



PETERSON & SMITH EQUINE REPRODUCTION CENTER

15107 SE 47th Avenue
 Summerfield, FL 34491
 (352) 307-3000 FAX (352) 307-3003

2020 STALLION REGISTRATION FORM

STALLION INFORMATION			
Registered Name:		Breed:	Registration No:
Barn Name:			Color:
Is Your Horse Insured? <input type="checkbox"/> Yes <input type="checkbox"/> No	Insurance Agency & Contact No:	Type Of Insurance:	Birth date/Age:

OWNER INFORMATION			
Owner Name:		Email Address:	
Address:	City:	State:	ZIP Code:
Primary Ph:	Business Ph:	Mobile Ph:	
Fax:	Agent :	Agent Ph:	
In case of an emergency please provide us with a secondary contact name and number of a person that can authorize veterinary medical or surgical treatment.		Name:	
		Ph:	
Billing Options: <input type="checkbox"/> Traditional Mail <input type="checkbox"/> Email Billing Email:			

SERVICES DESIRED	
<input type="checkbox"/> Training to the collection phantom	<input type="checkbox"/> Stallion Stall Board \$35.00/day
<input type="checkbox"/> Semen Collection & Processing for Domestic Shipment	<input type="checkbox"/> Frozen Semen Storage
<input type="checkbox"/> Semen Collection & Processing for International Shipment	Countries: _____
<input type="checkbox"/> Semen Freezing	Number of Doses: _____
<input type="checkbox"/> Epididymal Processing & Freeze	
<input type="checkbox"/> Breeding Soundness Exam	

HEALTH & MANAGEMENT

Prior to arrival at the ERC, we require horses to be vaccinated for the following diseases. Please note at least one of the following: 1) approximate date of last vaccination or 2) vaccines needed upon arrival or 3) vaccines you do not want given. If no vaccination history is provided, animals will be vaccinated upon arrival at Owner's expense. **Please include most recent vaccination dates below:**

Eastern & Western Equine Encephalitis	(Date)	FARRIER SERVICES Trimming or shoeing will be performed as needed or as requested. Please note any special instructions and/or contact phone numbers for a farrier to call for specific instructions. Farrier services will be billed directly by the farrier to the mare owner. *See Fee Schedule for applicable farrier pricing Trim Full Shoe Half Shoe Other Last Farrier Date: _____ _____ (initial here) I am requesting NO FARRIER services to be performed on my mare. Must be checked and initialed.
Tetanus	(Date)	
Influenza	(Date)	
Rhinopneumonitis	(Date)	
West Nile	(Date)	
Rabies	(Date)	
Strangles (<i>Streptococcus equi.</i>) (optional)	(Date)	
Equine Viral Arteritis (optional)	(Date)	
Last Deworming (Type/Brand):	(Date)	
Current Negative Coggins (w/ in 12 mo.)	(Date)	
Please note if you would for us perform a routine dental float while at the ERC		_____ initial here if you are requesting this service

MEDICAL CONDITIONS & TREATMENTS

Please provide the following information to help us manage your animal. We **require** disclosure of any medical conditions that could affect management of the animal before acceptance in this program.

Health Considerations & Treatments; Prior Foaling History

Medical Problems:	Current Treatments:
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FEED INSTRUCTIONS

The standard diet at ERC is grass and/or alfalfa hay and Seminole concentrates.

Hay Type & Quantity:	Grain Type & Quantity:
Supplements & Quantity:	Special Instructions:

_____ Owner wishes to decline listing the Horse(s) on our online Sire Directory.

This is a free promotional service offered to Owners of stallions frozen by Select Breeders Services (SBS) Inc. and can be accessed through our website or at www.siredirectory.com. Accompanying photos may be submitted to info@selectbreeders.com. Horses(s) will be added automatically unless Owner initials here.

_____ Owner wishes to decline sharing of information within the SBS Affiliate Laboratory Network.

Stallion name, registration, owner information and details of the freeze procedure are normally listed on our Internetwork Identification (ID) Database. The information on the ID Database is used for internal purposes only. i.e. if your stallion is frozen at another SBS Affiliated Laboratory they can access the freeze protocol through the ID Database.

Please Note: Semen quality information will not be shared with individuals outside of the SBS Affiliate Laboratory Network without the consent of the Owner.

