



# AEC EMBRYO TRANSFER AGREEMENT

## 2020 Breeding Season

<b>Today's Date:</b>		*Please include a copy of the mare's registration papers and current Coggins when returning this contract	
<b>MARE INFORMATION</b>			
<b>Registered Name:</b>		<b>Registration Number:</b>	
<b>Barn Name:</b>		<b>Breed:</b>	
		<b>Color:</b>	
<b>Birth date/Age:</b>		<b>Is your horse Insured? YES/NO</b>	
<b>Type of Insurance:</b>		<b>Insurance Agency &amp; Contact Number:</b>	

<b>OWNER INFORMATION</b>			
<b>Owner Name:</b>		<b>Email Address:</b>	
<b>Address:</b>		<b>City:</b>	<b>State:</b> <b>Zip:</b>
<b>Primary Ph:</b>		<b>Mobile Ph:</b>	
<b>May we contact you via text message with updates:</b>		<b>YES/NO</b>	
<b>Fax:</b>	<b>Agent:</b>	<b>Agent Ph:</b>	
In case of an emergency please provide us with a secondary contact name and number of a person that can authorize veterinary medical treatment.		<b>Name:</b>	
		<b>Ph:</b>	

<b>STALLION INFORMATION</b>		
<i>Please list stallions in order of preference</i>		
Stallion 1:		ET Pregnancies Desired:
Contact:		Phone:
Stallion 2:	ET/Carry	ET Pregnancies Desired:
Contact:		Phone:
Stallion 3:	ET/Carry	ET Pregnancies Desired:
Contact:		Phone:

### **Explanation of Services:**

- The cost for this procedure is \$4,500 for cooled semen and \$5,000 for frozen semen.
  - This cost includes all palpation/ultrasounds, flushing the donor mare, and transfer of embryo to recipient mare. It does not include mare board or additional diagnostics or treatments (see Section 6.c). Nor does it include the cost of shipping semen, stud fees, or any other stallion related fees.
- A non-refundable deposit of \$1,500 for fresh or cooled semen, \$2,000 for frozen semen is due upon the donor mare’s arrival at Abraham’s Equine Clinic. **This deposit is good for 3 embryo flushes during the 2020 season, for the mare noted at the front of this contract.** If no viable embryo is recovered after 3 embryo recovery attempts, this deposit plus mare board is the only cost to the donor mare owner.
  - Once an embryo has been recovered and a viable pregnancy has been confirmed at 25 days, the remainder (\$3,000) is due.
- Recipient mares will be leased by donor mare owner from AEC for \$1000 (included in price). When the mare is returned after weaning the foal, the donor mare owner will be refunded \$500, provided the recipient mare is in good health and up-to-date on farrier care, vaccinations, and coggins. If mare is not returned to AEC by November 30 of foaling year, \$500 refund is null and void, and an additional \$500 will be assessed to the mare owner.
- Once the recipient mare is confirmed pregnant at 14 days, the embryo owner will be responsible for paying board at the rate of \$15/day. When the recipient has reached 25 days and is confirmed pregnant with a heartbeat, the embryo owner will be responsible for picking up the recipient or paying board at the rate of \$20/day.

## TERMS AND CONDITIONS

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Abraham's Equine Clinic (AEC), a limited partnership existing under the laws of the State of Iowa, and the Donor Mare Owner identified on page 1 of this document. AEC agrees to attempt embryo recovery from Donor Mare identified on page 1 and/or transfer embryos considered suitable into the reproductive tract of a synchronized recipient mare.

