



SUMMIT EQUINE
Custom Semen Service Agreement

This Semen Storage and Distribution Agreement (“**Agreement**”) is entered into by and between Summit Equine, Inc., an Oregon corporation (“**Summit Equine**”), and the owner of the stallion Horse(s) described below for the services as described in and according to the terms of this Agreement.

1. **Owner:** The Owner of the Horse(s) under this Agreement (“**Owner**”) is:

Name: _____

Entity Name (if applicable): _____

Address: _____

City, State, Zip: _____

Phone: _____

Fax: _____

E-mail: _____

If Owner is an entity or multiple individuals, the individual named above and signing this Agreement warrants that he/she is as an agent of the entity and/or multiple individuals and is authorized to bind the entity and/or multiple individuals jointly and severally to the terms, conditions, and obligations provided by this Agreement.

2. **Agent:** If an agent is authorized to make breeding decisions regarding the Horse(s) (“**Agent**”), and entering into this Agreement on behalf of Owner, the Agent is:

Name: _____

Address: _____

City, State, Zip: _____

Phone: _____

Fax: _____

E-mail: _____

Who is the owner of the Semen? Owner Agent Other (specify) _____

Who is authorized to make decisions regarding Semen? Owner Agent

Any limits to Agent’s authority regarding the Semen? Yes No

If yes, please list authority limits here: _____

Contact regarding Semen quality, test results, and/or inventory: Owner Agent

3. **Horse(s):** For purposes of this Agreement, Semen (“**Semen**”) shall refer to semen from the following described horse(s) (collectively “**Horse(s)**”)

Registered Name	Breed Registry	Registration No.	Year Foaled
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Owner agrees to disclose here any issues and/or behavioral problems (i.e. kicking, biting, rearing, etc.) the Horse(s) has/have with regard to breeding or handling in general to warn Summit Equine of any known issues or behavioral problems that may create safety hazards for Summit Equine staff and thereby reduce Owner's personal liability for any injuries to Summit Equine staff resulting therefrom:

4. **Services:** Owner hereby requests and authorizes Summit Equine to provide the following initialed Services ("**Services**") for the Horse(s) described above:

Services Requested

Owner's Initials

- Boarding the Horse(s)

Note: Board is provided on a per day basis and includes hay, bedding, grain, daily grooming, and turnout.

Note: Except as stated here, Owner represents, to the best of his/her/its knowledge, Horse(s) is/are currently sound, disease-free, in good health, and not in need of any special care.

If boarding requested,
initial here agreeing
accurate

Exceptions: _____

If any exceptions
listed, initial here
agreeing accurate
and complete

Note: In the event, in Summit Equine's sole discretion, the Horse(s) is/are in need of emergency medical and/or farrier care, Summit Equine agrees to attempt to contact Owner and, if provided, **Owner's Emergency Contact** (see below), before obtaining the care required in Summit Equine's sole discretion. If Summit Equine is unable to contact Owner or the Emergency Contact within a reasonable time, as deemed reasonable by Summit Equine in the circumstances, Summit Equine is hereby authorized by Owner to obtain the medical and/or farrier care Summit Equine deems to be in the Horse(s) best interest including, but not limited to surgery. Owner agrees to remain solely responsible for the cost of all medical and/or farrier services obtained while the Horse(s) is/are boarded at Summit Equine.

If boarding requested,
initial here agreeing to
these terms

Owner's Emergency Contact authorized to approve medical and/or farrier care, including surgery

Name and Phone #: _____

Services Requested

Owner's Initials

- Training the Horse(s) to collection phantom _____
- Semen collection and evaluation _____
- Collection and processing for cooled semen shipments _____
- "Clean out" collections in preparation for freezing semen _____

Note: "Clean out" collection, test freezing and quality analysis of each Horse(s)'s semen is a prerequisite to provision of further services by Summit Equine. Upon conclusion of the test freezing and analysis thereof, Summit Equine will provide to and discuss with Owner the results of test freezing by various protocols and the implications for breeding the Horse(s) by frozen semen. Should the results of the test freezing and thawing analysis fail to meet Summit Equine quality standards, Summit Equine reserves the right to decline to collect and freeze semen for distribution. Summit Equine also reserves the right to refuse to collect any Horse(s) that exhibit behavior that is, in Summit Equine's sole discretion, deemed unacceptably unruly, unsafe, or otherwise undesirable, even with knowledgeable professional handling and safety measures.

