

Embryo Transfer Contract for the Year, 2011

This Contract made on the _____, _____ by and between **Equine Services**, a Kentucky Corporation, hereinafter called "EQS", and _____, hereinafter called "Owner", both of whom are hereinafter called the "Parties". Alliance Stud is the name of the farm, and reproductive laboratory managed by EQS, which may or may not board the Donor or Recipient Mare.

RECITALS:

EQS is in the business of equine embryo transfer
Owner desires to enter a contract with EQS for such services
Therefore, the Parties agree as follows:

1. On or before _____, _____, Owner shall deliver its mare, the "Donor Mare", named _____, to EQS or Alliance Stud in Simpsonville, Kentucky. Upon delivery, EQS shall initiate the process of embryo production and recovery. EQS shall attempt to flush the embryos from the Donor Mare, evaluate the embryos, and if apparently healthy, insert the embryos into the uterus of suitable "Recipient Mares", prepared and owned by EQS, or an acceptable recipient provided by the owner.
2. Upon signing of this Contract, Owner shall pay to EQS an \$1200.00 non-refundable fee for reserving a Recipient Mare. Said fee shall be considered payment for **ONLY** reserving a Recipient Mare. In addition, Owner agrees to pay veterinary fees deemed necessary for proper breeding and health management; such as fees for the following services: palpation, ultrasound examination, artificial insemination, synchronization of mares, progesterone assays, treatment with exogenous progesterone, Regumate, etc. This check for \$1200.00 should be payable to Scott Bennett. Recipient fee shall be \$1500.00 after March 15 of the contract year. Recipient fees are not transferable.
3. Owner also agrees to pay for services that are necessary for embryo transfer. The charge for each flush will be \$300.00. The charge for evaluation and transfer of an embryo into a recipient will be \$300.00, plus the cost of treatment with exogenous progesterone, systemic anti-biotic and systemic anti-inflammatory.
4. It is expected that each Recipient Mare will deliver a live foal (defined for this purpose as able to stand and nurse within 24 hours after birth). The live foal fee will be \$1000.00 if the recipient is managed at Alliance Stud. The mare owner may take home the recipient mare at 35-45 days of gestation. Upon departure there will be a \$1500.00 departure fee. No live foal fees are due after the \$1500.00 departure fee is paid.
5. If EQS and Alliance Stud are in possession of Donor Mare, Owner shall pay as billed by Alliance Stud as follows:

- a. Recipient Mare board begins at 35 days of pregnancy (fetal gestation) and is \$14.00 per day.
 - b. Stall Board with turnout \$550.00 per month
 - c. Stall Board mare and foal with turnout \$600 per month
 - d. Mare and foal Pasture Board \$16.00
 - e. Stall Board with Training \$850.00 per month
6. Owner shall return each Recipient Mare to EQS in good health within 6 months following foaling. However, if Owner shall fail to so-return the Recipient Mare, Owner agrees to pay EQS an additional \$800.00.
 7. EQS recommends to Owner that Owner insure Donor Mare, Recipient Mare, and the embryo against all losses and risks of every kind, nature and description. Owner shall indemnify and hold EQS or Alliance Stud harmless with respect to said losses and risks. The parties agree and understand that during the period that EQS or Alliance Stud are in possession of Donor Mare, good practice and health considerations may require medical or farrier treatment for unforeseen or emergency conditions. Therefore, during the term of this agreement, Owner hereby grants to EQS and Alliance Stud the right and authority, based upon its separate judgment, to have Donor Mare treated or shod at any time. Owner shall pay/reimburse EQS or Alliance Stud for the cost thereof. Owner also agrees to be financially responsible for veterinary expenses of Recipient Mare after 18 days of gestation.
 8. All notices required by this Contract shall be given as follows: if to EQS then, Equine Services, PO Box 464, Simpsonville, Kentucky 40067; if to Alliance Stud, then to 1630 Todds Point Road, Simpsonville, Kentucky 40067. If to Owner, then to address shown at Owner's signature.
 9. Owner understands and agrees that EQS is not responsible for the expense of stallion fees, or transporting semen containers. Further, Owner understands and agrees that EQS is not responsible for registration or blood-typing of the resultant foal.
 10. Owner understands and agrees that many factors impact upon successful embryo recovery and/or implantation and that although EQS shall use its best efforts to perform the services required by this Contract, EQS does not guarantee success of the procedures. If EQS is unable to either recover and/or if the transfer does not result in a pregnancy, Owner's damages shall be limited to EQS's continuing obligation to complete the same subject to the following limitations (all at Owner's sole expense and risk):

If after 4 attempts, EQS is unable to recover an embryo from Donor Mare, EQS or Owner shall have the right to declare this Contract

terminated. In such event, Owner shall (a) pay to EQS all sums due under this Contract and (b) arrange for the transportation of Donor Mare (at Owner's sole expense and risk) to Owner. As a further limitation, if any recovery or transfer of an embryo were unsuccessful, EQS's continuing obligation to complete the same shall terminate at the end of the calendar year. Thereafter, this Contract shall be deemed terminated and the Parties shall have no further obligations to one another. The owner also has the option of substituting another mare during the calendar year if desired.