1. The person signing this contract represents and warrants that he/she is the true and lawful owner of the Donor Mare, or if not the owner, then has the actual authority to act as the Owner's agent for purposes of entering into this contract, and to make any and all decisions regarding the animal and its veterinary care. The Donor Mare owner represents that they are the lawful owner of any frozen semen used in procedures, and if not, the Donor Mare Owner will provide AEC with contact information for the lawful owner. The signatory shall be fully responsible for all charges incurred under this contract and shall indemnify, defend, and hold harmless AEC from any and all claims arising as a result of or in connection with this contract (including any claim that such person lacked the right or authority to execute this contract on behalf of the true owner). All references in this contract to the Donor Mare Owner shall be deemed binding upon the person signing this contract and the owner of the Donor Mare (hereinafter, individually and collectively referred to as Donor Mare Owner).
2. Donor Mare Owner agrees that during the period AEC is in possession of Donor Mare, good equine practice may suggest and/or require the Donor Mare be vaccinated, dewormed, and feet trimmed or shod. Therefore, during the term of this contract, Donor Mare Owner hereby grants AEC the right and authority, based upon its independent judgement, to administer routine preventative medicine. The Donor Mare Owner shall pay/reimburse AEC for the cost thereof upon invoice.
3. The Donor Mare Owner hereby releases and shall indemnify and hold AEC 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 by AEC under the terms of this contract. Further, the Donor Mare Owner shall exonerate, protect, indemnify, defend, and hold harmless AEC from and against any and all liabilities, expenses, claims, fines, penalties, costs, attorney's fees, and damages of every kind (including, without limitation, those arising out of or attributed, directly or indirectly, to or resulting from any and all negligent acts or omissions from the Donor Mare Owner), or of any person while the recipient mare(s) are under the Donor Mare Owner's possession or control, whether caused by the sole negligent acts or omissions of Donor Mare Owner, arising out of or attributed, directly or indirectly, to

the use, possession, transportation, condition, or storage of the mares, irrespective of the legal theory upon which any claim or suit may be based.

4. The Donor Mare Owner agrees to pay all **veterinary fees associated with routine care** of the pregnant recipient after day 14 of gestation and the preparation (e.g. Coggins test, health certificate) for departure after 25 days of pregnancy. Donor Mare Owner is encouraged to pick up recipient mares after 25 days of gestation.
  - a. Upon departure of recipient mare from AEC premises, Donor Mare Owner assumes all responsibility for providing suitable facilities, sufficient feed and water, farrier and veterinary care in a manner consistent with good horse breeding and care practices.
5. Donor Mare Owner agrees to pay all charges associated with **shipment and storage of semen and/or embryos** to Abrahams Equine Clinic. The Donor Mare Owner also agrees to pay any express mail/courier/airline shipping charges, courier charges, and return freight charges.
6. Donor Mare Owner agrees to pay all fees associated with the **embryo transfer procedure and pregnancy of the recipient mare**. A non-refundable Embryo Transfer deposit of \$1,500 (fresh or cooled semen) or \$2,000 (frozen semen) is due upon entering this agreement, with the remaining \$3,000 due at day 25 of gestation and prior to departure of the recipient mare.
  - a. Embryo Shipment: Donor Mare Owner agrees to pay a \$500 transfer fee for an embryo that is flushed at AEC and shipped elsewhere.
  - b. Recovery of multiple embryos: In the event that multiple embryos are recovered in a single flush, AEC reserves the right to transfer all embryos. Donor Mare Owner will have the option to accept or reject the additional embryo transfer(s) at the time the subject recipient mare is determined to be 14 days pregnant. If Donor Mare Owner opts to keep more than one in-utero foal, an additional \$500 transfer fee will be due at the time of transfer, and a \$1,000 recipient fee will be due at day 25 of gestation of that recipient mare. If the Donor Mare Owner rejects the additional embryo transfer(s) or fails to pay any multiple embryo accounts when due, Donor Mare Owner waives any and all claims or rights to that embryo/foal, and also agrees to provide AEC with all necessary paperwork and signatures in order to promptly register any such foals, or grants AEC the right to terminate the pregnancy.
  - c. Additional Diagnostics/Treatments: any additional diagnostics or treatments deemed necessary by the attending veterinarian to increase chances of obtaining an embryo are not covered by the deposit and will be offered at an additional

cost. This includes: uterine cytology, uterine culture, uterine biopsy, uterine lavages, uterine infusions, and/or systemic antibiotics.

