



Rood and Riddle Equine Hospital
2008 Embryo Transfer Contract

This Contract made on _____, 2008, by and between **Rood and Riddle Equine Hospital**, a PSC, hereinafter called “**RREH**”, and _____ hereinafter called “**Owner**”, both of whom are hereinafter called the “**Parties**”.

Recitals:

RREH is in the business of equine embryo transfer.

Owner desires to enter a contract with **RREH** for such services.

Therefore, the Parties agree as follows:

1. During the calendar year 2008, **Owner** will attempt to have an embryo(s) recovered from its mare, the “**Donor Mare**”, named _____, and shipped to **RREH**. **RREH** shall evaluate the embryo, and if apparently healthy, insert the embryo(s) into the uterus of suitable “**Recipient Mares**” prepared and owned by **RREH**.
2. Upon the signing of this Contract, **Owner** shall pay to **RREH** a one thousand dollar **(\$1,000.00) non-refundable (under any circumstances) RECIPIENT MARE GUARANTEE FEE that secures mares for the DONOR mare whose name appears above**. Recipient mares will be selected for the donor mare based upon reproductive soundness and synchrony with the donor mare’s reproductive cycle. This fee not only secures such recipient mare for the **Owner** but also covers the expenses involved in the board, proper care and reproductive management of those mares until they are 21 days in foal with the donor’s embryo. These expenses include all fees associated with the purchase and maintenance of these mares prior to the embryo transfer and the care and medications immediately following the embryo transfer. Also included are the initial pregnancy exams conducted on the recipient mares until they are 21 days in foal. The fee is not transferable to another “**Donor Mare**” and will be good from February 1, through December 1, 2008 regardless of the number or lack of embryos produced. The nomination fee for this “**Donor Mare**” is not transferable to another owner. **Owner** is responsible for, and agrees to pay for veterinary expenses of the recipient mare after 21 days gestation.

The recipient guarantee fee is paid only one time for each donor mare, no matter how many embryos the owner wishes to harvest and transfer from that same donor mare in 2008.

RREH must have a completed, signed contract along with the Recipient Mare Guarantee Fee before the donor mare is flushed.

3. **Recipient Pregnancy Fees for each recipient mare is two thousand six hundred dollars (\$2,600.00).**

Upon each Recipient Mare reaching 21 days of gestation with a viable pregnancy, **Owner** shall pay to **RREH** two thousand six hundred dollars (\$2,600.00). **RREH** shall start charging boarding fees for the Recipient Mare(s) at the rate of \$16.00 per day after she reaches 21 days of gestation. At **RREH**, we firmly believe that embryo transfer recipients are safely in foal at 21 days of pregnancy and are ready to go home. We therefore encourage **Owners** to take the pregnant recipient home at this time although we can make arrangements to board them locally if necessary.

4. **Recipient Mare purchase price is one thousand dollars (\$1,000.00).**

The **Owner** agrees shall purchase Recipient Mare(s) when she is confirmed pregnant at 21 days. The Recipient Mare becomes the property and responsibility of the **Owner** beginning the day of successful transfer. The **Owner** may return the Recipient Mare(s) in good health

and body condition to RREH by December 31 of her foaling year and receive one thousand dollar (\$1,000.00) credit toward embryo transfer service the following season or may be paid market price for the mare as deemed by RREH.

5. 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). **If a Recipient Mare loses the pregnancy between 21 and 60 days of gestation, the Owner will receive a two thousand dollar (\$2,000.00) credit towards future embryo transfer services. If the Recipient Mare loses the pregnancy between 61 and 310 days of gestation, the Owner will receive a one thousand dollar (\$1,000.00) credit towards future embryo transfer services.** The recipient mare must be returned and a letter from the examining veterinarian stating findings at the time of loss must be presented for the credit to be issued. No credit will be issued if the loss is due to an inherited genetic defect such as lethal white syndrome.
6. **Owner agrees to contact RREH on the first day of the Donor Mare's heat and on the day of ovulation so that a suitable recipient mare can be prepared.** Owner also agrees to advise RREH on the proposed method and time of delivery of the embryo and if multiple ovulations are detected. Owner agrees to contact RREH on the day of embryo recovery and advise RREH of the results regardless of the success or failure of embryo recovery.
7. RREH recommends to Owner that Owner insure the Recipient Mare(s) and the embryo(s) against all losses and risks of any kind, nature and description. Owner shall indemnify and hold RREH harmless with respect to said losses and risks.
8. All notices required by this Contract shall be given as follows: if to RREH, then Rood and Riddle Equine Hospital, P.O. Box 12070, Lexington, KY 40580; if to Owner, then the address shown at Owner's signature.
9. Owner understands and agrees that RREH is not responsible for the expense of transporting embryos or containers. Further Owner understands and agrees that RREH is not responsible for registration or blood-typing of the resultant foal. **In addition, if embryo transfer media is required to transport an embryo, RREH can provide it via Federal Express delivery at a cost of seventy five dollars (\$75) plus shipping with prepayment by credit card.**
10. Owner understands and agrees that many factors impact successful embryo recovery and/or implantation, and that although RREH shall use its best efforts to perform the services required by this Contract, RREH does not guarantee success of the procedures. If a transfer does not result in a pregnancy, Owner's damages shall be limited to RREH'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, 2008, Owner is unable to recover an embryo from the Donor Mare or a pregnancy fails to result from transfer of an embryo into a Recipient Mare, RREH or Owner shall have the right to declare this Contract terminated. In such an event, Owner shall pay to RREH all sums due under this Contract. Thereafter the Parties shall have no further obligations to one another.
11. RREH reserves the right to refuse or suspend service when the Owner's account is past due.
12. It is specifically understood and agreed between the Parties that prior to the transporting of the Recipient Mare(s) from RREH, all charges for services rendered in the Contract shall be paid in full. Further, by filing this Contract along with a detailed itemization of the unpaid charges owed to RREH by Owner, RREH shall have a possessory lien on the Recipient Mare(s) and the fetus.
13. With regard to the transportation of the Recipient Mare(s), all risk of loss shall be borne by Owner and all transportation expenses shall be paid by Owner. Three business days notice must be provided to RREH by Owner prior to discharge of the Recipient Mare(s) to allow for processing of mares and paperwork. All Recipient Mare(s) shall be picked up and delivered during regular business hours. **Owner agrees to pay RREH one hundred dollars (\$100.00) for each delivery or pick up not during business hours.**

14. For all purposes, this Contract shall be deemed to be negotiated, made and signed in Fayette County, Kentucky and the laws of Kentucky shall control. At RREH's election, any litigation regarding the Contract shall occur in Fayette County, Kentucky.
15. 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.
16. 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 RREH

Dated: _____

Dated: _____

Owner's Address _____

Owner's Telephone _____ Email _____

Credit Card _____ Exp. Date _____

V Code: _____ (This is the 3-digit number located on the back of your credit card after the credit card number).

Billing address if different from above: _____

Mare Name _____ Registration # _____

Breed _____ Age _____

Height _____ Weight _____