



SUMMIT EQUINE®
Mare Management Agreement

This Mare Management Agreement (“**Agreement**”) is entered into by and between Summit Equine, Inc., an Oregon corporation (“**Summit Equine**”), and the Owner (defined below) of the Horse(s) described below for the Services (defined below) 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 execute this Agreement and 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 mare management and breeding decisions regarding the Horse(s) (“**Agent**”), and enter into this Agreement on behalf of Owner, the Agent is:

Name: _____

Address: _____

City, State, Zip: _____

Phone: _____

Fax: _____

E-mail: _____

Any limits to Agent’s authority regarding the Horse(s)? Yes No

If yes, please list authority limits here: _____

3. **Horse(s):** For purposes of this Agreement, Owner engages Summit Equine to provide Services for the following described Horse(s). If Services are requested by Owner and provided by Summit Equine, the information requested below shall be provided for each of the Horse(s) listed here as well as those included in the Addendum attached (which are incorporated into this Agreement, and referenced herein collectively as the Horse(s)), and the terms and conditions of this Agreement shall apply to all Horse(s) for which Owner requests Services, without requiring the execution of an additional Agreement:

Registered Name

Breed Registry

Registration No.

Year Foaled

Mare #1 _____

Mare #2 _____

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

a. Boarding the Horse(s): Horse boarding at Summit Equine is provided on a per day basis and includes hay, bedding, grain, daily grooming, and turnout. Owner hereby represents, to the best of his/her/its knowledge, the Horse(s) is/are currently sound, disease-free, in good health, and not in need of any special care. 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.

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

Name and Phone #: _____

b. Veterinary care: Summit Equine is a licensed veterinary practice, legally allowed to perform veterinary procedures related to the care and management of the Horse(s). Owner hereby consents to and agrees to pay for certain services, and understands and agrees that there are inherent risks associated with these services associated with care and breeding management of the Horse(s) including, but not limited to: rectal palpation, trans-rectal sonographic examination, trans-vaginal oocyte aspiration, embryo recovery, uterine culture, uterine cytology, uterine lavage, intrauterine antibiotic therapy, administration of reproductive hormones such as hCG, deslorelin, oxytocin, prostaglandins, and administration of sedatives required to perform reproductive procedures.

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.

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 an 18% per annum late fee, 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 Horse(s) boarded by Summit Equine, and any semen stored at Summit Equine, to secure any amount due for Services provided by Summit Equine under this Agreement. 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 Horse(s) and/or sell any or all of

Owner's stored semen in to offset any amounts due. Sale of Horse(s) and/or 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 the Horse(s) sold by Summit Equine or semen sold by Summit Equine pursuant to this Section 5(d) without delay, obstruction, or Court intervention. Summit Equine is permitted to recover from any sale proceeds any unpaid amounts due, including incurred Late Payment Penalties as provided in Section 5(c) above, interest, costs relating to the care, maintenance, and other Services provided to the Horse(s), and semen storage related fees, from the date of this Agreement though the date the Horse(s) is/are sold (or semen is destroyed) 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. Summit Equine is not obligated to sell the Horse(s) and/or semen or to obtain any particular price for the Horse(s) and/or semen for purposes of mitigating its damages or otherwise satisfying the unpaid invoices and Summit Equine may also destroy any stored semen for which storage fees are unpaid. Any amounts not recovered by Summit Equine through the sale of the Horse(s) or semen will remain due and payable and the Late Payment Penalty, interest, attorneys' fees, and any additional fees relating to the Horse(s) and/or stored semen 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 Embryos/Oocytes: Owner agrees to pay any and all charges associated with shipment of oocytes/embryos to outside facility(ies) and return of shipping containers. 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 facility to which Summit Equine is to ship oocytes/embryos. Owner shall certify, in writing, that the facility has met his/her/its contractual and financial obligations to Owner for the oocytes/embryos. 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 oocytes/embryos 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 oocyte/embryo shipments, Summit Equine has no duty to verify the eligibility of any facility to receive the oocytes/embryos, the validity of the address provided, the facility's ability to appropriately handle or store the oocytes/embryos or the act of maturation, fertilization and manipulation of embryos or the act of embryo transfer, any limit on the number of times a recipient mare may receive an embryo in a breeding season, or enforcement of the facility's obligation to destroy or return unused oocytes/embryos.

