



EMBRYO TRANSFER AGREEMENT

This Agreement (hereinafter referred to as the “**Agreement**”) is made and entered into the _____ day of _____, 20_____, by **BELLA VISTA EQUINE REPRODUCTIVE SERVICES, LLC** an Ohio Limited Liability Corporation, (hereinafter referred to as “**Bella Vista Equine**”) and the following:

Name of Client (hereinafter referred to as the “Donor Mare Owner”):

Last First Initial

Billing Address:

Street City State Zip Code

Home Phone Mobile Phone Work Number

Fax Number E-mail

Farm or Ranch:

Name if different than above

Street City State Zip Code

Farm Phone Farm Fax

Donor Mare:

Name Breed Age

Sire Dam Registration No.

In consideration of the mutual promises contained in this Agreement and with the intention of being legally bound by terms of this Agreement, the parties agree as follows:

- *Embryos considered suitable by Bella Vista Equine shall be transferred to the reproductive tract of a synchronized Recipient Mare and after-care provided for the Recipient Mare upon terms and conditions of this agreement.*

1. **Synchronization of Recipient Mare /Breeding Management of Donor Mare/Embryo Flush at Bella Vista Equine:**

Donor Mare Owner agrees to pay Bella Vista Equine a fee in the amount of **Five Hundred Dollars (\$ 500.00) per estrous cycle** for routine palpation, ultrasound and artificial insemination of the Donor Mare; synchronization of recipient mare and embryo flush of the donor mare while the Donor Mare is at Bella Vista Equine. At the discretion of Bella Vista Equine, the Donor Mare may undergo treatment to increase the chances of a successful Embryo Transfer. Any medications or treatments are charged extra and it shall be paid by the Donor Mare Owner in addition to the fees of this Agreement.

2. **Synchronization of Recipient Mare/Embryo Flush of Donor Mare at Bella Vista Equine**

Donor Mare Owner agrees to pay Bella Vista Equine a fee in the amount of **Four Hundred and Fifty Dollars (\$ 450.00)** for one Embryo Flush of the Donor Mare at Bella Vista Equine and synchronization of the recipient mare for one breeding cycle. Donor Mare Owner is responsible to give daily update on the breeding of the Donor Mare and inform Bella Vista Equine the day the Donor Mare ovulates. Failure to communicate and inform Bella Vista Equine on the day of the breeding and ovulation of the Donor Mare will result in non-availability of a recipient mare for the Embryo Transfer. The Synchronization of Recipient Mare/Embryo Flush of Donor Mare fee is non-refundable and shall be paid in advance.

3. **Synchronization of Recipient/Shipped Embryo Fee**

Donor Mare Owner agrees to pay Bella Vista Equine a non-refundable fee in the amount of **Four Hundred Dollars (\$ 400.00)** for synchronization of the Recipient Mare with the Donor Mare, for one breeding cycle. Donor Mare Owner is responsible to give daily update on the breeding of the Donor Mare and inform Bella Vista Equine the day the Donor Mare ovulates. Failure to communicate and inform Bella Vista Equine on the day of the breeding and ovulation of the Donor Mare will result in non-availability of a Recipient Mare for the Embryo Transfer. Donor Mare Owner shall pay for all transportation of the embryo to Bella Vista Equine including Fed Ex, airline and courier fees. The Synchronization of Recipient Mare/Shipped Embryo fee is non-refundable and shall be paid in advance.

4. **Embryo Transfer Fee**

Donor Mare Owner shall pay Bella Vista Equine Reproductive Services a non-refundable fee in the amount of **One Thousand Five Hundred dollars (\$1,500.00) when the recipient mare is first checked in foal.** Donor Mare Owner shall pay Bella Vista Equine an additional non-refundable fee in the amount of **One Thousand Five Hundred dollars (\$1,500.00) when the recipient mare is 45 days in foal.**

5. **Multiple Embryos**

In the event multiple embryos are recovered in a flush, Bella Vista Equine reserves the right to transfer the multiple embryos to multiple recipient mares to increase the chances of at least one recipient mare being checked in foal. If only one recipient mare is checked in foal, Donor Mare Owner shall pay the applicable fees set forth above. If more than one recipient mare is checked in foal, Donor Mare Owner has the option to accept or terminate the additional in uterus embryo when the recipient mare is checked in foal. If Donor Mare Owner accepts the additional pregnancy, than Donor Mare Owner shall pay an additional Embryo Transfer Fee. Donor mare owner is responsible for any additional stallion obligations.

6. Boarding of Recipient Mare

The Recipient mare shall remain at a Facility provided by Bella Vista Equine. Donor Mare owner hereby agrees to pay Bella Vista Equine a boarding fee in the amount of **Twelve dollars (\$12.00) per day** for boarding of the recipient mare starting the day such mare is checked in foal.

