

Phillips Equine Clinic, P.C.

2010 Embryo Transfer Contract

This contract is made on _____, 200__, by and between Phillips Equine Clinic, P.C., a Missouri Professional Corporation, hereinafter called Phillips Equine, and _____, hereinafter called "Owner", both of whom are hereinafter called the "Parties".

Phillips Equine is in the business of equine embryo transfer.

Owner desires to enter a contract with Phillips Equine for such services.

Therefore, the Parties agree to the following:

1. Owner shall deliver its mare, the "Donor Mare", named _____, to Phillips Equine in Fair Grove, Missouri. Upon delivery, Phillips Equine shall initiate the process of embryo production and recovery. Phillips Equine shall attempt to flush the embryo(s) from the Donor Mare, evaluate the embryo(s), and if apparently healthy, insert the embryo(s) into the uterus of suitable "Recipient Mares", prepared and owned by Phillips Equine.
2. Upon the signing of this contract, Owner shall pay to Phillips Equine a \$1,250.00 non-refundable (under any circumstances) annual enrollment fee. Said fee shall be considered payment for ONLY the following services: palpation, ultrasound examination, artificial insemination (not including stallion fees and semen transport fees), and embryo flushes, evaluation, and transfer performed between February 1, and December 1, 2009. Owner will be charged standard veterinary fees for uterine treatment and GNRH or super-ovulation injections if they are deemed necessary based on the separate judgment of Phillips Equine. Use of frozen semen will be charged \$100 per cycle. In addition owner agrees to pay veterinary fees deemed necessary for proper breeding and health management. This nomination fee is not transferable to another "Donor Mare" nor is the nomination fee for this "Donor Mare" transferable to another owner.
3. Upon each Recipient Mare reaching 30 days of gestation with a viable pregnancy, Owner shall pay to Phillips Equine \$2,500.00. Phillips Equine shall start charging the owner for boarding fees for the Recipient Mare after she reaches 30 days gestation at the rate of \$10.00 per day. The owner may, and is encouraged to, transport the Recipient Mare any time after she reaches 30 days of gestation. Board for recipient mares after 60 days of gestation will be charged at the rate of \$14.00 per day and after 90 days of gestation board will be \$20.00 per day.
4. Owner shall return each Recipient Mare to Phillips Equine in good health within 6 months following foaling. However, if Owner shall fail to so-return the Recipient Mare, Owner agrees to pay Phillips Equine \$1,350.00 for the transfer of ownership of said Recipient Mare.
5. It is expected that each Recipient Mare will deliver a live foal (defined for this purpose as able to stand and nurse within 24 hours after birth). If, after 30 days gestation, a Recipient Mare loses the pregnancy, the owner will receive a \$2,000.00 credit towards future services. The Recipient Mare must be returned and a letter from the examining veterinarian stating findings at the time of loss must be presented for the credit to be issued. No credit will be issued if the loss is due to inherited genetic defect such as lethal white syndrome or if prescribed health care and vaccination program has not been followed.

6. If Phillips Equine is in possession of Donor Mare, Owner shall pay as billed by Phillips Equine as follows:
 - a. For pasture boarding, \$10.00 per day
 - b. For stall boarding, \$15.00 per day
 - c. For mare and foal stall boarding \$16.50 per day

All boarding arrangements are on a first-come, first-serve basis. Paddock boarding may only be available from March 15th through September 15th, depending upon weather. If Owner has not transported Donor Mare from Phillips Equine within 30 days of cessation of reproductive procedures, the above board rates will be doubled from that time forward.

7. Phillips Equine recommends to Owner that Owner insure Donor Mare, Recipient Mare and the embryo against all losses and risks of every kind, nature and description. Owner shall indemnify and hold Phillips Equine harmless with respect to said losses and risks. The parties agree and understand that during the period that Phillips Equine is in possession of the Donor Mare, good practice and health considerations may require medical or farrier treatment for unforeseen or emergency conditions. Therefore, during the term of this agreement, owner hereby grants to Phillips Equine the right and authority, based upon its separate judgment, to have the Donor Mare treated or shod at any time. Owner shall pay/reimburse Phillips Equine for the cost thereof. Owner also agrees to be financially responsible for veterinary expenses of the Recipient Mare after 30 days of gestation.
8. All notices required by this Contract shall be given as follows: if to Phillips Equine, then, Phillips Equine Clinic, P.C., 5227 E Farm Rd 2, Fair Grove, MO 65648; if to Owner, then the address shown at Owner's signature.
9. Owner understands and agrees that Phillips Equine is not responsible for the expense of stallion fees, transporting semen, or semen containers. Further, Owner understands and agrees that Phillips Equine is not responsible for registration or blood-typing of the resultant foal.
10. Owner understands and agrees that many factors impact upon successful embryo recovery and/or implantation and that although Phillips Equine shall use its best efforts to perform the services required by this Contract, Phillips Equine does not guarantee success of the procedures. If Phillips Equine is unable to either recover and/or if the transfer does not result in pregnancy, Owner's damages shall be limited to Phillips Equine's continuing obligation to complete the same subject to the following limitations (all at the Owner's sole expense and risk):

If Phillips Equine is unable to recover an embryo from the Donor Mare, Phillips Equine or Owner shall have the right to declare this contract is terminated. In such an event, Owner shall (a) pay to Phillips Equine all sums due under this contract and (b) arrange for the transportation of Donor Mare (at Owner's sole expense and risk) to Owner. As further limitation, if any recovery or transfer of an embryo be unsuccessful, Phillips Equine's continuing obligation to complete the same shall terminate at the end of the calendar year. Thereafter this Contract shall be deemed terminated and the Parties shall have no further obligations to one another.