As owner of the horse ("Owner"), for equine semen collection, processing and storage services as described and according to the terms set out below. **If the Owner identified above is an entity other than an individual person, or if there are multiple owners for the horse(s) covered by this Agreement, the individual executing this Agreement warrants that s/he is legally authorized to act on behalf of the Owner or additional owners for the purposes of arranging breeding services and entering into this Agreement.**

3. **Payment Terms:**

a) Services provided by PSERC will be billed at the rates published in PSERC Fee Schedule in effect at the time the services are provided, which Fee Schedule is incorporated by reference herein. Fees are due for services provided regardless of the results of those services. PSERC reserves the right to revise the Fee Schedule at the beginning of each breeding season, and at any time upon notice from PSERC to the Owner for any Horse requiring special services or management or presenting handling problems.

b) **Payment is expected at time of service or before stallion leaves PSERC.** All sums remaining unpaid after the invoice date shall accrue interest at the highest rate allowable under Florida Law. If any action is taken to collect this account, regardless of whether suit is initiated, Peterson & Smith Equine Reproduction Center shall be entitled to collect all costs and expenses of collection, including, but not limited to, reasonable attorneys' fees. The parties hereto do hereby mutually and willingly waive the right to a trial by jury of any and all claims, defenses, counterclaims, cross claims, third party claims and intervener's claims arising from or related to the treatment and services provided or collection of amounts due

c) Owner hereby grants to PSERC a security interest in the semen collected and/or stored by PSERC to secure any amounts due for services provided for care of the Horse(s), collection, testing, processing and storage and distribution of semen. **The failure of Owner to pay amounts due within 120 days of the date of invoice, and failure of Owner to satisfy Owner's obligations to PSERC within five (5) days of notice from PSERC of Owner's default constitutes Owner's permission for PSERC to sell any or all of Owner's semen in PSERC's custody to offset amounts due. Sale of semen may be by public or private sale, to one or more purchasers, at terms determined by PSERC in its discretion, and Owner shall execute all breeding certificates and other necessary documentation to register foals resulting from semen sold by PSERC pursuant to this Section. From any sale proceeds, PSERC is entitled to recover invoiced amounts due and unpaid, interest thereon as set out in Section 3(b) above, as well as any costs of collecting the above amounts. PSERC is not obligated to sell semen or to obtain any price for the semen and may also destroy any stored semen for which storage fees are unpaid. Any amounts not recovered by PSERC will remain due and payable, and interest will continue to accrue thereon until paid in full.**

4. **Shipment of Semen:** For any semen stored at PSERC, it is the responsibility of the Owner to provide to PSERC the name and delivery address for any recipient to which semen is to be shipped, certify that the recipient has met its contractual and financial obligations to the Owner for breeding to the Horse, indicate the quantity of semen to be shipped and the requested shipment date. PSERC will make best efforts to meet shipment requests but shall not be responsible for factors beyond its control, including but not limited to weather related delays, holidays, power failures, labor disputes and other impediments to shipment. Other than requiring the Owner's consent to semen shipments, PSERC 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.

5. **Shipment of Semen - International:** A PSERC technician will review with you the health testing procedures required to qualify semen for international distribution. Health testing can be performed at PSERC, or depending upon the circumstances and countries involved, may be completed by your own veterinarian after the stallion departs from PSERC. **Semen will not be qualified for export unless all health testing requirements are fulfilled.**

6. **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 PSERC or the 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. PSERC makes no guarantee or warranty as to the fertilizing capacity of any semen processed, stored or distributed under this agreement. Owner hereby waives any warranties with regard to quantity, quality, or viability of semen, including both express warranties and those implied by law, and SPECIFICALLY WAIVES ANY WARRANTIES WITH REGARD TO MERCHANTABILITY of the semen collected, processed and stored by PSERC, OR FITNESS OF PRODUCTS PRODUCED AT PSERC FOR EITHER THE OWNER'S OR THE OWNER'S CUSTOMERS' PARTICULAR PURPOSES.

7. Enforcement of Quality Standards: Owner agrees that PSERC retains the right to customary post thaw evaluation of at least one unit of semen from each collection processed by PSERC. Upon conclusion of the test freezing and analysis thereof, PSERC will provide to and discuss with Owner the results of test freeze by various protocols and the implications for breeding the Horse by frozen semen. Should the results of the test freeze and post-thaw analysis fail to meet PSERC quality standards, as defined in the sole discretion of PSERC, PSERC reserves the right to decline to collect and freeze semen for distribution. Semen not meeting the PSERC quality standards will not be commercially distributed without an accompanying statement from PSERC revealing the findings of that evaluation and stating that PSERC does not recommend that semen from the collection be used for artificial insemination.