7. Boarding of Donor Mare

The donor mare shall remain at a facility provided by Bella Vista Equine. Donor Mare Owner agrees to pay Bella Vista Equine a boarding fee in the amount of **Fifteen dollars (\$15.00) per day** for a mare without foal or **Seventeen dollars (\$17.00) per day** for mare with foal. Donor Mare Owner has inspected Bella Vista Equine's facilities and is satisfied with the same.

8. Veterinary and Other Expenses

Donor Mare Owner hereby agrees to pay Bella Vista Equine for all veterinary, farrier and all other costs and expenses deemed necessary for proper breeding management and care of the Recipient Mare. Once the recipient Mare is checked in foal, all board and veterinary services provided by Bella Vista Equine shall be paid by the Donor Mare Owner. At the discretion of Bella Vista, The Recipient Mare may receive injectable progesterone to enhance pregnancy maintenance. Donor Mare Owner hereby agrees to pay Bella Vista the amount of **Forty six dollars (\$ 46.00) per progesterone injection** or one hundred and thirty eight dollars (**\$138) per month for the injection** of progesterone.

9. Recipient Mare Deposit

Donor Mare Owner agrees to pay Bella Vista Equine a refundable deposit of **Eight Hundred dollars (\$800.00)** for each recipient mare carrying an in uterus embryo/foal resulting from Embryo Transfer Services provided pursuant to this Agreement, prior to the recipient mare's departure from Bella Vista Equine's facilities. Each recipient mare is required to return to Bella Vista Equine's facility at Donor Mare Owner's expense by January 15th, 2010. Bella Vista Equine will refund the Recipient Mare Deposit only if the recipient mare is in good body condition and appears suitable to return to the Embryo Transfer program. Bella Vista Equine is entitled to retain each Recipient Mare Deposit for each recipient mare that is not returned to Bella Vista Equine by January 15th, 2010 as liquidated damages, and may seek all other remedies at law and equity to each is entitled. The Recipient Mare Deposit will not be refundable to the Donor Mare Owner in case of permanent injury or death of the Recipient Mare. Transportation of the Recipient Mare is responsibility of the Donor Mare Owner.

10. Non-Transferability to Other Donor Mare

Any rights which Donor Mare Owner has under this Agreement shall apply only to the Embryo Transfer of the following mare: _____

No rights shall be assigned or transferred by Donor Mare Owner for the purpose of the Embryo Transfer of another donor mare without the consent of Bella Vista Equine.

11. Foaling Services

If Donor Mare Owner chooses to have the Recipient Mare foal at Bella Vista Equine's facilities, then the Donor Mare Owner hereby agrees to pay Bella Vista a foaling fee of Three Hundred and Fifty dollars (\$350.00) and an additional fee of two dollars per day for a foaling stall.

12. Ownership of Foal

The parties hereby agree that any foal which is born as a result of the embryo transfer and resulting pregnancy pursuant to the terms and conditions of this Agreement shall be sole property of Donor Mare Owner once all amounts due under this Agreement are paid in full.

13. Billing Terms

Clients shall pay all fees and expenses incurred under this Agreement upon receipt of the statement for such fees and expenses, unless stated under this Agreement that the fee is due in advance before services are rendered. Payment shall be deemed late if not paid by the payment due date on each statement. If client fails to object in writing to any item charged in a statement within ten (10) days from the date such statement is deposited in the United States Mail or personally delivered, then it shall be conclusively agreed by client that such amount is fair and correct and is owed to Bella Vista Equine Reproductive Services, LLC and that Donor Mare Owner waives any challenges to the fees and expenses charged. A valid credit card is required to be kept on file and will be used to settle Owner's account if payment in another form is not received by the payment due date of each statement or by the terms of this Agreement.

14. Donor Mare Owner's Responsibilities

- a. Donor Mare Owner shall be responsible for complying with all applicable breed registry and regulations and seeking registration of the foal in the appropriate breed registry,
- b. Donor Mare Owner shall be responsible for all parentage testing of the foal,
- c. Donor Mare Owner shall be responsible for any desired insurance on the Donor Mare, Recipient Mare, the embryo or the foal.

15. Release of Donor/Recipient Mare

Notwithstanding any other provision of this Agreement, Bella Vista Equine shall not be required to release the Donor Mare, Recipient Mare or foal until all amounts due under this Agreement are paid in full.

16. Attorney's Fee

In the event that any legal action is brought or instituted by the parties hereto, for any purpose under or in connection to this Agreement, the prevailing party shall be entitled to receive from the losing party all costs of suit, including reasonable attorney's fees. In the event that Bella Vista Equine Reproductive Services, LLC is successful in so enforcing this Agreement, Donor Mare Owner shall pay Bella Vista Equine, LLC the reasonable attorney's fees and expenses incurred by Bella Vista Equine Reproductive Services, LLC by reason of such enforcement, whether or not legal action is brought.

