



2010 CONTRACT FOR OOCYTE TRANSFER

Fee Schedule

Annual Enrollment Fee:	\$1200.00	Donor Mare Board:	\$25.00/day
Oocyte Recovery Attempt:	\$250.00	Pregnant Recipient Board:	\$18.00/day
Oocyter Transfer Fee:	\$1000.00	Owner Recipient Mares (cost variable):	\$950-\$3000/paddock
Pregnancy Fee:	\$3000.00		

DONOR MARE: _____ **STALLION:** _____

REGISTRATION#: _____ **AGE:** _____ **BREED:** _____

BREEDING LOCATION: _____

Performance Equine Vets, LLC hereinafter referred to as PEVS and the Donor Mare Owner/Agent/Lessee hereinafter referred to as the Owner/Agent/Lessee; {If Lessee, please provide a copy of the lease agreement} AGREE TO THE FOLLOWING for the breeding season January 15, through September 30, 2010.

1. PEVS will attempt to recover an oocyte(s) from Donor Mare identified above and transfer oocyte(s) into the reproductive tract of a recipient mare.

2. PEVS will make every reasonable effort to provide recipient mares on demand for scheduled donor mare recovery attempts unless conditions, catastrophic or otherwise beyond PEVS control, make such effort impossible.

3. PEVS will pay for all veterinary fees associated with maintenance and preparation of the recipient mares for oocyte transfer including the immediate period following transfer. PEVS is the rightful owner of the recipient mare and determines the extent and nature of any veterinary attention associated with the health and welfare of the recipient mare prior to the 30th day of gestation. Once the recipient mare reaches 30 days and is confirmed to be pregnant, the owner/agent/lessee assumes the responsibility and agrees to pay for all veterinary expenses of the recipient mare(s) after 30 days gestation.

4. Owner/Agent/Lessee agrees to scheduled fees as listed below: (Specific amounts are stated in the Fee Schedule above.)

A. ONLY one enrollment fee per mare per year is charged (this fee is non-refundable, non-transferable under any circumstances). Each oocyte recovery attempt is \$250.00. Each oocyte transfer performed is \$1000.00

B. Pregnancy fee will be due when the recipient is confirmed 30 days in foal with the Donor Mare's Embryo. If there is no 30 day pregnancy then no pregnancy fee will be assessed.

C. Board for the Pregnant Recipient Mare at the daily rate stated above beginning on the 30th day of gestation.

D. All responsibilities including veterinary costs for the health and upkeep of the Pregnant Recipient Mare beginning on the 30th day of gestation are the sole responsibility of the Owner/Agent/Lessee. (Including antibiotics, progesterone supplementation, ultrasound examinations, any required testing, routine maintenance, emergencies, etc).

E. There is no lease fee for the recipient mare. The open recipient mare must be returned to PEVS by December 1 of her foaling year in good health and condition. If the recipient mare is not returned by Dec. 1 of her foaling year for any reason, the owner/agent/lessee must remit to PEVS \$500.00 for purchase of the recipient.

5. Recovery attempts from Donor Mare's managed off-site will ONLY be done at PEVS. The PEVS veterinarian will determine the appointment day and time required for the recovery. The veterinarian (at their discretion) may recommended the Donor Mare receive post recovery treatment(s) including but not limited to anti-inflammatory medications, and/or antibiotics to prepare it for additional recovery attempts or to maintain the health and well being of the Donor Mare.

6. In regards to Recipient Mares used for the purposes of fulfilling this contract owned by the Owner/Agent/Lessee:

A. For recipient mares kept off-site managed by PEVS: Ultrasound examinations, cultures, any other routine breeding management practices including medications and/or sedation required will be charged based on the current itemized pricing in addition to farm calls based on the current farm call rate schedule. Recipient mares in synchrony with Donor Mare will need to be brought to clinic with Donor Mare on the day of flushing.

B. For recipient mares kept at PEVS: Boarding rates will be charged based on Fee Schedule above. Ultrasound examinations will not be billed to owner/agent/lessee. Cultures and any routine breeding management practices including medications and/or sedation required will be charged based on the current itemized pricing.

7. Owner/Agent/Lessee will pay all outstanding charges in full before recovering or picking up the Pregnant Recipient and/or Donor

Mare. If at any time the account becomes 30 days past due, interest will be accrued at the rate of 1.5% per month on the outstanding balance. This outstanding balance will be charged on the credit card on file and the cardholder will be notified. Owner/Agent/Lessee grants and acknowledges all lien rights afforded to PEVS by South Carolina Law. The Owner/Agent/Lessee agrees to pay all costs and attorney fees incurred by PEVS in attempting to collect any outstanding balance.

