrangements for the mare between the hours of 9:00 am to 5:00 pm Monday through Friday, unless previous arrangements have been made well in advance. **Mare(s) will not be released if insufficient notice is given or the account is not settled prior to departure.**
6. **LATE FEES & REMEDIES.** All invoice **balances are payable within 30 days of monthly or final invoice.** AFTER THIRTY (30) DAYS FROM BILLING DATE, A \$25.00 HANDLING FEE AND INTEREST OF 1.5% PER MONTH ON THE OUTSTANDING BALANCE SHALL BE APPLIED. The Responsible Party will be **considered in default** of its obligations under this Agreement if the Responsible Party fails to remit any payment **within thirty (30) days** after invoice or otherwise fails to observe, comply with, or to perform any term, condition, or covenant contained in this Agreement and such failure continues for ten (10) days after BR gives the Responsible Party written notice thereof. In the event of default by the Responsible Party, BR may terminate this Agreement as of the date specified in the notice, without prejudice to any other right or relief provided by law. BR reserves the right to refuse or suspend service when any of the Responsible Party's accounts with BR are past due. **RESPONSIBLE PARTY EXPRESSLY AGREES** that BR shall not be obligated to retain and/or maintain the mare if amount(s) owed have not been paid in excess of forty-five (45) days after BR has sent notice of delinquent payment to Responsible Party's address via certified mail without a response. **RESPONSIBLE PARTY EXPRESSLY WAIVES** the statutory process for prosecuting an agister's lien under A.R.S. § 3-1295, and hereby agrees that if after forty-five (45) days from the time BR has sent notice of delinquent payment to Responsible Party's address via certified mail regardless of whether the Responsible Party accepts and confirms receipt of the certified letter, and Responsible Party has not satisfied the debt, then BR is free to deem its statutory lien on the mare perfected without court order and shall thereafter be the legal owner of the mare. In the event BR takes title to the mare as described; this Agreement shall constitute a bill of sale and authorization to process transfer applications for any breed registration associated with the mare upon sworn affidavit by BR's representatives setting forth the material facts of the default and perfection of the lien as set forth in this Agreement. The Responsible Party agrees to pay all costs and reasonable attorneys' fees incurred by BR in attempting to collect any outstanding balance or to enforce this provision.
7. **INSURANCE.** Responsible Party is responsible for **obtaining and paying for any insurance** desired on the Recipient Mare and/or foal and/or *in utero* foal. BR does not provide insurance.
8. **DNA TESTING.** Responsible Party is responsible for **parentage testing** of any foal successfully born from Recipient Mare.
9. **INDUSTRY REGULATIONS.** Responsible Party is responsible for all **breed registry rules and regulations** including, but not limited to, brand inspections required by law. Responsible Party shall promptly furnish proof of ownership and/or lease agreement, breed registry and brand inspection upon request by BR.
10. **EMERGENCY CARE.** If at any time BR determines, in its sole judgment and discretion, that the Recipient Mare (and/or foal) needs to be **transferred to a referral veterinary hospital** ("Referral Hospital") for medical or surgical treatment, the Responsible Party is responsible for all charges incurred. These charges will be billed separately by the Referral Hospital and must be paid in full before the animal can be returned back to BR. BR will make reasonable efforts to contact Responsible Party in the event that such transfer is required; however, if Responsible

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Party (or any authorized secondary parties) cannot be immediately reached, Responsible Party hereby authorizes BR to initiate such transfer, care and treatment.

11. **NO ASSIGNMENT.** This **Agreement is non-transferable.** If the mare is sold, all unpaid fees become immediately due and payable and no refunds will be made.
12. **EARLY TERMINATION.** BR reserves the **right to discontinue service** at its discretion and to terminate this Agreement upon ten (10) days' advance written notice to the Responsible Party.
13. **CHOICE OF LAW, COMPLIANCE, & VENUE.** Each party agrees to **comply with all applicable federal, state, and local laws, codes, regulations, rules, and orders.** This Agreement shall be governed by the laws of the State of Arizona, and any legal action concerning the provisions hereof shall be brought in the District Court in Pima County, Arizona.
14. **TEMPORARY AUTHORITY.** If it is determined that a brand inspection ticket is required in order to authorize any transfer or transport of animals under this Agreement, Responsible Party hereby authorizes and appoints BR to execute any required documents on Responsible Party's behalf.
15. **ENTIRE AGREEMENT.** This **Agreement constitutes the entire Agreement** between the parties and supersedes any previous agreements, understandings, or agreements of the parties, whether oral or written, concerning the subject matter of this Agreement. No services other than those set forth in this Agreement will be provided by BR without an express, written, and signed amendment to this Agreement.

By signing below, I, Responsible Party acknowledge and agree to comply with the terms and conditions contained herein. Further, I authorize BR to act as temporary agent on my behalf pursuant to the Emergency Care provision above should the Recipient Mare (and/or her foal) require emergency medical or surgical treatment and I authorize the release of medical and/or financial information from the treatment center in such an event to BR.

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

Signature of Responsible Party

Signature of Rogers Bandalero Ranch Authorized Representative Agent

Print Name

APPROVED: _____ DATE: _____

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