17. Assumption of Risk/Disclaimer of Warranties/Release/Hold Harmless Provisions

- a. Donor Mare Owner assumes all risks to the Recipient Mare, the embryo and the foal arising from the embryo transfer procedure, the pregnancy, the birth of the foal and the resulting care, including, but not limited to, the risk of death of the Recipient Mare, the embryo and the foal.
- b. Bella Vista Equine makes no warranty or guaranty of a live and healthy foal and the failure of Recipient Mare to produce a live and healthy foal shall not entitle Donor Mare Owner to a refund of any payment made pursuant to this Agreement or terminate Donor Mare Owner's responsibility for any amount owed under this Agreement.
- c. Bella Vista Equine makes no warranty or guaranty that the foal will be successfully registered with the applicable breed registry and the failure of the foal to be registered with the applicable breed registry shall not entitle Donor Mare Owner to a refund of any payment made under pursuant to this Agreement or terminate Donor Mare Owner's responsibility for any amount owed under this Agreement.
- d. Donor Mare Owner hereby agrees to hold harmless Bella Vista Equine and its respective agents, employees, representatives, assigns, affiliated person and/or others acting on Bella Vista Equine's behalf from liability relating to injury, damage, personal property damage, or other loss that Donor Mare Owner may sustain arising out of being on the premises of Bella

Vista Equine or on the premises assigned by Bella Vista Equine to perform Embryo Transfer Services or to house the Donor Mare, Donor Mare' foal, Recipient Mare and embryo or the foal resulting from Embryo Transfer.

- e. Donor Mare Owner hereby agrees to hold harmless Bella Vista Equine and its respective agents, employees, representatives, assigns, affiliated person and/or others acting on Bella Vista Equine's behalf from liability or ordinary negligence relating to any injury, damage, personal property damage or other loss that the Donor Mare Owner may sustain arising out of the embryo transfer procedure and handling or keeping of the recipient mare at Bella Vista Equine's facilities or assign facility that may accrue from any cause whatsoever (including fire, theft, running away, accidents, illness, injury, or death of the Recipient Mare, embryo or foal) during the term of this Agreement and/or while the Recipient Mare, the embryo or the foal are in Bella Vista Equine's custody and control.

18. Termination of the Agreement

- a. Upon Donor Mare Owner's material breach of any term or provision of this Agreement,
- b. Upon the written agreement of the parties at any time,
- c. Upon the involuntary termination of the pregnancy, spontaneous abortion or premature death of the embryo after a 45 day pregnancy check,
- d. Upon any fees or other amounts remaining unpaid by Donor Mare Owner sixty (60) days after the billing date.

Upon termination, Bella Vista Equine shall retain all amounts paid to date by Donor Mare Owner. Upon termination, Donor Mare Owner shall pay Bella Vista Equine any amounts earned and unpaid under this Agreement. If Agreement terminates due to non-payment of fees or other owed amounts, Bella Vista Equine shall retain as its sole property any foal which is born as a result of the embryo transfer.

19. Assignment

Neither this Agreement nor any interest herein may be assigned to any person without the express consent of each party hereto.

20. Entire Agreement

This Agreement is an integrated document, contains the entire Agreement between the parties and wholly cancels and supersedes any and all previous and/or contemporaneous oral agreements, negotiations, commitments and writings between the parties with respect to the subject matter hereof. No change, modification, extension, termination, notice of termination, abandonment or waiver of this Agreement or any of the provisions hereof, nor any representation, warranty, promise, or condition relating to this Agreement, shall be binding upon the parties hereto unless made in writing and signed by the parties hereto or unless made pursuant to specific authorization granted in this Agreement.

21. Governing Law and Venue

The construction and interpretation of this Agreement and the rights of the parties shall be governed by the laws of the State of Ohio applicable to agreements to be performed in Ohio, exclusive of conflicts of laws provisions. Further, the parties hereto expressly agree that in the event of litigation concerning the construction or operation of this Agreement, jurisdiction and venue shall be proper in the court of Common Pleas of Licking County, Ohio.

22. Headings

Section or other headings contained in this Agreement are for convenience of reference only, are not a part of this Agreement and shall not be taken into consideration in construing any provision of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

BELLA VISTA EQUINE

BELLA VISTA EQUINE REPRODUCTIVE SERVICES, LLC.
an Ohio Limited Liability Corporation

by: _____
its:

Date: _____

DONOR MARE OWNER

Signature

Printed Name

Date: _____