2015 Contract for Embryo Transfer

Fee Schedule

Pregnancy Fee: \$2500.00
Embryo Flush: \$500.00
Embryo Transfer Fee: \$250.00
Freezing Embryo \$350.00
Donor Mare Board \$30.00/day
Pregnant Recipient Board \$18.00/day

Owner Recipient Mares (cost variable) \$950-\$3000.00/paddock



| 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 2015 breeding season.

- 1. PEVS will attempt to recover an embryo(s) from Donor Mare identified above and transfer embryo(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 flushes 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 embryo 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. 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.
 - B. Board for the Pregnant Recipient Mare at the daily rate stated above beginning on the 30th day of gestation.
 - C. 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).
 - D. 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. Donor Mare's managed off-site will ONLY be flushed at PEVS. The PEVS veterinarian will determine the appointment day and time required for the flush. It is recommended the Donor Mare receive post flush treatment(s) and culture to clean the uterus and prepare it for additional breeding and/or flushing.
- 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. For embryo's shipped to PEVS' facility: Persons shipping embryos must maintain timely communication with PEVS regarding the Donor Mare's breeding status and ovulation date(s). Owner/agent/lessee understands that failure to do this may result in

- unavailability of a recipient mare(s) for the embryo(s). Owner/agent/lessee agrees to pay any and all other charges incurred in shipment of embryo(s), including but not limited to shipping media, air freight, courier, and return container shipping.
- 8. For Frozen Embryo(s): Fee's charged are listed above in the fee schedule for each embryo frozen. Frozen embryo storage fees will be based on current storage pricing and will be billed monthly or yearly at the practice discretion. Any past due storage fees are required before embryo is transferred or released.
- 9. Beginning with the 6th completed transfer for a single owner, the Pregnancy Fee will be \$2,300.00 for each subsequent embryo.
- 10. 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.
- 11. 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.
- 12. PEVS reserves the right to refuse service. This includes the right at PEVS sole discretion, to discontinue embryo attempts and/or to refuse to transfer an unsuitable embryo.
- 13. 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 embryo transfer foals. PEVS will exercise its best judgment in maintaining records and identification on each Donor Mare and recipient.
- 14. 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.
- 15. This contract is non-transferable.

PEVS Agent

- 16. PEVS makes no guarantees, warranties or representations as to the success or outcome of the embryo transfer procedures herein contemplated.
- 17. 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 Donor Mare is flushed. 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.

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): ______

Date

Release for Emergency Treatment

| another Hospital for emergency medical or surg Mare owner or the authorized emergency conta temporary agent on my behalf, to initiate such of authorize no more than \$ | egnant recipient(s) need to be treated at PEVS and/or transferred to gical treatment PEVS will make every attempt to contact the Donor ct. If contact attempts are unsuccessful, I authorize PEVS to act as eare and treatment and if applicable to initiate such transfer. I mare), \$ |
|--|---|
| Signature of Owner/Agent/Lessee | Performance Equine Vets, LLC 3827 Charleston Hwy Aiken, South Carolina 29801 |
| Print Name | 803.641.0644 803.641.0645 Fax |
| Address of Owner/Agent/Lessee | Signature of PEVS Authorized Representative |
| City, State Zip Code | Printed Name of PEVS Representative |
| Phone Number | |
| Alt Phone Number | |
| E-mail | |
| Social Security Number | |
| I authorize or do not authorize surgery for my reached. (Please circle one) | horse if it is needed in case of an emergency and I cannot be |
| Signature of Owner/Authorized Agent | |

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 con | nplete your records: | | |
|--|-----------------------------|-------------------|--------------------------------|
| Please print this information: | | | |
| Credit Card type: Master Card_ (A 3% processing fee will be added t | Visa to amex transactions.) | Amex | Discover |
| Credit Card Number: | | | |
| Expiration Date: | Security Code: | | |
| Name on the Credit Card: | | | |
| Billing Address on Credit Card: | | | Zip Code: |
| Phone number(s) to contact you when | credit card is charged: | | |
| I,days or more past due. | , authorize PEVS to bi | ill my credit car | d for any balances that are 30 |
| Signature | Date | ð: | |