- d. If the owner wishes to use their own mares for a recipient, the deposit would remain the same (\$1,500 for fresh/cooled and \$2,000 for frozen) but the remaining balance owed once the recipient was confirmed 25 days gestation would be \$2,000. The recipient mare must remain at AEC during the period between transfer of the embryo up to 25 days gestation. Owner is responsible for daily board for recipient to stay at AEC during the embryo transfer process.
  - e. Live Foal Guarantee: If the recipient mare proves not in foal or fails to produce a live foal that can stand alone and nurse, owner shall furnish a satisfactory veterinary certificate to that effect within 7 days of the date the mare foals, aborts or dies and the owner will receive a credit on their account equaling the cost of the deposit (\$1,500 for fresh/cooled semen, \$2,000 for frozen semen) towards future embryo transfer services at AEC.
7. Donor Mare Owner agrees to return recipient mare directly to AEC after weaning and no later than November 30 of the foaling year. If the recipient mare is NOT returned to AEC, or if the recipient mare should die under the care of Donor Mare Owner, the \$500 refund of deposit will be null and void and an additional \$500 fee will be assessed. If the recipient mare aborts her pregnancy or delivers a stillborn foal, Donor Mare Owner is responsible for returning recipient mare to AEC as soon as is medically feasible.
- a. To receive full \$500 refund upon return of recipient mare to AEC, the recipient mare must be returned current on all vaccinations, Coggins, and farrier work. She must also be in the same sound condition of limb, wind, and reproduction as when she was initially taken from AEC premises. If recipient mare is not returned in sound condition, the Donor Mare Owner assumes all costs for veterinary and/or farrier services to return her to sound condition.
  - b. Recipient mare is the property of AEC, and Donor Mare Owner is leasing the mare for her surrogate services. Therefore, it is unlawful for anyone other than AEC to sell the mare. If the Donor Mare Owner elects to sell his/her embryo while in utero, or offspring on the side of the recipient mare, they must first notify AEC in writing at least 15 days prior to any potential assignment or sale, as well as purchase the mare from AEC for \$500, and the \$500 refund of deposit will be null and void. If the mare is then returned in good condition, either by the original Donor Mare Owner or the new owner, AEC will then buy the mare back for \$500.
8. Donor Mare Owner agrees to **pay all charges in full** before removing the pregnant recipient(s) or donor mare. The Donor Mare Owner is required to make transportation arrangements for pregnant recipients between the hours of 8:00am and 4:30pm Monday through Friday, unless previous arrangements have been made well in advance.

9. **Donor or recipient mares will not be released if bill is not paid prior to departure.**
- a. **All invoice balances are payable within 30 days of monthly or final invoice.** If any subsequent charge is not paid within 30 days, the entire account shall be delinquent. At AEC's sole option, all work being done with respect to a delinquent account may cease and all embryo transfer contracts may be terminated. *After 30 days from billing date, a \$25.00 handling fee will be added.*
10. In the event Donor Mare Owner fails to pick up recipient mare and/or payment is not made in full by October 1 of the contract year, Donor Mare Owner hereby gives AEC legal ownership of the resulting offspring of the Donor Mare. Ownership transfer shall take place before December 31 of the Contract Year. All necessary signatures are to be provided to AEC for prompt registry of the resulting foal.
11. Any modification of this embryo transfer agreement shall be binding only if placed in writing and signed by each party or a duly authorized representative of each party.
12. This contract is non-transferrable. If the Mare is sold, all unpaid fees become immediately due and payable and no refunds will be made.
13. AEC reserves the right to discontinue service at its discretion and to terminate this contract upon 10 days' advance written/electronic notice to the Donor Mare owner.
14. Each party agrees to comply with all applicable federal, state, and local laws, codes, regulations, rules, and orders. This contract shall be governed by the laws of the State of Iowa, and any legal action concerning the provisions hereof shall be brought in the District Court in Linn County, Iowa.
15. This Contract constitutes the entire understanding between the parties and supersedes any previous contract or understandings, whether oral or written, concerning the subject matter of the contract. No services other than those stated in this contract will be provided by AEC without an express, written and signed amendment to this contract.

**By signing below, I acknowledge and agree to comply with the terms and conditions stated above.**

Signature of Mare Owner/Agent: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of AEC Representative: \_\_\_\_\_ Date: \_\_\_\_\_