11. It is specifically understood and agreed between Parties that prior to the transporting of Recipient Mare or Donor Mare from EQS or Alliance Stud, all charges for services rendered in this Contract shall be paid in full. Further, by filing this Contract along with a detailed itemization of the unpaid charges owed to EQS by Owner, EQS shall have a possessory lien on Donor Mare as well as Recipient Mare, and fetus. A credit card number should be supplied to Equine Services and Alliance Stud for billing purposes. Any billing is net 15 days if non-credit card arrangements are to be made.
12. With regard to transportation of Donor Mare and Recipient Mare, all risk of loss shall be borne by Owner, and Owner shall pay all transportation expenses. Owner must provide 72 hours of notice to EQS or Alliance Stud prior to discharge of Donor Mare or Recipient Mare to allow for processing of mares and paper work. All Donor Mares, and Recipient Mares shall be picked up and delivered during regular business hours.
13. For all purposes, this Contract shall be deemed to be negotiated, made and signed in Shelby County, Kentucky and the laws of Kentucky shall control. At EQS's election, any litigation regarding this Contract shall occur in Shelby County, Kentucky.
14. This Contract is the final and complete agreement of the Parties and there are no other terms of the Parties in agreement other than those contained in this document.
15. This Contract shall be binding upon the Parties and their respective heirs, personal representatives, successors and assigns.

As Evidence of this Contract, the Parties have signed and dated this Contract as Indicated below:

_____	_____
Owner's Signature	Authorized Representative of EQS
Address: _____	Dated: _____
_____	Mare Name: _____
Dated: _____	Breed: _____
Telephone: (____) _____	Social Security #: _____
Registration #: _____	MC - Visa #: _____
Mare Age: _____	Expiration Date: _____

Name, address, and phone # of primary contact for embryo transfer coordination:

Thank you for your interest in the Embryo Transfer Program through Equine Services at Alliance Stud. Expected expenses for an embryo transfer are as follows:

I. Boarding Fees

- A. Recipient Mare board begins at 35 days of pregnancy (fetal gestation) and is \$14.00 per day.
- B. Stall Board with turnout \$550.00 per month
- C. Stall Board mare and foal with turnout \$600 per month
- D. Stall Board with Training \$850.00 per month
- E. Mare and foal Pasture Board \$16.00

II. Embryo Transfer Fees

- A. Recipient Cost (paid in advance) \$1500.00
- B. Flushing Fee \$300.00
- C. Transfer Fee \$300.00
(Plus antibiotics, anti-inflammatory, and progesterone)
- D. Live Foal Fee \$1000.00
(Recipients managed by Alliance Stud)
- E. \$1500.00 fee for removal of recipient at 30 - 45 days gestation.

Other Expenses: Routine veterinary care (deworming, vaccinating, etc.) palpations, insemination, ultrasound, synchronization, progesterone assay (i.e. Regumate, HCG, Ovuplant, progesterone, etc.), farrier work.

III. Post Transplantation Costs.

Recipient (pregnant) mare care at \$13.00 per day, starts at 35 days of pregnancy (embryo gestation). The Recipient can be moved after 35 days of pregnancy. It is suggested that Regumate be supplemented through 150 days of pregnancy at \$60.00/week. Long acting progesterone injectable may also be supplemented at a charge of \$30.00/week through 150 days. This protocol is followed at Equine Services.

Routine care as described in Other Expenses as applicable in section II

**Equine Services
Breeding Information Form**

Mare Information

Mare:_____

Owner:_____

Agent and Agent's address if different from Owner:_____

Breed:_____

Registration # :_____

Color:_____

Age:_____

Pregnant or Open:_____ Special Care:_____

Vaccination and deworming history:_____

EMBRYO # 1

Stallion:_____

Stallion Manager's name and phone number:_____

Days of Collection:

Frozen:_____ Fresh Cooled:_____

EMBRYO # 2

Stallion:_____

Stallion Manager's name and phone number:_____

Days of Collection:

Frozen:_____ Fresh Cooled:_____