

Southern Equine Services, PC

N. Scott Owen, DVM

Kristin Varga, DVM

Embryo Transfer Contract

This contract is made and entered into this _____ day of _____, 20____ by and between Southern Equine Services, PC (SES) and _____, Mare Owner or Lessee (Mare Owner). SES agrees to transfer embryos from the listed donor mare to the reproductive tract of a recipient mare. The contract sets forth all rights and responsibilities of the parties for the 20____ breeding season.

Donor Mare: _____ **Age:** _____ **Breed:** _____ **Value:** _____

Stallion: _____ **Age:** _____ **Breed:** _____

Contact person to order semen: _____ **Phone number:** _____

Semen collection schedule: _____

Mare owner agrees to the following:

1. Pay all fees in a timely fashion.
 - a. Embryo transfer fee of **\$3000 per embryo** due when recipient mare is confirmed 42 days in foal with a viable appearing pregnancy. This fee includes lease of the recipient mare until six months after recipient is due to foal.
 - b. \$10/day board for the pregnant recipient mare beginning at 45 days of pregnancy.
 - c. All fees associated with maintaining the Recipient Mare and embryo in good overall and reproductive health, including but not limited to regular hoof care/farrier work, semi-annual vaccinations if due, bi-monthly deworming, and any required veterinary services beginning at 45 days of pregnancy.
2. **Indicate here if embryo will be shipped into Southern Equine Services.** The breeding/flushing veterinarian **MUST** maintain timely communication with SES regarding the Donor Mare's breeding status and ovulation date(s). SES must be called the day the Donor Mare is bred as well as the day she ovulates. Mare Owner understands that failure of the flushing veterinarian to do this may result in unavailability of a recipient mare. Mare Owner understands that they are responsible for all charges related to the shipment of embryo(s), including but not limited to courier, air freight, and return of the shipping container. SES will not be held liable for non-delivery of any embryos due to weather conditions or otherwise that effect flight and/or courier transportation.
Name of breeding/flushing facility: _____ Phone: _____
3. **Indicate here if Donor Mare will be brought to SES for embryo transfer onsite.** All Mares shall be accompanied by a current (within 1 year) negative coggins test. Additionally, the following vaccinations shall have been administered a minimum of 30 days and a maximum of 180 days prior to arrival at SES: tetanus, influenza, west nile virus, rabies, eastern and western equine encephalomyelitis, and rhinopneumonitis. The following fees for management of the Donor Mare will apply:
 - a. A **\$1000** down payment is due per donor mare upon her arrival **to board** at SES. This down payment will be applied to **all** fees associated with the donor mare's stay and ET attempts at SES.
 - b. \$200 per ET flush (due at flush if mare is only shipping in to flush and was bred elsewhere).
 - c. \$300 per cycle breeding fee for mares bred by SES.
 - d. Board at: \$15 per day paddock board, OR \$17 per day stall board, OR \$19 per day for foaling/nursing mares to be assessed at the first of every month.

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- e. All fees associated with maintaining the Donor Mare in good overall and reproductive health, including but not limited to regular hoof care/farrier work, semi-annual vaccinations if due, bi-monthly deworming, and any required veterinary services.
 - f. Any charges associated with the resolution of uterine pathology so mare is able to be successfully bred and flushed.
 - g. Any and all other charges incurred in shipment of semen for breeding the Donor Mare.
4. All outstanding charges must be paid in full before removing the pregnant recipient mare and/or Donor Mare from SES. SES accepts Visa, MasterCard, American Express, and Discover as well as cash and personal checks. After 30 days from billing date, service charges of 3% per month will be assessed on the outstanding balance. Mare Owner agrees to pay all reasonable collection and attorney fees incurred by SES in attempting to collect any outstanding balance. Mare Owner grants and acknowledges all lien rights afforded to SES by Alabama State Law.
 5. Warrants and guarantees that as Mare Owner, the undersigned has full authority to enter into this contract and is the party responsible for all terms and conditions hereof, including prompt payment of all charges.

