



### Stallion Services Agreement

<b>STALLION OWNER OR AUTHORIZED AGENT INFORMATION</b>  Owner: _____ Owner Address: _____ _____ Phone Number: _____-Home _____ -Cell  Email Address: _____ Authorized Agent: _____ Phone Number: _____-Home _____ -Cell	<b>RESPONSIBLE PARTY</b> (IF DIFFERENT FROM STALLION OWNER/AGENT)  Name: _____ Address: _____ _____ Phone Number: _____-Home _____ -Cell  Email Address: _____
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<b>STALLION INFORMATION</b>  Registered Name: _____ Registration Number: _____ Breed: _____ Insured? Yes <input type="checkbox"/> No <input type="checkbox"/> Agency: _____ Contact Information: _____ _____	<b>SERVICES</b>  <input type="checkbox"/> Phantom Training for Semen Collection <input type="checkbox"/> Semen Collection for Immediate Insemination <input type="checkbox"/> Semen Collection for Shipping <input type="checkbox"/> Semen Freezing & Storage or Shipment* <i>*separate agreement applies</i> <input type="checkbox"/> Stallion Handling for Live-cover Breeding <input type="checkbox"/> Stallion Daily Board = \$22/day
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**STALLION SERVICES AGREEMENT**

This Stallion Services Agreement (the "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Rogers Bandalero Ranch ("BR"), and the Stallion Owner/Authorized Agent/Responsible Party (collectively the "Responsible Party"). BR agrees to provide service(s) selected on page 1 above.

1. **AUTHORITY.** The Responsible Party, who signs this Agreement represents and warrants that he/she is the true and lawful owner of the stallion, or if not the owner, then has authority to act as owner's agent for purposes of entering into this Agreement, and to make any and all decisions. The Responsible Party signing 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 enter into 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 stallion, good equine practice may suggest and/or require the stallion 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 stallion 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. **EVA TESTING.** BR strongly encourages all stallions to be tested for EVA (equine viral arteritis) and to be vaccinated against the virus annually. Responsible Party is responsible for any and all charges related to testing and vaccination if BR is authorized to perform.
4. **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, attorneys' 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 judgment entered against BR Indemnitees for the same.
5. **SETTLEMENT OF ACCOUNTS.** Responsible Party shall **pay all charges in full** before departure of the stallion from the BR facility in accordance with the fee schedule attached hereto and incorporated herein by reference.

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6. **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.**
7. **THIRD PARTY SEMEN COLLECTION FROM STALLION.** If collected semen has been purchased by a third party not privy to this Agreement from the Responsible Party (e.g. mare owner who has purchased breeding rights to stallion via separate arrangements made with Responsible Party), payment for collection/shipment and associated fees must be paid prior to BR performing services. If the third party fails to provide means of payment by scheduled time of service, Responsible Party must pay for services or BR holds the rights to refuse to perform said services.
8. **LATE FEES & REMEDIES.** All invoice **balances are payable within thirty (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 Stallion 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 stallion perfected without court order and shall thereafter be the legal owner of the stallion. In the event BR takes title to the stallion as described; this Agreement shall constitute a bill of sale and authorization to process transfer applications for any breed registration associated with the stallion 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.
9. **INSURANCE.** Responsible Party is responsible for **obtaining and paying for any insurance** desired on the stallion. BR does not provide insurance.
10. **DNA TESTING.** Responsible Party is responsible for **parentage testing** of any foal born out of semen collected from the stallion.
11. **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.
12. **EMERGENCY CARE.** If at any time BR determines, in its sole judgment and discretion, that the stallion 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 Party (or any authorized secondary parties) cannot be immediately reached, Responsible Party hereby authorizes BR to initiate such transfer, care and treatment.

13. **NO ASSIGNMENT.** This **Agreement is non-transferable.** If the stallion is sold, all unpaid fees become immediately due and payable and no refunds will be made.
14. **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.
15. **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.
16. **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.
17. **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 acknowledge and agree to comply with the terms and conditions stated above. Further, I authorize BR to act as temporary agent on my behalf pursuant to paragraph 12 above should the stallion, and/or responsible party mare being bred by stallion (live-cover, or collected/inseminated fresh, cooled, or frozen semen), her foal and/or pregnant recipient 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 above.**

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Signature of Semen Owner/Agent

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Signature of Rogers Bandalero Ranch Authorized Representative Agent

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Print Name

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_