2015 Contract for Oocyte Transfer

Fee Schedule

Pregnancy Fee: \$2500.00 Oocyte Harvest/Maturation/ICSI: \$2750.00 ICSI Embryo Produced: \$500.00 each Embryo Transfer Fee: \$250.00 Freezing Embryo: \$350.00 Embryo Biopsy: \$750.00 Postage Fee's \$TBD Donor Mare Board \$30.00/day Pregnant Recipient Board \$18.00/day



| 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 oocyte(s) from Donor Mare identified above and transfer them to a facility where oocyte(s) are cultured, matured and ICSI is performed. The resulting embryos will be shipped back to PEVS and transferred into the reproductive tract of a recipient mare(s) or alternatively the embryos may be frozen for later use.
- 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 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. Each oocyte recovery attempt is \$2750.00. Each ICSI produced embryo costs \$500.00, each transfer of that embryo is \$250.00
 - 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 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 embryo(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 of oocyte/ICSI produced 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. Significant health risks are possible following the advanced reproductive procedures performed on the donor mare which include but are not limited to rectal tearing, bleeding from major vessels following oocyte harvesting, ovarian infections, ovarian abscess, and peritonitis. These may result in the death of your mare or the removal of an ovary. All additional charges from the hospital due to the care of the mare following any of these complications are the sole responsibility of the owner. 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 does not provide insurance for the oocyte(s) or embryo(s) while in transport or in recipient mares. All insurance for the oocyte(s) and/or embryo(s) shall be the sole responsibility of the owner/agent. 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/ICSI 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 w Name: | | ame that can authorize veterinary medical or surgical treatment. hone Number(s): | | |
| PEVS Agent | Date | | | |

Release for Emergency Treatment

| a Referral Hospital for emergency medical or sur Donor Mare owner or the authorized emergency act as temporary agent on my behalf, to initiate authorize no more than \$ (Donor Recipient Mare) in charges and expenses incurre reasonable effort to save the life of the Donor M medical decisions based on the dollar cost I have financial information from the Referral Hospital | gnant recipient(s) need to be treated at PEVS and/or transferred to rgical treatment PEVS will make every attempt to contact the contact. If contact attempts are unsuccessful, I authorize PEVS to such care and treatment and if applicable to initiate such transfer. I Mare), \$ |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Sign stone of Oranga/A gont/I oggo | Performance Equine Vets, LLC |
| Signature of Owner/Agent/Lessee | 3827 Charleston Hwy Aiken, South Carolina 29801 |
| | 803.641.0644 |
| Print Name | 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 |
| 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: Sec | urity 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 automat | tically each month? Yes No |
| I,, au days or more past due. | thorize PEVS to bill my credit card for any balances that are 30 |
| Signature X | Date: |