- Collection and processing of frozen for domestic shipments _____
Number of doses requested = _____
- Storage and shipment of frozen semen _____
- Semen freezing for international distribution _____
Countries = _____
Number of doses requested = _____

Note: Summit Equine will review with Owner the health testing procedures required to qualify semen for international distribution. Health testing can be performed at Summit Equine or, depending upon the circumstances and the countries involved, may be completed by Owner's veterinarian before and/or after the Horse(s) visit(s) Summit Equine for semen freezing. Semen will not be qualified for export unless and until all health testing requirements are fulfilled and complete health testing results are on file.

5. Payment Terms:

- a. **Price:** Services provided by Summit Equine will be billed at the rates then in effect at the time Services are rendered. The Summit Equine Rate Schedule will be provided to Owner at the time Owner enters into this Agreement and the Rate Schedule is herein incorporated by reference. Owner understands and agrees that fees for Services rendered are due and payable regardless of the success or failure of said Services as no guarantee

is provided for the Services unless otherwise provided in this Agreement. Summit Equine reserves the right to revise the Fee Schedule at the commencement of each breeding season without notice and at any time with notice to Owner for any Horse(s) requiring special services or management or presenting handling issues.

b. Billing: Owner will be invoiced at least bi-weekly or upon completion of services, whichever is earlier. Frozen semen storage fees are billed in advance on a quarterly basis. Owner will be billed for the number of doses in inventory on the first day of the quarter. Any increase in the number of doses in storage during the quarter will not be billed until the first day of the following quarter. Owner understands and agrees that Owner will not receive a refund for any decrease in the number of doses in storage during any quarter time period, regardless of the cause of the decrease.

c. Late Payment Penalty: Billing invoices are due and payable upon receipt. Any unpaid balances not paid within thirty (30) days of the invoice date will accrue a late payment penalty of \$50 per month, regardless of the amount of the unpaid balance, for each month an unpaid balance remains.

d. Security and Lien Right: Owner hereby grants to Summit Equine a security interest and possessory lien in the Semen collected and/or stored by Summit Equine to secure any amount due for Services provided by Summit Equine including, but not limited to, collection, testing, processing, storage, and distribution of Semen, and the fees and costs associated therewith. The failure of Owner to pay any amounts due within forty-five (45) days of the invoice date and the failure of Owner to pay any amounts due Summit Equine within five (5) days of written notice from Summit Equine of Owner's default constitutes Owner's authorization for Summit Equine to sell or otherwise transfer ownership of the Semen in Summit Equine's custody to offset any amounts due. Sale of Semen may be by public or private sale, to one or more purchasers, to any purchasers at Summit Equine's sole discretion, and pursuant to any and all terms determined by Summit Equine in its sole discretion. Owner hereby agrees to execute any and all breeding certificates and other requested documents to register foals resulting from Semen sold by Summit Equine pursuant to this Section 5(d) without delay, obstruction, or Court intervention. Summit Equine is permitted to recover unpaid amounts due, including incurred Late Payment Penalties as provided in Section 5(c) above, costs relating to the collection, testing processing, freezing, thawing, evaluation, and storage for Semen sold or to be sold pursuant to this Section 5(d), as well as any costs of collecting the unpaid amounts including, but not limited to, attorney's fees, court costs, delivery fees, and auction fees, from the sale proceeds. Summit Equine is not obligated to sell Semen or to obtain any particular price for the Semen for purposes of mitigating its damages or otherwise satisfying the unpaid invoices, and Summit Equine may destroy any stored Semen for which storage fees are unpaid without any financial, legal, or other obligation to Owner or any third party. Any amounts not recovered by Summit Equine will remain due and payable, and Late Payment Penalties will continue to accrue thereon until payment is received in full. The provisions of this Section 5 shall survive the termination of this Agreement.

6. Shipment of Semen: Owner agrees to pay any and all charges associated with shipment of Semen from or to Summit Equine. Owner further agrees to pay any and all express mail/courier/airline shipping charges, courier service charges, and return freight charges. It is the responsibility of Owner to provide Summit Equine, in writing, the name and delivery address for any recipient to which Semen stored at Summit Equine is to be shipped. Owner shall certify, in writing, that the recipient has met his/her/its contractual and financial obligations to Owner for breeding to the Horse(s). Owner shall include in this writing the quantity of Semen to be shipped and the requested shipment date. Summit Equine will use its best efforts to meet Owner's shipment requests, but shall not be responsible for factors beyond its control including, but not limited to, delays or cancellations caused by weather, Acts of God, transportation, holidays, power failures, labor disputes, and other shipping impediments. Summit Equine shall not be obligated to ship any Semen unless and until all the information required to be provided in this Section 6 is provided, in writing, to Summit Equine by Owner and provided at least three (3) business days prior to the requested shipment date. Other than requiring the Owner's consent to Semen shipments, Summit Equine has no duty to verify the eligibility of any recipient to receive the Semen, the validity of the address provided, the recipient's ability to appropriately handle or store the Semen or to use it for insemination, any limit on the number of mares a recipient may breed with the Semen shipped, or enforcement of the recipient's obligation to destroy or return unused Semen.

