

## Embryo Transfer Contract for the Year

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 nonrefundable 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, etc. Owner has the option of providing a suitable recipient, if desired, and waiving the \$1200.00 fee. This check for \$1200.00 should be payable to Scott Bennett.
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 at which time the fee will be \$1500.00, with no live foal fee.
5. If EQS and Alliance Stud are in possession of Donor Mare, Owner shall pay as billed by Alliance Stud as follows:
  - a. For pasture boarding, \$12.00 per day
  - b. For stall boarding, \$500.00 per month
  - c. Pasture mare and foal boarding, \$15.00 per day
  - d. Recipient Mare board begins at 35 days of pregnancy and is \$12.00 per day.
  - e. If Owner provides the recipient, the board rates of 5a. or 5b. will apply.
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):
  - a. 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. Agister Lien , Veterinary lien and Security Interest. EQS shall have an Agister Lien and Veterinary Lien on the Donor Mare, Recipient Mare and Embryo pursuant to KRS 376.400 and 376.470 et. seq. for all unpaid charges resulting from the care, boarding, embryo transfer and veterinary care of the Horse(s). Owner hereby grants and conveys to EQS a security interest in the Horses to secure the payment of all costs (including attorneys' fees) associated with the Horse(s). Owner agrees that EQS may file a UCC-1 in all jurisdictions deemed appropriate by EQS at any time after execution of this Agreement.

14. Attorneys' Fees. In the event EQS is required to institute any action including, but not limited to, litigation in collection efforts at trial or appellate proceedings, EQS shall be entitled to recover its reasonable attorneys' fees and costs expended, in addition to any other remedies.
15. 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.
16. 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.
17. 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

Dated: \_\_\_\_\_

Address: \_\_\_\_\_

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:

1. Boarding Fees
  - a. Stall Mare Care with Turnout . . . . . \$500.00 per month
  - b. Pasture Mare Care(Donor or Recipient) . . . . . \$12.00 per day
  - c. Pasture Mare and Foal Care . . . . . \$15.00 per day
  
2. Embryo Transfer Fees
  - a. Recipient Cost (paid in advance) . . . . . \$1200.00
  - 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 30 – 45 days gestation.

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

3. Post Transplantation Costs

Recipient (pregnant) mare care at \$12.00 per day, starts at 30 days of pregnancy. It is suggested that Regumate be supplemented through 150 days of pregnancy at \$4.00 per day. The Recipient can be moved after 35 days of pregnancy. Long acting progesterone injectable may also be supplemented at a charge of \$30.00/week through 150 days.

## Equine Services Breeding Information Form

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: \_\_\_\_\_