Southern Equine Services, PC makes the following provisions:

1. Mare Owner **MUST** return recipient(s) to SES no later than 6 months after foaling at Mare Owner's expense, unless Mare Owner has paid in full to SES a purchase fee of \$1000 per recipient mare.
2. Mare Owner will provide veterinary certification that the recipient mare is in good health and is current on all vaccinations (meaning all vaccinations shall have been administered a minimum of 30 days and a maximum of 180 days prior to return to SES. Vaccinations should include Tetanus, Influenza, West Nile Virus, Rabies, Eastern & Western Equine Encephalomyelitis, and Rhinopneumonitis.) and deworming. A negative coggins current within 12 months must accompany the recipient mare upon her return to SES.
3. Mare Owner has the sole responsibility for complying with all breed registry rules and regulations and ensuring that the relevant paperwork is completed in timely fashion. SES has no responsibility in this regard.
4. Mare Owner is responsible for parentage verification on embryo transfer foals. SES will exercise its best judgment in maintaining records and identification on each Donor and Recipient Mare.
5. SES reserves the right to refuse service. This includes the right to discontinue embryo transfer attempts or refuse to transfer an unsuitable embryo.
6. SES shall not be liable for any sickness, disease, theft, death, or injury which may be suffered by the Mare and/or Foal, or any other cause of action whatsoever arising out of or connected in any way with the breeding or boarding of the Mare and/or foal. Mare Owner fully understands that SES does not carry any outside horses in its possession, custody or control for breeding and boarding or any public liability, accidental injury, theft, or equine mortality insurance, and that all risks connected with the breeding and boarding of the Mare and/or foal are to be borne by the Mare Owner. Mare Owner agrees to disclose this entire agreement to the Mare Owner's insurance company and provide SES with the Insurance Company's name, address, phone/fax #, and policy number. Failure to disclose insurance information shall be at the Mare Owner's risk.
7. In the event of colic or life threatening illness of the Donor Mare/foal/pregnant recipient mare, all reasonable means available will be utilized to save Mare and/or pregnancy unless otherwise specifically instructed by Mare Owner, including transport to a surgical facility and subsequent surgery if recommended by the veterinarian. The SES veterinarian on staff will attempt to reach Mare Owner at the following **EMERGENCY CONTACT NUMBER:** _____ a reasonable number of times. Unless Mare Owner specifically supplies a written waiver/exclusion of specific veterinary care with this signed contract, Mare Owner shall pay all costs in connection therewith.

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8. Mare Owner agrees to hold harmless and release SES and their respective agents, employees, representatives, assigns, affiliated persons, and/or others acting on their behalf from liability for ordinary negligence related to any and all injuries, damages, personal property damages or losses that Mare Owner may sustain arising out of being on the premises of SES, unless injury, damage, or loss was intentional or in reckless disregard for safety in an inconvenient forum.
9. No refunds shall be given.
10. This contract is entered into in the State of Alabama and will be interpreted and enforced under the laws of that state. If any clause in this contract is against Alabama State Law, then that clause shall be null and void.
11. I agree to be responsible for the safety and supervision of any person(s), animal(s), and/or property working around, using, or housing said recipient mare, acting in the capacity of agent for such person(s) during the term of this Lease Agreement, and Southern Equine Services, PC shall not be held liable for any claims which may be brought to any person or persons for the use of said recipient mare. I agree that I shall hold Southern Equine Services, PC harmless and shall indemnify Southern Equine Services, PC against such claims, if any. I agree to adhere to the provisions of Alabama State Law regarding the liability risk inherent to equine activities.

Approved by:

Signature of Donor Mare Owner or Designated Agent of Donor Mare:

Date:

Printed Name: _____

Donor Mare Owner's Billing Address: _____

Home Phone: _____ Cell Phone: _____

Fax: _____ Email: _____

Please circle preferred contact method:

Home Phone

Cell phone call

Text Message

Email