



**Honahlee, PC**

**SEMEN SERVICE CONTRACT**

I. Parties

A.

(Name) \_\_\_\_\_

(Address) \_\_\_\_\_

\_\_\_\_\_ (hereafter "Owner) is the owner of the following named stallion(s):

\_\_\_\_\_ registration number \_\_\_\_\_

\_\_\_\_\_ registration number \_\_\_\_\_

\_\_\_\_\_ registration number \_\_\_\_\_

B. HONAHLEE, P.C. (hereinafter "Honahlee) of 14005 SW Tooze Road, Sherwood, Oregon 97140, is an Oregon professional corporation in the business of the collection and storage of stallion semen and related activities.

II. Owner's Obligations

A. Owner agrees to pay all charges for services under the terms of this agreement on or before the first day of the month following the month of billing. Payment is to be made to Honahlee at the address specified in the invoice. The amount of the fees to be paid for the charges are for general services furnished by or in behalf of Honahlee and are to be charged per the fee schedule being used by Honahlee at the time the services are performed. Charges for services not scheduled are to be charged at the usual and customary rates. Any payments not made within thirty (30) days after due shall bear interest from the due date at a rate of twelve percent (12%) per annum.

B. Owner expressly grants to Honahlee a security interest in the semen collected and/or stored by Honahlee for any charges made in connection with the care of the stallion(s) and/or the collection, processing and storage of the semen. If Owner is more than thirty (30) days late in the payment of any charges billed under this contract, or otherwise is in default hereunder Owner and Honahlee shall have the rights and remedies provided in the Oregon Commercial Code - Secured Transactions. If Owner defaults payment of any charges under this contract, Honahlee, P.C. shall be permitted to destroy or sell all or any portion of the collected semen. Sale may be made at private or public sale, to one or more persons, after giving the owner written notice of sale, mailed postage prepaid, to the address of

the owner stated in Section I of this agreement, at least ten (10) days prior to the sale. Owner agrees to sign registration applications of foals produced by the sale of semen resulting from default of any payments.

C. Owner agrees to hold Honahlee, its officers, directors, employees, agents and representatives harmless for any loss of the semen to be collected under this contract and for any injury, sickness or death of the stallion(s) identified in Section I(A) of this contract. Owner agrees to indemnify and hold harmless Honahlee, its officers, directors, employees, agents and representatives against any and all claims, including third party claims, for injury, sickness and/or death of any females inseminated by semen processed by Honahlee.

D. Owner agrees to indemnify Honahlee, its officers, directors, employees, agents and representatives against any and all claims, including third party claims, for loss or ineffectiveness of semen collected under this contract. Owner agrees to assume all risk of loss of semen collected and stored under the terms of this contract and agrees that the responsibility of insurance against loss or ineffectiveness of semen stored by Honahlee under this agreement is to be borne solely by the Owner.

E. Owner agrees that Honahlee will retain the right to customary post-thaw evaluation of at least one unit of semen from each collection processed by Honahlee and that collections not fulfilling minimum quality standards (as determined by Honahlee) will not be commercially distributed without an accompanying statement from Honahlee revealing the findings of that evaluation and stating that Honahlee does not recommend semen from this collection to be used for artificial insemination.

### III. Obligations of Honahlee

A. Honahlee agrees, in consideration of the payments and promises to pay made above, that it will collect, process and store semen from the designated stallion(s) under the terms of this agreement. Honahlee reserves the right of judgment as to which collections are not worthy of freezing and/or storage.

B. Honahlee makes no warranty of any kind whatsoever, express or implied, including but not limited to the fertilizing capacity of any semen processed or stored under this agreement, and hereby disclaims all warranties, including WARRANTIES OF MERCHANTABILITY or fitness for a particular purpose.

### IV. Miscellaneous

A. This agreement shall be construed under and in accordance with the laws of the State of Oregon.

B. This contract contains the entire agreement of the parties and there is no other agreement relating to this semen service contract not expressed herein. No modification, waiver or termination of this contract shall be binding unless executed in writing by the party to be bound thereby.

C. Any person signing this agreement as the agent of the Owner warrants and represents that he or she has full, express authority to do so and to legally bind the Owner.

Honahlee, P.C.

Date: \_\_\_\_\_

By \_\_\_\_\_

(OWNER) \_\_\_\_\_

Date: \_\_\_\_\_

By \_\_\_\_\_

**PAYMENT TERMS:**

Collection and processing deposit of \$ \_\_\_\_\_ due upon execution of this contract.

Balance due as invoiced upon completion of processing. Payment is due in full prior to stallions leaving Honahlee, P.C. or prior to the release of frozen semen to the owner.

Owner understands that collection and processing of semen used internationally will necessitate additional costs for permits and protocols required by the country of import.