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 implantation services. Owner desires to enter a contract with BVS for such services. Therefore, both Parties agree as follows:

1. Upon delivery of Owner’s embryo (fresh or frozen) to BVS we will initiate the process. BVS will thaw, if necessary, 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 (under no circumstances) annual enrollment fee of $1,300.00**. This fee is used to maintain and monitor suitable recipient mares, and covers routine breeding management of the Donor Mare, should she stay at BVS from the period of January 1st - December 31st 2024. This fee does not cover trans-vaginal aspiration fees to obtain oocytes and any shipping fees to or from the ICSI lab of your choice.
3. Owner agrees to pay **$400** for each embryo transfer performed during the contracted period.
4. 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.
5. Owner agrees to pay BVS the following board rates should the Donor Mare stay at BVS during the process of recovering oocytes:
   1. $45/day for dry mares (general mare care for open mares, may be turned out with 1-2 other mares during the day)
   2. $50/day for mare care with special needs or stall rest
6. Owner agrees to allow and pay for Recipient Mare to be treated for any non-reproduction related conditions that she may develop after 30 days pregnant at BVS or any routine vaccinations/deworming, farrier work, caslick placement, etc. that she may require.
7. Owner agrees to pay BVS all charges associated with shipment of embryo, including any additional fees required for expedited airline shipping charges, courier fees, and return freight charges of shipment container.
8. 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 $4300. Board for the recipient mare starting at 30 days is $21 per day, from 60-90 days $23 per day, and after 90 days of gestation $25 per day. The owner may transport 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.
9. Owner agrees to be financially responsible for veterinary expenses and farrier work of the Recipient Mare after 30 days of gestation.
10. Owner shall return each Recipient Mare to BVS in good health within 6 months following foaling or by November 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 $2000 ($3250 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 $5,000.00 ($6,500.00 if the Recipient Mare is a draft or draft cross mare).
11. 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:
    1. 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.
    2. 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.
    3. 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.
    4. No credit will be issued if loss is due to an inherited genetic defect such as lethal white syndrome.
    5. **Failure to attend foaling voids guarantee.**
12. BVS recommends to Owner that Owner insures Donor Mare, Recipient Mare, and the embryo against all losses and risk of any nature. BVS is not responsible with respect to said losses and risks. Both parties agree that during the period that BVS is in possession of 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 BVS the right and authority to have the Donor Mare treated or shod at any time. Owner shall pay/reimburse for veterinary and farrier expenses of the Recipient Mare after 30 days of gestation.
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 successful oocyte recovery and shipment, embryo development, and 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 viable oocytes for any reason 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. Owner understands and agrees that BVS is not liable for any shipment delays or cancellations that result in death to oocytes or embryos.
16. BVS reserves the right to refuse or suspend services at any time when the Owner’s account is past due.
17. Owner agrees that prior to transporting of the Recipient Mare and/or Donor Mare from BVS 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.
18. 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.
19. All notices required by this Contract shall be given as follows:
    1. BVS: Bronson Veterinary Services, P.C. 452 W. Central Rd., Coldwater, MI 49036
    2. Owner: Owner’s address shown at Owner’s signature.
20. 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.
21. 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.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_ **Date**:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Owner’s Signature**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date**:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Authorized Representative of BVS**

Owner’s Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Telephone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mare Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Breed\_\_\_\_\_\_\_\_\_\_\_\_Mare Age\_\_\_\_\_

Mare Height/Weight\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Stallion name and contact #1\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Stallion name and contact #2\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

M/C, Visa, Discover, AMEX#\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Exp.date\_\_\_\_\_\_\_ CVV#\_\_\_\_\_\_

Do you prefer we run your card monthly [] or call first []

Name on credit card\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Credit card billing address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Preferred method of invoicing: email [] mail []

Name, address, and telephone # of primary contact for embryo transfer coordination and decision

making

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E-mail:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Preferred method of contact: E-mail [] Phone []