7. Waiver of Warranties: Owner realizes that regardless of initial test results, there are many factors that can affect a horse's fertility at any given time, many out of control of either Summit Equine or Owner, and that there is no guarantee that collections of Semen over time will produce any particular quantity or quality of Semen or consistent conception rates. Summit Equine makes no guarantee or warranty as to the fertilizing capacity of any Semen processed, stored or distributed under this Agreement. OWNER UNDERSTANDS THAT NO WARRANTIES OR GUARANTEES ARE GIVEN UNDER THIS AGREEMENT BY SUMMIT EQUINE AND OWNER SPECIFICALLY WAIVES ALL WARRANTIES EXPRESSED OR IMPLIED INCLUDING, BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. Enforcement of Quality Standards: Owner understands and agrees that Summit Equine retains the right to customary post thaw evaluation of at least one unit of Semen from each collection processed by Summit Equine. Owner further understands and agrees that collections not fulfilling minimum quality standards, as defined at the sole discretion of Summit Equine, will not be commercially distributed without an accompanying statement from Summit Equine revealing the findings of that evaluation and stating that Summit Equine does not recommend that Semen from the particular collection be used for artificial insemination.

9. Assumption of Risk and Waiver of Claims:

a. Insurance: Owner recognizes that there are inherent risks in owning and breeding horses, including the risk of injury, illness, death, infertility, theft, destruction of Semen, and other losses. Owner acknowledges that Summit Equine's insurance does not cover Owner's property interests in the Semen or other property interests of Owner and Owner assumes all risk of loss, damage, or injury in connection with Services provided by Summit Equine and with the presence of Owner's property at Summit Equine. Owner acknowledges that Owner bears the sole responsibility to insure or to self-insure against damage, loss, or injury to Owner's interests, including damage, destruction or loss of Semen (unless caused solely by Summit Equine's gross negligence, willful and wanton, or intentional wrongdoing).

b. Assumption of Risk, Waiver, Defend, Indemnify, and Hold Harmless: Owner assumes the risk of selling and shipping Semen to third parties under this Agreement, including, but not limited to, the inherent risks of infection of mares inseminated, failed deliveries, contamination, damage, destruction, or lost shipments. Owner hereby waives all claims against Summit Equine, its owners, officers, employees, contractors, beneficiaries, subsidiaries, agents, assigns, and others acting on their behalf ("**Released Parties**") for any loss or damage suffered either by Owner or by third party mare owners, or any others with claims to or regarding any Horse(s) and/or Semen. Owner agrees to defend, indemnify and hold Released Parties harmless against any claims of loss or damage, including but not limited to attorney's fees and the costs of defense against any such claims or damages.

c. Limitation of Liability: In the event that Owner's Horse(s) boarded at Summit Equine is injured, ill, or otherwise damaged, Owner agrees that the maximum monetary value Owner's damages against Summit Equine for any surviving claims for each Horse is \$500. In the event that Owner's Semen stored at Summit Equine should be unintentionally thawed or otherwise lost or destroyed while in storage at Summit Equine, not including permitted destruction pursuant to Section 5(d) above, Owner agrees that the maximum monetary value of each straw of Semen lost or destroyed shall be determined by the amount invoiced to the Owner by Summit Equine to collect and process the semen actually destroyed, not including the costs of storage incurred to store the semen from the date of production to the date of loss, and in no case shall Owner's total damages claim against Summit Equine exceed \$100.00 for each breeding dose. In the event that the Semen lost or destroyed was not frozen by Summit Equine, the maximum monetary value of each breeding dose shall be \$20.00. Owner agrees that Summit Equine shall not be liable for any interruption or any loss of business, incidental or consequential damages (including strict liability in tort) whether or not resulting from any act or omission of Summit Equine (unless caused solely by Summit Equine's gross negligence, willful and wanton, or intentional wrongdoing).

