

NOBLE EQUINE VETERINARY SERVICES, PLLC
Embryo Transfer Contract 2017

This Contract made on _____, 2017, by and between
NOBLE EQUINE VETERINARY SERVICES, PLLC, hereinafter called "**NEVS**",
And _____ hereinafter called "**Owner**", both of whom are
hereinafter called the "**Parties**".

Recitals:

NEVS is in the business of equine embryo transfer.

Owner desires to enter a contract with **NEVS** for such services.

Therefore, the Parties agree as follows:

1. During the calendar year 2017, Owner will attempt to have an embryo(s) recovered from its Mare, the "Donor Mare", named _____, and shipped to **NEVS**, or flushed at **NEVS**.

NEVS shall insert the embryo(s) into the uterus of suitable "Recipient Mare(s)".

2. Upon the signing of this Contract, Owner shall pay to **NEVS** a one thousand dollar

(\$1,000.00) non-refundable (under any circumstances) RECIPIENT MARE

BOOKING FEE that secures a recipient mare for the DONOR mare whose name appears

above. In the case of multiple recipient mares needed, one Booking Fee per recipient will be charged. **NEVS must have a completed, signed contract along with the Recipient MareBOOKING FEE before the donor mare is flushed.** The Booking Fee may be carried-over for one year if no pregnancy is achieved during the year it was paid.

3. **Recipient Pregnancy Fees for each recipient mare is two thousand eight hundred seventy five dollars (\$2875.00).**

Upon each Recipient Mare reaching 26 days of gestation with a viable pregnancy, **NEVS** shall start charging boarding fees for the Recipient Mare(s) at the rate of \$17.00 per day. Board of \$323.00 (19 days) from transfer(Day 7) to 26-day pregnancy and heartbeat will be charged, retroactively, AFTER the 26 day pregnancy check.

4. **Recipient Mare Purchase Price is one thousand dollars (\$1,000.00).**

The Owner AGREES to purchase Recipient Mare(s) when she is confirmed pregnant at 26 days. However, if it is expected that the recipient will be returned to **NEVS** after weaning the ET foal, a **LEASE FEE of \$25.00** shall be the only charge prior to discharge. The Recipient Mare becomes the property and responsibility of the Owner beginning the day of successful transfer. The Owner must return the Recipient Mare(s) in **good health and body condition to NEVS(Purcell, OK) by OCTOBER 1** of her foaling year (or 30 days from weaning, whichever is later). The Owner is responsible for transportation costs. **If for ANY REASON the recipient is not returned, the Owner will be assessed the Purchase Price of \$1000.00**

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 a Recipient Mare loses the pregnancy**, the mare must be returned, and a Rebreed for next season will be honored by **NEVS**, provided all charges have been paid in full. A letter from the examining veterinarian stating findings at the time of loss must be presented for a Rebreed to be issued. No Rebreed will be issued if the loss is due to an inherited genetic defect such as lethal white syndrome.

6. **NEVS** recommends that the Owner insure the Recipient Mare(s) and the embryo(s) against all losses and risks of any kind, nature and description. Owner shall indemnify and hold **NEVS** harmless with respect to said losses and risks.

7. All notices required by this Contract shall be given as follows: if to

NOBLE EQUINE VETERINARY SERVICES, PLLC

4220 Ridgeline Circle

Norman, OK 73072-8606

FAX 405-310-3712 or email nobledvm@gmail.com ;

if to Owner, then the address shown at Owner's signature

8. Owner understands and agrees that **NEVS** is not responsible for the expense of transporting embryos or containers. Further Owner understands and agrees that **NEVS** is not responsible for registration of resulting foal(s).

9. Owner understands and agrees that many factors impact successful embryo recovery and/or implantation, and that although NEVS shall use its best efforts to perform the services required by this Contract, NEVS does not guarantee success of the procedures. If by NOVEMBER 1, of the designated breeding year Owner is unable to recover an embryo from the Donor Mare or a pregnancy fails to result from transfer of an embryo into a Recipient Mare, NEVS or Owner shall have the right to declare this Contract terminated. In such an event, Owner shall pay to NEVS ALL SUMS DUE UNDER THIS CONTRACT. Thereafter the Parties shall have no further obligations to one another.

10. It is specifically understood and agreed between the Parties that prior to the transporting of the Recipient Mare(s) from NEVS, **all charges** for services rendered in the Contract shall be **paid in full**. Further, by filing this Contract along with a detailed itemization of the unpaid charges owed to NEVS by Owner, NEVS shall have a possessory lien on the Recipient Mare(s) and the fetus(s).

11. With regard to the transportation of the Recipient Mare(s), all risk of loss shall be borne by Owner and all transportation expenses shall be paid by Owner.

12. For all purposes, this Contract shall be deemed to be negotiated, made and signed in McClain County, Oklahoma and the laws of Oklahoma shall control. At NEVS election, ANY LITIGATION regarding the Contract shall occur in MCCLAIN COUNTY, OKLAHOMA.

13. This contract is the final and complete agreement of the Parties and there are no other terms of the Parties in agreement other than those contained in this document. 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.

| | |
|-------------------|-----------------------------------|
| _____ | JOE K. NOBLE DVM, MS |
| Owner's Signature | Authorized Representative of NEVS |
| Dated: _____ | Dated: _____ |

Owner's Address _____

Owner's Telephone _____ * Email _____

Credit Card (REQUIRED) _____ Exp. Date _____
V Code: _____ (This is the 3-digit number located on the back of your credit card after the credit card number). ****By your signature, outstanding balances are authorized to this card.

Billing address if different from above: _____

Mare Name _____ Registration # _____

Breed _____ Age _____ Height _____