



2020 Contract for Embryo Transfer

This contract made on _____, 20____, by and between Bronson Veterinary Services, P.C., hereinafter called "BVS", and _____, hereinafter called "Owner", both of whom are hereafter called the "Parties".

BVS is in the business of equine reproduction and equine embryo transfer services. Owner desires to enter a contract with BVS for such services. Therefore, both Parties agree as follows:

1. Upon delivery of Owner's mare to either BVS or BSB Quarter Horses in Sturgis, MI, BVS will initiate the process of embryo production and recovery. BVS will flush the embryos from the Donor Mare, evaluate, and if healthy and upon discretion of BVS staff, insert the embryos into the uterus of suitable "Recipient Mares", prepared and owned by BVS.
2. Upon the signing of this contract, Owner shall pay to BVS a **non-refundable/non-transferable annual enrollment fee of \$1250.00**. This fee is used to maintain and monitor suitable recipient mares, and covers routine breeding management, nonsurgical embryo collection and transfer of recovered embryo from the Donor Mare for **the first estrous cycle during the current year (February 1-December 31st)**.
3. Owner agrees to pay BVS **\$500 per estrous cycle/flush attempt beyond the first attempt** explained above.
4. Owner agrees to pay BVS an **additional \$150 per estrous cycle if frozen semen** is used for breeding the Donor Mare.
5. Owner will be charged standard veterinary fees for uterine treatment and any non-routine therapy deemed necessary for proper breeding management of Donor Mare. This includes but is not limited to, uterine culture/biopsy, uterine lavage, intrauterine antibiotic treatments, caslick's procedure, etc.
6. Owner agrees to allow and pay for Donor Mare to be treated for any non-reproduction related conditions that she may develop during her stay at BVS or any routine vaccinations/deworming, farrier work, etc. that she may require.
7. Owner agrees to pay BVS the following board rates for the Donor Mare:
 - a. \$20/day for dry mares (general mare care for open mares and pregnant mares in the first ten months of pregnancy, may be turned out with other mares)
 - b. \$25/day for mares with foals
 - c. \$30/day for mare care with special needs
8. Owner agrees to pay BVS all charges associated with shipment of semen for breeding Donor Mare, including any additional fees required for expedited airline shipping charges, courier fees, and return freight charges of semen container.
9. Upon each Recipient Mare reaching 30 days of gestation with a viable pregnancy from Donor Mare, Owner shall pay a pregnancy fee/recipient mare lease fee of \$3500, \$3850 if recipient mare is a draft or draft cross mare. BVS shall start charging boarding fees for the pregnant Recipient Mare after she reaches 30 days gestation at the rate of \$14.00 per day. The owner may transport

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the Recipient Mare any time after she reaches 30 days of gestation. BVS requests a **minimum of 3 business days' notice when picking up Recipient Mare** for processing.

10. Owner agrees to be financially responsible for veterinary expenses and farrier work of the Recipient Mare after 30 days of gestation.
11. Owner shall return each Recipient Mare to BVS in good health within 6 months following foaling or by December 1st of the foaling year. If Owner is unable to so-return the Recipient Mare due to the death of the mare, Owner agrees to pay BVS \$1500 (\$2500 if Recipient Mare is a draft or a draft cross mare), and to supply BVS with a letter from the examining veterinarian stating findings at the time of death of the Recipient Mare. If owner fails to return the Recipient Mare for any other reason Owner agrees to pay BVS \$2000 (\$3000 if the Recipient Mare is a draft or a draft cross mare).
12. It is guaranteed that each Recipient Mare will deliver a live foal (defined as able to stand and nurse within 24 hours after birth). If, after 30 days gestation, a Recipient Mare loses the pregnancy, or the Recipient Mare does not produce a foal that stands and nurses, the Owner will receive \$2000 credit towards future services. The guarantee is subject to the following stipulations:
 - a. The recipient mare must be returned with a veterinary certification that a live foal (standing and nursing) was not obtained within 30 days of the pregnancy loss.
 - b. If the Recipient Mare was discharged on Regumate or some form of progesterone supplementation, the letter must show proof that the mare was still receiving this supplement or include lab analysis of serum progesterone of Recipient Mare being above 4 ng/ml.
 - c. If the Recipient Mare's failure to carry to term was due to an Act of God, or sub-quality management practices and/or negligence on the part of the Donor Mare Owner/Lessee et al, this credit provision becomes null and void.
 - d. No credit will be issued if loss is due to an inherited genetic defect such as lethal white syndrome.
 - e. **Failure to attend foaling voids guarantee.**
13. Owner agrees to place a **valid credit card** on file with BVS for payment of fees in this contract.
14. Owner understands and agrees that many factors influence a successful embryo recovery and/or implantation and that although BVS shall use their best efforts to perform the services required by this Contract, BVS does not guarantee success of the procedures. If BVS is unable to recover an embryo or if transfer does not result in a pregnancy, Owner or BVS shall have the right to declare this Contract terminated. In such circumstances, Owner shall pay to BVS all fees due under this contract and arrange for transportation of Donor Mare to Owner (at Owner's sole expense and risk).
15. BVS reserves the right to refuse or suspend services at any time when the Owner's account is past due.
16. Owner agrees that prior to transporting of the Recipient Mare and/or Donor Mare from BVS (or BSB QH if applicable), all charges for services rendered in this Contract shall be paid in full. Furthermore, BVS shall have a possessory lien on the Donor Mare as well as the Recipient Mare and the fetus if there is a remaining unpaid balance.

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17. Three business day notice must be provided to BVS by Owner prior to discharge of Donor or Recipient Mare to allow for processing of mares and paper work. Owner must pay for and arrange for transportation of Donor and Recipient Mare. All risk of loss shall be borne by Owner. Pick-up and delivery must be arranged according to regular business hours of BVS. Owner agrees to pay BVS \$75 for each delivery or pick up not during regular business hours.
18. All notices required by this Contract shall be given as follows:
 - a. BVS: Bronson Veterinary Services, P.C. 452 W. Central Rd., Coldwater, MI 49036
 - b. Owner: Owner's address shown at Owner's signature.
19. For all purposes, this Contract shall be deemed to be negotiated, made and signed in Branch County, Michigan and the laws of Michigan shall apply. Any litigation regarding this Contract shall occur in Branch County, Michigan.
20. This Contract shall be binding upon the Parties and their respective heirs, personal representatives, successors, and assigns.

As Evidence of this Contract, the Parties have signed and dated this Contract as indicated below.

Owner's Signature **Date:** _____

Authorized Representative of BVS **Date:** _____