7. Shipment/Storage of Semen: All frozen semen shipped to Summit Equine under the Owner's name will be used for the Owners Horse(s). Owner agrees to provide Summit Equine with the identification of the stallion and the specific Horse(s) to which the semen is to be inseminated. Owner agrees to pay any and all charges associated with shipment and storage of semen to Summit Equine for insemination of the Horse(s) or for any other reason for the benefit of Owner or at Owner's request. Owner agrees to pay any and all express mail/courier/airline shipping charges, courier service charges, and return freight charges for any semen shipped to or from Summit Equine. Any semen remaining at Summit Equine at the close of breeding season, or for any other reason stored at Summit Equine, will be transferred into Summit Equine's storage and distribution program. Frozen semen storage is billed monthly and Owner understands and agrees Owner will be billed for the number of semen doses stored at Summit Equine on the first day of the month, commencing on October 1st. Any increase in the number of doses in storage during the month will not be billed until the first day of the following month. Owner will not receive any refund for any decrease in the number of doses stored during any given month. For any semen stored at Summit Equine, it is the responsibility of the Owner to provide to Summit Equine the name and delivery address for any recipient to which semen is to be shipped, certify that the recipient (if other than Owner) has met its contractual and financial obligations to Owner, indicate 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. Other than requiring the Owner's consent to ship semen, 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.

8. Waiver of Warranties: Owner realizes that regardless of initial exam/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 of success of inseminations, embryo flushing or transfer procedures. 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.

9. Assumption of Risk and Waiver of Claims:

a. Insurance: Owner recognizes that there are inherent risks in owning and breeding horses, including, but not limited to, the risk of injury, illness, death, infertility, theft, destruction of the Horse(s), semen, embryo, and other losses. Owner acknowledges that Summit Equine's insurance does not cover Owner's property interests in the Horse(s), semen, embryo, 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 the Horse(s), semen, embryo, or other property interests (unless caused solely by Summit Equine's gross negligence, willful and wanton, or intentional wrongdoing). Owner acknowledges that Summit Equine's insurance does not cover Owner's property interests in the Horse(s), Frozen 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 Frozen 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 all Services provided under this Agreement, including, but not limited to, the inherent risks of veterinary procedures (rectal tear, infection, other) or failed pregnancy, failed embryo flush or transfer, failed oocyte collection or ICSI. 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), embryos 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 embryo is lost, damaged, or destroyed, not including permitted destruction pursuant to Section 5(d) above, Owner agrees that the maximum monetary value of each embryo lost, damaged, or destroyed shall be determined by the amount invoiced to the Owner by Summit Equine for the embryo related Services, and in no case shall Owner's total damages claim against Summit Equine exceed \$100.00 for each embryo. 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). In the event that Owner's Frozen 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 Frozen 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 Frozen 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 mare management and veterinary Services, 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 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 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, 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 Horse(s) boarded at Summit Equine will not be released to Owner until all amounts due are paid by Owner. The security interest and lien rights provided in Section 5(d) above shall remain on the Horse(s) for the amount due as well as any fees incurred after the termination date to continue to board the Horse(s) and collect the amount due.

11. Ownership Transfer: Should Owner transfer any interest in the Horse(s) during any period for which the Horse(s) 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), 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 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 6460 Highway 219 NE, Gervais OR 97026**, 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 recipient's 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. This Agreement can only be modified in writing signed by Owner and Ryan or Dora Ferris.

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 Marion 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 breeding and boarding 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, Owner has caused this Agreement to be executed as of the date stated below.

OWNER

Date: _____

(Printed Name)

(Signature)

If signer is Owner’s Agent, provide relationship to Owner (i.e. Manager, Officer, etc.): _____