

2010 Embryo Transfer Contract

This contract made on _____, 2010 by and between Auburn Veterinary Service, Inc. 16285 Briarwood Trace, Auburn, IL 62615 hereafter called "AVS", Richland Ranch, Inc. 16285 Briarwood Trace, Auburn, IL 62615 hereafter called "RR" and _____, hereinafter called "Owner", all of whom are hereinafter called the "Parties".

The purpose is to attempt to recover embryos from Donor Mare named: _____, Registration number: _____, Breed: _____, Age: _____, Reproductive status: maiden/ barren/ foaling during the 2010 breeding season (February 1-July 31, 2010). The said, Donor Mare, shall be housed at and breeding occur at adjoining facility known as, Richland Ranch, Inc. agrees to following terms:

1. A non-refundable entry fee of **\$1000** per donor mare is payable to **RR** at signing of this contract for 2010 breeding season. This entry fee shall be used toward, but not limited to, non-surgical embryo recovery and evaluation fees, transfer fees to available recipient on site, shipping costs of embryos to recipient facilities and return freight charges and vitrification fee/embryo.
2. Each embryo transfer flush and evaluation will incur **\$400** expense charged by AVS to Donor Mare Owner.
3. If an acceptable Recipient Mare is available for use at RR, the following terms apply. When embryo is transferred to Recipient Mare, a fee of **\$300** will charged by AVS to Donor Mare Owner.
4. Upon each Recipient mare reaching 30 days of gestation with viable pregnancy, Owner shall pay Richland Ranch **\$2500**(pregnancy fee). RR shall start charging boarding fees for the Recipient Mare after she reaches 30 days gestation at the rate of \$16/day. The Owner may, and is encouraged to, transport the Recipient Mare any time after she reaches 30 days of gestation. RR will board Recipient and Donor mares, but after reproductive services are done for the year, RR reserves the right at the sole discretion of RR to request that Owner move them from RR. Upon notification, Owner shall make immediate arrangements for the transportation of the Owner's Mare and the Recipient mares to Owner. Prior to release of said horses for shipment, all fees payable by Owner to AVS/RR shall be paid in cash or certified funds.
5. Total Recipient Mare cost = pregnancy fee of **\$3500** + plus any fees accrued after 30 days of gestation). 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, after 30 days gestation, a Recipient Mare loses the pregnancy; the Recipient Mare must be returned within 60 days of pregnancy loss and a letter from the examining veterinarian stating findings at the time of loss must be presented for the credit to be issued. The Owner will receive a \$2000 credit towards recipient mare services in the next calendar year only.
6. Owner shall return Recipient Mare to RR in good physical health and reproductively sound within 6 months following foaling. RR will charge \$1350 if recipient mare is not returned by Dec 31, 2011.
7. Should Donor Mare expenses exceed entry fee during 2010 breeding season, AVS monthly billing will occur for incurred fees and are net 10 days term. Past due accounts will suspend embryo recovery until payment is current.
8. All Donor Mare expenses incurred during preparation phase, breeding phase and between embryo recovery cycles will be billed by Richland Ranch.

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9. Monthly billing must be kept net 10 days to continue embryo recovery efforts. These expenses include but are not limited to boarding/mare care, uterine care and therapy, hormonal therapy, rectal and ultrasound examinations, breeding expenses and necessary farrier care.
10. All incurred veterinary care expenses for routine care that are required by licensed veterinarian shall be billed by AVS and must be kept net 10 days term from monthly billings.
11. Owner understands and agrees that AVS/RR is not responsible for the expense of stallion fees, transporting semen, or semen containers. Further, Owner understands and agrees that AVS/RR is not responsible for registration or blood-typing of the resultant foal from a transferred embryo.
12. AVS/RR recommends to Owner that Owner insure Donor Mare, Recipient Mare and embryos against all losses and risks of every kind, nature and description. Owner shall indemnify and hold AVS/RR harmless with respect to said losses and risks. The parties agree and understand that during the period that AVS and RR is in possession of the 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 AVS/RR the right and authority, based upon its separate judgment, to have the Donor Mare treated or shod at any time. Owner shall pay/reimburse AVS/RR for the cost thereof. Owner also agrees to be financially responsible for veterinary expenses of the Recipient Mare after 30 days of gestation.
13. Owner understands and agrees that many factors impact a successful embryo recovery and/or implantation and that although AVS/RR shall use its best efforts to perform the services required by this Contract, AVS/RR does not guarantee success of the procedures. If AVS/RR is unable to either recover and/or if the transfer does not result in a pregnancy, Owner's damages shall be limited to AVS/RR's continuing obligation to complete the same subject to the following limitations (all at the Owner's sole expense and risk):

IF AVS/RR is unable to recover an embryo from the Donor Mare, AVS/RR or Owner shall have the right to declare this Contract terminated. In such event, Owner shall (a) pay to AVS/RR 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 obligation, if any recovery or transfer of an embryo be unsuccessful, AVS/RR's continuing obligation to complete the same shall terminate at the end of the 2010 breeding season previously noted as July 31, 2010. Thereafter this Contract shall be deemed terminated and the Parties shall have no further obligations to one another.
14. AVS/RR reserves the right to refuse or suspend service when the Owner's account is past due.
15. It is specifically understood and agreed between the parties that prior to the transporting of the Donor Mare or Recipient Mare from AVS/RR; 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 AVS/RR by Owner, AVS/RR shall have a possessory lien on the Donor Mare as well as the Recipient Mare and the fetus.
16. With regard to the transportation of the Donor Mare and the Recipient Mare, all risks of loss shall be borne by Owner, and all transportation expenses shall be paid by Owner. Three business days notice must be provided to AVS/RR by Owner prior to discharge of Donor or Recipient Mares 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.