8. Quality Assurance Program: The pioneering Quality Control and Assurance Program for SBS Affiliated Laboratories requires that 2-3 straws from all test freezes and a minimum of 20% of all subsequent freezes are subject to QC evaluation. Owner agrees that PSERC reserves the right to remove these straws from inventory for submission to the QC program. QC analysis is performed on a quarterly basis, therefore it maybe 4-6months after semen freezing before QC analysis is completed. Should a significant discrepancy arise between the reported post-thaw values and the QC analysis the Owner will be notified, and the frozen semen production report amended accordingly. Additional QC testing may be recommended at this time. Select Breeders Services Inc. is setting the standards for frozen semen within the equine industry. **The QC Program is a valuable component of our services and breeders throughout the world know that when they see the SBS logo they can trust in the quality of the semen processing.**

9. Disclosure of Known Behavioral Issues: If any Horse has been bred prior to collection at PSERC, Owner agrees to disclose to PSERC upon execution of this Agreement any issues and/or behavioral problems the Horse may have with regards to breeding or with handling in general. Owner acknowledges that failure to warn PSERC of known behavioral issues may create unnecessary safety issues for PSERC staff. PSERC also reserves the right to refuse to collect any Horse that exhibits behavior that is in PSERC's opinion unacceptably unruly or unsafe even with knowledgeable professional handling.

10. Assumption of Risk and Waiver of Claims:

a) Owner recognizes that there are certain risks inherent in owning and breeding horses, including the risks of injury, illness, death, infertility, theft, destruction of stored semen, and other losses. Owner acknowledges that PSERC's insurance does not cover Owner's property interests, either in the Horse(s) or in the semen stored pursuant to this Agreement and Owner assumes all risk of loss, damage, or injury in connection with services provided by PSERC and with the presence of Owner's property at PSERC. Owner acknowledges that Owner bears the sole responsibility to insure or to self-insure against damage, loss or injury to Owner's interests, including injury or illness to the Horse and damage, destruction or loss of Owner's semen stored at PSERC not solely caused by the recklessness or willful behavior of PSERC.

b) Owner assumes the risk of selling and shipping semen to third parties, including the inherent risks of infection of mares inseminated. Owner hereby waives all claims against PSERC, its owners, officers, employees and other agents (the "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 and/or semen, and agrees to indemnify and hold the Released Parties harmless against any claims or damages, including but not limited to attorney's fees and the costs of defense against any such claims or damages.

c) In the event that Owner's frozen semen stored at PSERC should be unintentionally thawed or otherwise lost or destroyed while in storage at PSERC due solely to the recklessness or willful behavior of PSERC, not including permitted destruction pursuant to Section 3(c) 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 PSERC 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. If the frozen semen lost or destroyed was not frozen by PSERC, the maximum monetary value of each breeding dose shall be \$20.00.

d) Owner agrees and acknowledges that PSERC shall not be liable for any interruption or any loss of business, incidental or consequential damages (including strict liability in tort) whether resulting from any action of PSERC hereunder.

e) PSERC is experienced and familiar with the risks inherent in handling breeding stallions, and assumes the risk of injury to PSERC employees and agents caused by the Horse(s) in its control, excepting any injuries resulting from behavioral problems known to the Owner and not disclosed to PSERC prior to PSERC collecting the Horse.

11. Term:

a) This Agreement shall be in force and effect for the duration of any time a Horse is at PSERC for collection services, any time there is semen belonging to Owner stored at PSERC and continuing until all amounts due hereunder are paid in full. Both parties acknowledge that a Horse may be at PSERC for collection services on an intermittent basis, with periods of absence between, and acknowledge that this contract shall remain in effect any time the Horse returns to PSERC, and during any time that the Owner has semen stored at PSERC, unless or until it is terminated or modified in writing by the mutual consent of the parties.

b) Should Owner transfer any interest in any Horse during any period for which either the Horse or stored semen from the Horse are at PSERC, Owner will immediately notify PSERC of the transfer, and no further services will be provided by PSERC until any new owner or owners have executed a new agreement with PSERC, and until Owner has provided to PSERC a purchase and sale agreement, consent to retention of previously collected semen, or other evidence regarding whether the ownership of frozen semen in storage at PSERC has transferred to the new owner(s) as part of the transfer of the Horse or is retained by Owner. Transfer of ownership of the Horse and/or the frozen semen at PSERC notwithstanding, the Owner shall remain obligated to pay for all services provided, including storage of semen beyond the date of transfer of title, until any new owner enters into an agreement with PSERC.