8.Owner/Agent/Lessee warrants and guarantees that as Owner/Agent/Lessee, the undersigned has the full authority to enter into this contract and is the party responsible for all terms and conditions hereof, including prompt payment of all charges, as well as the authority to make any and all decisions regarding the Donor Mare and its veterinary care including any emergency treatment required.

9.PEVS reserves the right to refuse service. This includes the right at PEVS sole discretion, to discontinue oocyte attempts and/or to refuse to transfer an unsuitable oocyte(s).

10.Owner/Agent/Lessee is responsible for all Breed Registry rules and regulations. PEVS assumes no responsibility in this regard. Furthermore, owner/agent/lessee is responsible for parentage on oocyte transfer foals. PEVS will exercise its best judgment in maintaining records and identification on each Donor Mare and recipient.

11.Owner/Agent/Lessee agrees to not hold PEVS liable for any and all claims, of every kind and nature including disease, accident, death, etc of Donor Mare, and/or Donor Mare's foal, Donor Mare's Pregnant Recipient and in-uterus foal. Any insurance desired on the Donor Mare, and/or Donor Mare's foal, Donor Mare's Pregnant Recipient and in-uterus foal is the sole responsibility of the owner/agent/lessee. PEVS will exercise its best judgment in the supervision of all horses care while at PEVS facility.

12.This **contract is non-transferable**.

13.PEVS makes no guarantees, warranties or representations as to the success or outcome of the oocyte transfer procedures herein contemplated.

14.This **Contract constitutes the entire Contract** between the parties and supersedes any previous contracts, understandings, or verbal communications between the parties, whether oral, electronic or written, concerning the subject matter of this Contract.

PEVS must have a completed, signed contract along with the appropriate fee's before the first Donor Mare recovery. Every client must have a valid credit card on file prior to PEVS performing any procedures on your mare.

Owner/Agent/Lessee must give PEVS three days notice before picking up Pregnant recipient(s) to provide ample time for preparation of required paperwork. Discharges for pregnant recipients must be made between the hours of 9 am to 5 pm Monday through Friday, unless previous arrangements have been made and approved by PEVS office.

UPON ARRIVAL PLEASE HAVE THE FOLLOWING: Current Negative Coggins and Health Papers, Copy of Registration Papers (front and back), Worming and Immunization Record.

If your mare and/or foal is insured, fill in the name and telephone number of your agent:

Signature of Owner/Agent/Lessee

Date

Telephone Number(s)

Printed Name

Address

Email/Website

In case of an emergency, please provide us with a **secondary contact** name that can authorize veterinary medical or surgical treatment.

Name: _____ Phone Number(s): _____

PEVS Agent

Date

Release for Emergency Treatment

In the event the Donor Mare, her foal and/or pregnant recipient(s) need to be treated at PEVS and/or transferred to a Referral Hospital for emergency medical or surgical treatment PEVS will make every attempt to contact the Donor Mare owner or the authorized emergency contact. If contact attempts are unsuccessful, I authorize PEVS to act as temporary agent on my behalf, to initiate such care and treatment and if applicable to initiate such transfer. I authorize no more than \$_____ in charges and expenses incurred per incident. I understand that PEVS will make every reasonable effort to save the life of the Donor Mare and/or Pregnant Recipient, and authorize PEVS to make medical decisions based on the dollar cost I have allocated for each incident. I authorize any medical and/or financial information from the Referral Hospital be released to PEVS. I also authorize my credit card on file with PEVS to be given to the referral hospital in the event I cannot be reached, so that my animals will be treated without delay.

Signature of Owner/Agent/Lessee

Print Name

Address of Owner/Agent/Lessee

City, State Zip Code

Phone Number

Alt Phone Number

E-mail

Social Security Number

Performance Equine Vets, LLC

3827 Charleston Hwy

Aiken, South Carolina 29801

803.641.0644

803.641.0645 Fax

Signature of PEVS Authorized Representative

Printed Name of PEVS Representative

I **authorize** or **do not authorize** surgery for my horse if it is needed in case of an emergency and I cannot be reached. (Please circle one)

Sign X _____

CREDIT CARD AGREEMENT

Every client MUST have a credit card on file before Performance Equine Vets, LLC can perform any procedures on your horses. **Any balances that are 30 days or more past due will be automatically billed to your credit card.** We will contact you by phone within 10 days after your balance is charged to your credit card and send you a receipt of the charge by mail. We accept Master Card, Visa, American Express and Discover.

Please fill out this form in order to complete your records:

Please print this information:

Credit Card type: Master Card _____ Visa _____ Amex _____ Discover _____

Credit Card Number: _____

Expiration Date: _____ Security Code: _____

Name on the Credit Card: _____

Phone number(s) to contact you when credit card is charged: _____

Would you like us to bill your credit card automatically each month? Yes _____ No _____

I, _____, authorize PEVS to bill my credit card for any balances that are 30 days or more past due.

Signature X _____ Date: _____