# BLACK POND VETERINARY SERVICE, INC.

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**Dr. Dana Pantano**


## Contract for Stallion Collection

Black Pond Veterinary Service, Inc. is pleased to offer haul-in stallion collection services at Whit Acres Farm in Norwell, Massachusetts. We would like to make this experience as trouble free and rewarding as possible so that you can successfully offer your stallion for breeding. Please read the following information and fill out the contract, fax a copy, and mail back the original to us as soon as possible. If you have any questions, please do not hesitate to call us.

This contract, dated this ____ day of _____, year _____ by and between Black Pond Veterinary Service and _____, hereinafter referred to as "Owner".

By their signatures to this contract, the owner confirms a reservation with Black Pond Veterinary Service to provide stallion collection and processing services under the following terms and conditions.

**Owner Information:**

Owner: _____
Contact Person: _____
Home phone: _____ Work phone: _____
Cell phone: _____ Fax (optional): _____
Address: _____
_____
Email: _____

**Horse Information:**
Full Name: _____ Nickname: _____
Registration Number: _____ Breed: _____ Age:_____
Location of Stallion: _____
Contact Person: _____
Barn phone: _____ Cell phone: _____

**Previous Breeding History:**

Has this stallion been collected before? Yes____ No____. If yes, please answer below:
What type of AV was used?_____
What temperature was most successful? _____
What pressure was most successful? _____
Was he collected off a mount, mare or ground? _____
What extender works best for him? _____
Has this stallion been collected or live bred yet this year? _____
If yes, how many times and when? _____
Any other useful information? _____
_____

## Terms and Conditions

1. **Collections will be performed Mondays, Wednesdays and Fridays, excluding holidays. Black Pond Veterinary Service requires notification of a collection <u>no later</u> than 4PM EST the day before shipment is required** (i.e. 2 days before it is needed). Requests are to be made by **phone only to 1-781-659-7798**. Services are available from March 15 until August 15 unless individual arrangements are agreed upon in advance between owner and Black Pond Veterinary Service. Off day collections or same day shipments may be available on a limited basis for an **additional fee of $100**.

2. Owners are to provide Black Pond Veterinary Service with an active credit card number so that collection and shipping fees may be billed directly to the owner. **Each collection is billed at $250.** Owner understands that if stallion is collected once and shipment is split, there will only be one collection fee billed. However, should two collections be needed to meet required shipments, then a second collection fee will be billed. If a trial collection is desired (recommended for stallions who have not been collected by us before, or there has been significant time since last collection) it will be billed at $150.

3. Shipping fees via FedEx are variable and will be charged on an individual basis. Should owner provide their own FedEx account number for shipping purposes, Black Pond Veterinary Service will charge an additional $20 handling fee. It is either the mare or stallion owner's responsibility to make sure that Black Pond Veterinary Service is provided with the correct address for FedEx to ship to. Owner understands that no shipment will be sent if payment is not received prior to shipment. Black Pond Veterinary Service is not responsible for lost, delayed or damaged semen.

4. Owner understands that not all stallions are candidates for shipped semen. Black Pond Veterinary Service cannot guarantee the quality or fertility of semen collected and processed here, nor can we guarantee a collection can be obtained as requested. It is understood that an individual stallions availability may vary due to illness, show schedules, unforeseen circumstances.

5. Owner shall assume all responsibility for the condition of the horse and shall bear all risk of loss or damage to the horse whatsoever by death, disease, injury, infection, or otherwise, and by any cause whatsoever, unless such damage or loss to or by the horse is caused by gross negligence or willful misconduct of Black Pond Veterinary Service and/or Whit Acres Farm, their employees, and agents. Otherwise, the owner releases, discharges, indemnifies, and holds harmless these same parties from any liability for any and all damages associated therewith. The owner hereby agrees to pay all expenses and attorney's fees incurred by Black Pond Veterinary Service and/or Whit Acres Farm in defending any claims for which the horse owner has agreed to release, discharge, indemnify and hold harmless.

6. Stallion must be free of any infection or contagious disease or sickness. A current coggins test is required with this contract. The stallion owner must provide proof that stallion has received all required annual vaccinations as instructed by licensed veterinarian prior to having any collections processed.

7. Black Pond Veterinary Service reserves the right to make arrangements should emergency or additional medical care be necessary in the event of sickness, disease, or injury. Any and all expenses incurred will be the sole responsibility of the owner.

8. Black Pond Veterinary Service reserves the right to decline to provide services to the stallion for any and all reasons. We also reserve the right to use whatever means of restraint necessary for the safety of the stallion and/or the handler under any circumstances. Owner understands that the handling and collection process is inherently dangerous and we do not allow owner participation at any time.

9. This contract contains the entire understanding of the parties and may be modified only in writing signed by all parties. The invalidity or unenforceability of any term or provision of this contract shall not affect the validity or enforceability of any remaining provisions hereunder. This contract shall be construed and governed by the laws of Massachusetts, and the parties expressly agree the jurisdiction and venue for any and all disputes arising under this contract shall be proper only in Plymouth County, Massachusetts. In the event that Black Pond Veterinary Service and/or Whit Acres Farm incurs attorney fees and/or legal costs in securing or protecting any right available to it under this contract or under the laws of Massachusetts, the horse owner agrees to pay said attorney fees and costs.

10. Black Pond Veterinary Service reserves the right to amend this contract at any time.

By signing this document, the owner acknowledges that they have read and understand the above.

_____

Owner Date

_____

Black Pond Veterinary Service Agent Date

****Please send signed original back to us ASAP. Upon receipt, we will countersign the contract and return a copy to you for your records.**

Authorization to Charge Credit Card

I authorize Black Pond Veterinary Service to charge my credit card for any fees due and agreed upon according to the terms of this contract. I give permission to Black Pond Veterinary Service to maintain this credit card number on file for the above specified breeding season and for any costs associated with the collection, processing and/or shipment of semen. I understand that I will make sure this credit card is active and that if charges are declined, no services will be provided.

Card Holder Name: _____

Card Type: M/C VISA AMEX (cannot accept Discover)

Card Number: _____ Exp. _____

Signature of Cardholder: _____