12. Limitation of Liability: Owner understands and agrees that PSERC is a participant in the Select Breeders Service, Inc. (SBS) Affiliate Laboratory Program but is an independently owned and operated business and that in providing services under this Agreement PSERC shall at all times act as an independent contractor, not as an employee or agent of SBS, nor shall SBS be an employee or agent of PSERC. Furthermore, SBS shall have no liability or responsibility for incidental, indirect, punitive, special or consequential damages of any kind whatsoever suffered or incurred by Owner in conjunction with services provided by PSERC

13. Indemnification: Owner will indemnify and hold harmless SBS from and against any and all costs, claims, damages, expenses and liabilities of any kind (including, without limitation, reasonable attorneys' fees and costs) with respect to any claims or suits brought by any third party arising out of any act or omission of PSERC, its employees or consultants in connection with any matter whatsoever connected with or related to this Agreement, including, without limitation, claims arising from PSERC marketing, distribution or sale of any goods or services.

14. General Terms: This Agreement constitutes the entire agreement of the parties with regard to the subject matter addressed hereunder. Aside from revised Schedule of Fees as provided in Section 3(a) above, it may only be amended in writing signed by both parties. Notice required by this Agreement must be in writing and may be delivered either by hand, by U.S. Mail or by private delivery service to each party at the address provided in the preamble above or to such updated address as either shall provide the other from time to time, with a certified mail return receipt or signed private delivery service proof of delivery as conclusive evidence of receipt. The terms of this Agreement shall be interpreted in accordance with the laws and regulations of the State of Florida, and any dispute that might arise with regard to the subject matter addressed herein shall be resolved in Marion County, Florida only. Owner hereby submits to and consents to personal and subject matter jurisdiction in the State of Florida and venue in Marion County, Florida. The parties hereby agree to first seek to resolve any disputes by mediation using a

mediator familiar with both the applicable law and the customs and practices of the equine industry.

Owner agrees that during the period that the Horse is housed at PSERC; good equine practice may suggest and/or require Horse be vaccinated, dewormed, and feet trimmed or shod. Therefore, during the term of this Contract, the Horse Owner grants PSERC the right and authority to administer routine preventative medicine and to have the Horse trimmed or shod at any time by a farrier selected by PSERC. (Unless the client has informed PSERC of a specific farrier he/she would like to use, and that farrier is available.) Horse Owner shall pay/reimburse PSERC for the cost thereof upon invoice.

If at any time PSERC determines, in its sole judgment and discretion, that the Horse needs to be transferred to Peterson & Smith Equine Hospital for medical or surgical treatment, the Owner is responsible for all charges. PSERC will make reasonable efforts to contact the owner if such transfer is required; however, if Owner cannot be immediately reached, Owner hereby authorizes PSERC to initiate such transfer, care and treatment.

In the event the Horse needs to be transferred to Peterson & Smith Equine Hospital for emergency medical or surgical treatment, PSERC will make every attempt to contact the Owner. If contact attempts are unsuccessful, I authorize PSERC to act as temporary agent on my behalf.

Signature of Owner/Agent

Date

All charges must be paid in full BEFORE the release of any horse. Two days' notice may be required before the release of the horse in order to ensure the proper paperwork is prepared. Owner is required to make all shipping arrangements to leave or enter PSERC between the hours of 7am and 5pm Monday through Saturday, unless previous arrangements have been made well in advance.

All sums remaining unpaid after 30 days from the invoice date shall accrue in interest the highest rate allowable under Florida Law. If any action is taken to collect this account, regardless of whether suit is initiated, Peterson & Smith LLC shall be entitled to collect all costs and expenses of collection, including, but not limited to, attorney's fees. The parties hereto do hereby mutually and willingly waive the right to a trial by jury of any and all claims, defenses, counterclaims, cross-claims, third party claims and intervener's claims whether arising from or related to any and all claims made against them.

The undersigned represents to Peterson & Smith Equine Reproduction Center that he/she is the owner or owner's agent duly authorized to execute this document for the purpose of the above procedures of the animal described above under the terms set forth herein.

Signature:		Date:	
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