



Rhinebeck Equine, L.L.P.

A Lifetime of Caring

Rhinebeck Equine FROZEN SEMEN STORAGE

2019

Today's date:		**Please include a copy of the stallions registration papers when returning this contract	
STALLION INFORMATION			
Registered Name:		Breed:	Registration No:
Barn Name:		Color:	
Is Stallion's Semen Insured? <input type="checkbox"/> Yes <input type="checkbox"/> No	Insurance Agency & Contact No:	Type Of Insurance:	Birth date/Age:

SEMEN OWNER/AGENT 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:			

Responsible Financial Person (If Different from Above)			
Name:		Email Address:	
Address:		City:	State Zip Code:
Primary Ph:	Bus. Ph:	Mobile Ph:	
Fax:	Billing Options: <input type="checkbox"/> Traditional Mail <input type="checkbox"/> Email		

SERVICES DESIRED	
Services Desired: <input type="checkbox"/> Semen Storage	
SEMEN DISPERSAL AFTER OCT 1 *Required*	
<input type="checkbox"/> Store semen @ Rhinebeck Equine <input type="checkbox"/> Destroy semen not used during season <input type="checkbox"/> Return semen to:	

TERMS AND CONDITIONS

This agreement is entered into this _____ day of _____, 2019, by and between Rhinebeck Equine, L.L.P and the Frozen Semen Owner identified on page 1 above. Rhinebeck Equine agrees to provide services selected on page 1 above.

1. The person signing this Contract represents and warrants that he/she/it is the true and lawful owner of the frozen semen, or if not the owner, then has actual authority to act as owner's agent for purposes of entering into this Contract, and to make any and all decisions. The signatory shall be fully responsible for all charges incurred under this Contract and shall indemnify, defend and hold harmless Rhinebeck Equine, L.L.P. from any and all claims, of every kind and nature, arising as a result of or in connection with this Contract (including any claim that such person lacked the right or authority to execute this Contract on behalf of the true owner). All references in this Contract to the semen owner shall be deemed binding upon the person signing this Contract and the owner of the Semen (hereinafter, individually and collectively referred to as the Semen Owner).
2. **FOR FROZEN SEMEN STORAGE:**
 - a. Rhinebeck Equine agrees to store frozen semen from said Stallion for use in reproductive procedures and long term storage.
 - b. Beginning on the date semen arrives and is frozen and/or processed and entered into the computer management program, storage fees will be applied from that date forward. **Billing will occur monthly for frozen semen storage.** When invoices for frozen semen are not paid to Rhinebeck Equine through six billing cycles, a certified letter will be sent to Frozen Semen Owner requesting that frozen semen storage billing is brought current. Frozen Semen will be destroyed 30 days from date of certified letter, whether or not received/accepted by Frozen Semen Owner, if account is not paid in full. Rhinebeck Equine will attempt to maintain storage costs at current prices. Rhinebeck Equine reserves the right to adjust prices accordingly as material costs increase or storage procedure changes. Owner will be notified of price increases in writing.
 - c. Semen Owner agrees to pay all charges associated with shipment of semen to/from Rhinebeck Equine. The Semen Owner also agrees to pay any express mail courier/airline shipping charges, courier service charges, and return freight charges. Insurance during shipping must be organized in advance through the shipping entity. Rhinebeck Equine **does not provide insurance.**
 - d. Rhinebeck Equine shall make every effort to maintain the frozen semen in proper storage conditions pursuant to this agreement, with proper care, handling and protection according to reasonable standards and practices of the equine industry.
 - e. The Semen Owner agrees to assume all responsibility for the frozen semen and shall bear all risk of loss or damage to the frozen semen, whether by loss, infection, theft or otherwise and by any cause whatsoever, and agrees to hold Rhinebeck Equine (or any person employed by or associated with Rhinebeck Equine) harmless on any and all damages associated therewith.
3. The Semen Owner agrees to pay **all charges in full** before removing the frozen semen. At least one-week advance notice must be given prior to shipment of the frozen semen to allow preparation of required paperwork. The Semen Owner is required to make transportation arrangements for frozen semen between the hours of 7:30am and 4:30pm Monday through Friday.
4. **Frozen semen will not be released if insufficient notice is given or the bill is not paid prior to departure.**
5. All invoice balances are payable within 30 days of monthly or final invoice. AFTER 30 DAYS FROM BILLING DATE, A \$25.00 HANDLING FEE AND INTEREST OF 1.5% PER MONTH ON THE OUTSTANDING BALANCE WILL BE ASSESSED. Rhinebeck Equine reserves the right to refuse or suspend service when any of the Semen Owner's accounts with Rhinebeck Equine is past due. The Semen Owner agrees to pay all costs and reasonable attorney fees incurred by Rhinebeck Equine in attempting to collect any outstanding balance. The Semen Owner acknowledges lien rights of Rhinebeck Equine pursuant to C.R.S. 38-20-203 and hereby irrevocably grants a lien as described therein to Rhinebeck Equine for purposes of securing payment on Semen Owner's account(s). Semen Owner is responsible for any insurance desired on the frozen semen. **Rhinebeck Equine does not provide insurance.**
6. This contract is non-transferable. If the frozen semen is sold, all unpaid fees become immediately due and payable and no refunds will be made.
7. Rhinebeck Equine reserves the right to discontinue service at its discretion and to terminate this Contract upon 10 days' advance written notice to Semen Owner.
8. Each party agrees to comply with all applicable federal, state and local laws, codes, regulations, rules, and orders. This Contract shall be governed by the laws of the State of New York, and any legal action concerning the provisions

