



6375 Mineral Wells Hwy.
Weatherford, TX 76088

BREEDING CENTER, PC

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ICSI & SHIPPED EMBRYO RECIPIENT MARE CONTRACT

Weatherford Equine Breeding Center, hereinafter Weatherford Equine (WE), agrees to perform embryo implantation procedures for the donor mare listed below.

Owner: _____

ET Date: _____

Donor Mare: _____

Embryo Sire: _____

WE Recipient ID: _____

By entering into this Contract the Owner agrees to the following:

1. To pay for courier related fees to deliver embryo(s) to our facility, and pay Embryo Implantation Fee of \$350.00 for each embryo transferred. These charges will be the responsibility of embryo owner regardless of procedure outcome. Payment is expected at time of services rendered, unless prior arrangements have been made. Unpaid account balances will be considered delinquent after 30 days, and interest at a rate of 1.5% per month will be applied to the account and all further services can be terminated at the discretion of Weatherford Equine until the account is settled.
2. To pay the Pregnant Recipient Mare Lease of \$3,250.00, payable when the recipient mare is 35 days in foal. Included in this fee: (a) All medications and treatments necessary for the recipient mare, including but not limited to; injectable progestins, oral synthetic progestins, antibiotics and anti-inflammatories until 35 days of gestation; (b) Recipient board until 35 days of gestation; (c) All recipient pregnancy ultrasounds until mare is 40 days in foal. The lease fee is due before recipient mare departs from Weatherford Equine. The only charge to the Owner of the donor mare if the shipped embryo implanted at Weatherford Equine does not survive to 35 days of gestation will be the courier fees and the Shipped Embryo Implantation Fee(s). The donor mare's owner will be responsible for board charges (\$15.00/day from 35 to 60 days, then \$20.00/day past 60 days). Individual circumstances may develop that Weatherford Equine wishes to monitor mare further without charges incurred. Once payment is received in full, the recipient mare may depart Weatherford Equine, and she then becomes the responsibility of the donor mare owner, in which all expenses incurred will be the responsibility of the donor mare owner. Once the recipient has weaned the foal, she is to be returned to Weatherford Equine in good health. In the event that the mare dies, the donor mare's owner will be charged \$2,000.00. If the mare is not returned to Weatherford Equine before December 31st of the year the mare foaled, the donor mare's owner will be charged \$2,000.00 with the assumption that the donor mare's owner has elected to purchase the recipient mare from Weatherford Equine. Although Weatherford Equine does not guarantee a live foal, if the recipient mare aborts or delivers a stillborn, Weatherford Equine will grant a credit of \$1,250.00 for the donor mare's owner to apply toward a Re-Run Embryo Transfer Contract, the following breeding season only. To be eligible for the credit, Weatherford Equine must be notified and the mare returned within 30 days of loss.
3. The owner will release and hold Weatherford Equine harmless from any claim, demand, or loss arising from any disease, injury, or death to the Donor Mare and/or foal, and/or pregnant recipient mare, and/or in utero foal, arising out of any undertaking of Weatherford Equine. Owner also agrees to protect, indemnify, defend and hold harmless Weatherford Equine and it's Lessor(s) of the mare(s), from and against any liabilities, expenses, claims, attorney fees, and damages of any kind including those arising out of or attributed, directly or indirectly, to or resulting from any and all negligent acts or omissions of the Donor Mare Owner, or of any person while the mare(s) are under the Donor Mare Owner's possession or control.
4. Weatherford Equine makes no guarantees, warranties, or representation as to the success or outcome of the embryo transfer procedures herein contemplated.
5. Weatherford Equine requires that all recipient mares be returned in good physical condition. Photos will be taken upon departure to document body condition. Should mare not be returned in a comparable appearance, a charge of \$200.00-\$500.00 will apply.
6. This recipient mare is the property of Weatherford Equine (WE), and the donor mare owner/agent is merely leasing the mare for her surrogate services. Therefore, it is unlawful for anyone other than WE to sell this mare. If the donor mare owner/agent opts to sell his/her embryo while in utero, or offspring on the side of this recipient mare, they must first purchase the mare from WE. This mare can be purchased for \$2,000.00 on top of the \$3,250.00 Pregnant Recipient Mare Lease Agreement, and then she can be sold or traded at your discretion.
7. The person signing this Contract represents and warrants that he/she is the Owner of the Donor Mare, 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 regarding the animal and its veterinary care. All references in this Contract to the Donor Mare Owner, or Owner, shall be deemed binding upon the person signing this contract.

Signature of Donor Mare Owner or Agent: _____ Date: _____