

CONTRACT FOR EMBRYO TRANSFER

EQUITRANSFER, INC., hereinafter Dr. Dávila agrees to transfer embryos from the donor mare listed below. Furthermore, the embryos considered suitable by Dr. Dávila will be transferred to the reproductive tract of recipient mare.

Name of Mare	Breed	Age	Registration #
Last Name	First Name	Middle Initial	Mr./Mrs./Dr.

By entering into this Contract the Owner agrees to the following:

- To pay Equitransfer, Inc., a \$750.00 entry fee at the signing of this Contract for the 2004 breeding season. This non-refundable fee covers the cost of purchasing and maintaining suitable recipient mares, embryo collection flushes and transfer of recovered embryos from the donor mare during three estrous cycles. Dr. Dávila will also handle the administrative portion of ordering and receiving semen or booking the mare for local appointment breeding. After three estrous cycles the client will be charged \$250.00 for embryo collection flushes and non-surgical transfers even if no embryos are recovered. Mares entered into this Contract may be boarded with Dr. Dávila or off-site.
 - Mares boarded with Dr. Dávila will be charged a board rate of \$300.00 per month for dry mares and \$350.00 per month for mares with foals by their side. This Contract provides routine breeding management procedures during these three estrous cycles for mares boarded with Dr. Dávila. (Routine breeding management procedures consist of a daily speculum exam, transrectal palpation and ultrasonography as needed.) The Owner agrees to pay all other veterinary fees which may be necessary in the breeding management of the donor mare (including hormonal medications).
 - Mares boarded off-site and managed by their attending veterinarian will be flushed at Dr. Dávila on an outpatient basis. Good communication between the farm (and/or attending veterinarian) and Dr. Dávila is crucial to success.
- To lease all recipient mares that received an embryo from the said donor mare and are diagnosed pregnant at 15 days of gestation. The lease price per pregnant recipient will be \$1625.00 when confirmed pregnant at 15 days and \$1625.00 when confirmed pregnant at 30 days. Dr. Dávila will provide a live foal guarantee.
- If Owner provide recipient mares that received an embryo from the said donor mare and are diagnosed pregnant at 15 days of gestation. The price per pregnant recipient will be \$1,125.00 when confirmed pregnant at 15 days and \$1,125.00 when confirmed pregnant at 30 days. Dr. Dávila will provide a live foal guarantee.
- To pay boarding fees and all fees associated with routine care of the recipient mare after she is diagnosed as pregnant at 15 days post-ovulation. These fees will also include an ultrasound exam at 30 days of pregnancy and subsequent palpation exams as deemed necessary if the mare is boarded at Dr. Dávila. In addition, the Owner agrees to pay all veterinary fees associated with preparing pregnant recipient mares for departure (i.e. Coggins and Health Certificate).
- Dr. Dávila agrees to provide recipient mares, and assume any veterinary costs associated with their maintenance and preparation for embryo transfer up to 15 days of pregnancy. Dr. Dávila will retain ownership of the recipient mare.

6. After the foal is weaned, the Owner of the donor mare must return the recipient mare to Dr. Dávila in good health. Should the recipient mare die or become unfit for use as a recipient mare while under the care of the donor mare's Owner, a fee of \$1000.00 will be payable to Dr. Dávila.
7. The Owner agrees to pay all charges incurred in shipment of semen to Dr. Dávila. The Owner also agrees to pay the return freight charges on the containers.
8. The parties understand and agree that during the period Dr. Dávila is in possession of the donor mare, good equine practices may suggest and/or require the donor mare be shod. Therefore, during the term of this Contract, the Owner hereby grants Dr. Dávila the right and authority, based upon its separate judgement, to have the donor mare shod at any time by a farrier selected by Dr. Dávila. The Owner shall pay/reimburse Dr. Dávila for the cost thereof. The Owner hereby releases and shall indemnify and hold Dr. Dávila harmless from any claim for death or injury to the donor mare arising out of any undertaking by Dr. Dávila under the terms of this provision.
9. The Owner will be billed monthly for any incidental charges as they are incurred. The Owner agrees to pay all charges in full before removing the pregnant recipient(s) or donor mare from Dr. Dávila. At least 2 days notice must be given prior to departure of the donor and/or pregnant recipient mares to allow for preparation of required paper work. The Owner is required to make shipping arrangements for all mares.
10. Dr. Dávila reserves the right to discontinue embryo transfer service at its discretion.
11. Owner is responsible to contact appropriate breed association in regards to registry of the expected foal and make any appropriate arrangements that may be necessary. The Owner is responsible for making all appropriate arrangements with the stallion owner as to live foal guarantee and re-breeds as well as appropriate stallion contract conditions.
12. All accounts are payable within thirty days of billing date. After 30 days from billing date, interest of 3% per month on the outstanding balance will be assessed and your outstanding balance will be charged automatically to your credit card. Dr. Dávila reserves the right to refuse service when the Owner's account is past due. The Owner/lessee agrees to pay all reasonable attorney fees incurred by Dr. Dávila in attempting to collect any outstanding balances.
13. The following information is extremely important. (Please type or print)
 - (a) How many embryo transfer pregnancies do you want from this donor mare _____.
 - (b) Name, address, and phone number of primary contact for embryo (transfer coordination) _____

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 - (c) Name, address, and phone number of veterinarian providing embryo recovery and embryo shipping.

 _____.
 - (d) Name, address, and phone number of person managing stallion or stallions to be used with donor mare

 _____.
14. Owner acknowledges that an embryo transfer is a medical event which has consequent risks to the mare and the embryo. Owner hereby releases and discharges Dr. Dávila from any loss, damage, suits, actions, claims, debts or actions that Owner may have as a result of any loss, damage or injury to the mare of the embryo as a

result of this procedure including, but not limited to, any injuries caused by disease, infection, failure of the procedure, care and maintenance of the animal, transportation of the animal or any other matters regularly or customarily incident to a procedure of this nature.

15. Dr. Dávila makes no guarantees, warranties or representations as to the success or outcome of the embryo transfer procedures herein contemplated.

16. This contract is entered into in Marion County, Florida, governed by the laws of the state of Florida and venue for any action arising out of this contract will be in the appropriate state courts of Marion County, Florida.

17. To the extent that this Contract is executed by an agent of the owner, the agent warrants and represents that the agent has full right, title and authority to enter into this Contract on behalf of the Owner and does enter into this contract on behalf of the Owner but the agent does assume and agree to be independently liable for any debts, liens, claims or encumbrances which Dávila may have against the Owner arising out of this Contract.

Signature of Owner and donor mare, or Agent

Date

Billing address: _____

Phone : _____

Social Security # for billing purposes: _____

Visa/Mastercard #: _____ Exp. Date: _____

EQUITRANSFER, INC.

Date