10. Term: This Agreement shall remain in force and effect for the duration of time the Horse(s) is/are at Summit Equine for collection Services, any time there is Semen belonging to Owner stored at Summit Equine unless the Agreement is terminated in writing by either party. Owner and Summit Equine understand and agree that Horse(s) may be

at Summit Equine for collection Services on an intermittent basis, with periods of absence between, and acknowledge that this Agreement shall remain in effect any time the Horse(s) return(s) to Summit Equine and during any time that Owner has Semen stored at Summit Equine, unless and until this Agreement is terminated or modified in writing by the mutual consent of Owner and Summit Equine. Notwithstanding the termination of this Agreement, whether by the last Semen shipped, used, destroyed, or in writing by either party, all amounts due hereunder remain due and owing and Summit Equine's rights provided by Section 5(d) shall remain effective and enforceable until all amounts invoiced are paid in full. Owner understands and agrees that, in the event either party terminates this Agreement at any time, and any amounts due Summit Equine by Owner remain unpaid as of the termination date, any stored Semen will not be distributed or returned to Owner unless and until all amounts due are paid by Owner. The security interest and lien rights provided in Section 5(d) above shall remain on any stored Semen for the amount due as well as any fees incurred after the termination date to continue to store the remaining Semen and collect the amount due.

11. Ownership Transfer: Should Owner transfer any interest in the Horse(s) and/or Semen during any period for which the Horse(s) and/or Semen is/are at Summit Equine, Owner will immediately notify Summit Equine in writing of the transfer, and no further services will be provided by Summit Equine until any new owner or owners have executed a new Agreement with Summit Equine, and until Owner has provided to Summit Equine a Bill of Sale. Upon transfer of ownership of the Horse(s) and/or Semen, Owner shall remain obligated to pay for all services provided beyond the date of transfer of title, until any new owner enters into an Agreement with Summit Equine and agrees to pay all amounts due.

12. General Terms:

a. Entire Agreement: This Agreement contains the entire agreement of the parties with respect to the Horse(s) and/or Semen and no representations or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

b. Notice: Any notice or document required or permitted to be delivered hereunder shall be personally delivered, sent by Certified Mail Return Receipt Requested, or sent by overnight mail delivery addressed to Owner and/or Owner's Agent (if applicable) at the address set forth in Section 1 and Section 2 above, and to **Summit Equine at 29895 NE Wilsonville Road, Newberg, Oregon 97132**, or such other addresses as either party may from time to time designate to the other by written notice. Any such notice shall be deemed given and effective upon receipt or refusal to accept receipt thereof. Notice may also be delivered by electronic mail delivery to Owner and/or Owner's Agent (if applicable) at the contact information set forth in Section 1 and Section 2 above, and to Summit Equine at info@summitequineinc.com and shall be deemed given and effective upon recipient's confirmation of receipt or recipients response thereby confirming same.

c. Waiver: No failure of Summit Equine to exercise any power given it hereunder or to insist upon strict compliance by Owner of any obligation hereunder, and no custom or practice at variance with the terms hereof, shall constitute a waiver of Summit Equine's right to demand strict compliance with the terms hereof.

d. Severability: If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall be determined to be invalid or unenforceable to any extent, neither the remainder of this Agreement nor the application of such term, covenant or condition to any other person or circumstance shall be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

e. Governing Law and Time Limitation: This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon. All disputes relating to the interpretation and enforcement of the terms of this Agreement shall be resolved first by a mutually selected mediator which, if unsuccessful within thirty (30) calendar days from the date of referral to mediation, then by the state court located in Yamhill County, Oregon, and the parties hereto hereby submit to the jurisdiction and venue of the court for such purpose. Owner agrees that any and all claims and/or causes of action, for injury, damage, breach of contract, or other claims or losses, by Owner, Owner's Agent, or their respective clients, employees, or anyone acting on their behalf must be brought within one (1) year of the date of the occurrence or contract breach giving rise to such claim or loss. The

prevailing party shall be entitled to recover its attorneys' fees and costs incurred in enforcing the terms of this Agreement and/or in defending or prosecuting any such claims.

f. Construction: Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa. The words "hereof," "herein," "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement.

g. Headings: The headings in this Agreement are used for convenience only and are not intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any of its provisions.

h. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

i. Execution: By signing below, Owner agrees to all the terms contained in this Agreement and further acknowledges that Owner is not acting in reliance upon oral promises or statements from any person whatsoever, knows that Owner has other facilities to choose from, and voluntarily intends on Owner's own behalf and on behalf of Owner's spouse, relatives, heirs, agents, trustees, beneficiaries, representatives, successors, and assigns to be bound by the terms and conditions contained herein.

IN WITNESS WHEREOF, both Owner and Summit Equine have caused this Agreement to be executed as of the date stated below.

Summit Equine, Inc.

Owner

By: Ryan Ferris

By: _____

Title: President

Title: _____

Date: _____

Date: _____