

2022
Transported Oocyte Contract for ICSI

This Contract made on _____, 20____, by and between **Equine Medical Services, Inc.**, a Missouri Corporation, hereinafter called “**EMS**”, and _____, hereinafter called “**Owner**”, both of whom are hereinafter called the “**Parties**”.

Recitals:

EMS is in the business of embryo production from oocytes via ICSI (intracytoplasmic sperm injection). **Owner** desires to enter a contract with **EMS** for such services.

Therefore, the Parties agree as follows:

1. During the calendar year 2022, **Owner** will attempt to have an oocyte(s) recovered from its mare, the “**Donor Mare**”, named _____, and shipped to **EMS**. **EMS** shall mature the oocytes, evaluate them, and if apparently healthy, fertilize it (them) via ICSI in an attempt to produce embryos.

2. **Owner** agrees to pay **EMS** \$200 for oocyte culture and maturation per cycle, \$450 per ICSI session for sperm injection into mature oocytes, and \$1,000 for each blastocyst produced.

3. **EMS** will ship blastocysts for \$100 plus shipping expense to **Owner**’s veterinarian or embryo transfer facility for embryo transfer. **EMS** will also ship oocyte transport media to **Owner**’s veterinarian as needed for \$30 plus shipping expense.

4. **Owner** shall indemnify and hold **EMS** harmless with respect to said losses and risks.

5. All notices required by this Contract shall be given as follows: if to **EMS**, then, Equine Medical Services, Inc., 5851 Deer Park Road, Columbia, MO 65201-9751; if to **Owner**, then the address shown at **Owner**’s signature.

6. **Owner** understands and agrees that **EMS** is not responsible for the expense of transporting semen, oocytes, embryos or containers, and that **Owner** will pay these expenses. Further, **Owner** understands and agrees that **EMS** is not responsible for registration or blood-typing of the resultant foal.

7. **Owner** understands and agrees that many factors impact upon successful embryo production, transport, and/or establishment of pregnancy, and that although **EMS** shall use its best efforts to perform the services required by this Contract, **EMS** does not guarantee success of the procedures. If ICSI does not result in embryo production or pregnancy, **Owner**’s damages shall be limited to **EMS**’s continuing obligation to complete the same subject to the following limitations (all at the **Owner**’s sole expense and risk):

If by December 1, 2022, **Owner** is unable to recover an oocyte from the **Donor Mare**, a blastocyst is not produced, or a pregnancy fails to result from transfer of an embryo into a **Recipient Mare**, **EMS** or **Owner** shall have the right to declare this Contract terminated. In such an event, **Owner** shall pay to **EMS** all sums due under this Contract. Thereafter the Parties shall have no further obligations to one another.

8. **Owner** agrees to place a valid credit card on file with **EMS** for payment of the fees in this contract.

9. **EMS** reserves the right to refuse or suspend service when the **Owner**’s account is past due.

10. For all purposes, this Contract shall be deemed to be negotiated, made and signed in Boone County, Missouri and the laws of Missouri shall control. At **EMS**’s election, any litigation regarding the Contract shall