hereof shall be brought in the District Court in and for County of Dutchess, New York. If it is determined that a brand inspection ticket is required in order to authorize any transfer or transport of animals under this Contract, Semen Owner hereby authorizes and appoints Rhinebeck Equine to execute any required documents on Semen Owner's behalf.

9. Semen Owner will be considered in default of its obligations under this Contract if Semen Owner fails to remit any payment within 30 days after invoice or otherwise fails to observe, to comply with, or to perform any term, condition, or covenant contained in this Contract and such failure continues for 10 days after Rhinebeck Equine gives Semen Owner written notice thereof. In the event of default by Semen Owner, Rhinebeck Equine may terminate this Contract as of the date specified in the notice, without prejudice to any other right or relief provided by law. Jurisdiction and venue for any action to enforce this Contract, or for damages or any other relief arising from or in connection with it, shall originate exclusively in the District Court in and for the County of Dutchess, State of New York.
10. This Contract constitutes the entire understanding between the parties and supersedes any previous contract or understandings, whether oral or written, concerning the subject matter of this Contract. No services other than those expressly stated in this Contract will be provided by Rhinebeck Equine without an express, written and signed amendment to this Contract.
11. Rhinebeck Equine shall not be responsible for loss or accidental thawing of semen which results from off site storage failure, from any act by non-employees of Rhinebeck Equine, LLP (or its affiliates) who may be retained to transport semen, any acts by employees or agents of Rhinebeck Equine or its affiliates (unless such acts constitute gross negligence), or from any other cause beyond the reasonable control of Rhinebeck Equine, LLP including, but not limited to acts of government, acts of nature, fire, explosion, typhoon, flood, earthquake, tide, lightning or war. If such event occurs, Rhinebeck Equine, LLP's sole liability will be the return of any prepaid fees. IN NO EVENT SHALL RHINEBECK EQUINE, LLP BE LIABLE UNDER ANY LEGAL THEORY FOR ANY LOST PROFITS, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING THE VALUE OF ANY ANIMAL SEMEN, WHICH ARE HEREBY EXPRESSLY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER RHINEBECK EQUINE, LLP HAS BEEN ADVISED OF EITHER THE POSSIBILITY OF SUCH DAMAGES OR OF THE VALUE OF THE SEMEN.

By signing below, I acknowledge and agree to comply with the terms and conditions stated above.

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

Signature of Semen Owner/Agent Date

Print Name

Address of Semen Owner/Agent

City, State Zip Code

Phone number of Semen Owner

E-mail address of Semen Owner/Agent

APPROVED: _____ Date _____
Signature of Rhinebeck Equine Authorized Representative Agent

By: _____ Date _____

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FEE SCHEDULE 2019

Storage (per stallion in storage)	
1 - 8 doses	\$27 per month
8 - 20 doses	\$45 per month
Bulk Storage	Price determined based on total number