



Elwood Equine Reproduction
7912 North Hwy 13
Elwood, Utah
84337
8015987048
krystalh@elwoodequine.com

Embryo Transfer Contract 2024

Elwood Equine, hereinafter (EE), agrees to perform embryo collection procedures and embryo implantation for the donor mare listed below given the following terms:

Owner: Phone: _____

Owner's Address: _____

Recipient Mare's Address: _____

Email: _____

Donor Mare Registered Name/ Barn Name: _____

Embryo Sire/Contact Information: _____

EE Lease Mare: _____

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

- 1. RECIPIENT MARE LEASE: Mare owner is required to pay a non-refundable \$950.00** to reserve one recipient mare. If additional embryo transfers are desired, it is recommended to reserve one mare for each anticipated embryo. When the recipient mare is checked in foal at day 28 of gestation an additional \$950.00 is required to complete the lease of the recipient mare from day 28 of gestation until the foal has been weaned. At which time, it is required that the recipient mare is returned to EE.
- 2. RECIPIENT MARE CARE:** Recipient mare lessee shall permit inspection by EE at any time and agree to follow strictly all instructions of EE with respect to the feeding, care, and handling of Recipient Mare. Recipient Mare shall be kept at the address listed above. Should Recipient Mare be removed from that address for any purpose other than veterinary care, Owner shall notify EE in writing at least five (5) days prior to such removal. EE requires that all recipient mares be maintained and returned in good physical condition. Photos will be taken upon departure to document body condition. EE reserves the right to repossess the recipient mare from the lessee if the recipient mare at any time is in an unacceptable body condition. Lessee agrees to pay a board fee of \$12.00 a day to EE for care of a recipient mare for the remaining period of gestation, delivery, and weaning of the foal. Furthermore, lessee forfeits all rights to said foal if account balance is not paid in full prior to weaning of the foal; the born foal will be property of EE.

a. This recipient mare is the property of the EE, and the donor mare owner/agent is merely



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leasing the mare for her surrogate services. Therefore, it is unlawful for anyone other than EE to sell this mare. If the donor mare owner/agent opts to sell his/her embryo while in utero, or offspring on the side of this recipient mare, they must notify EE of her location. If the mare is not returned, a balance of \$1900 will be owed to EE.

b. If a recipient mare dies while with the lessee, a fee of \$1900.00 will be owed to EE.

3. EMBRYO COLLECTION SERVICES: The embryo will be flushed, cleared of debris, graded and prepared for use. These charges will be charged on an individual mare basis. A summary of the charges can be found attached to the contract.

4. EMBRYO IMPLANTATION: Included in service: (a) Embryo implantation; (b) All medications and treatments necessary for the recipient mare, including but not limited to, injectable/oral progestins, antibiotics and anti-inflammatories until 28 days of gestation; (c) Recipient board from day 7-28 days of gestation.

a. If EE provides embryo implantation services for owner provided recipient mares, the owner will be responsible for all charges incurred for estrus synchronization, including but not limited to; rectal palpations ultrasounds, prostaglandins, ovulatory agents, progestins, uterine cultures, intrauterine treatments, and antibiotics. The owner of the donor mare will then be responsible and charged for embryo implantation, owner recipient mare medication, and owner recipient mare board for all days present at EE.

b. The donor mare's owner will be responsible for board and medication charges associated with the pregnant recipient mare after 28 days of gestation until departure.

c. **All account balances are to be paid before the recipient mare departs EE.** Unpaid account balances will be considered delinquent after 30 days, and an interest rate of 1.5% per month will be applied to the account, and all further services can be terminated at the discretion of EE until the account is settled. If collection proceedings are commenced Owner agrees to pay all incurred costs by EE, including attorney's fees.

5. EMBRYO SHIPMENT: Shipment of the donor mare embryo is subject to charges associated with breeding, flushing and shipment of the embryo. A \$500 fee will be charged for same day shipment of embryos. **All account balances must be paid in full before the embryo has been shipped. NO exceptions.**

a. Elwood Equine shall not be held liable for contamination of embryos during and after shipment, loss of viability, or any costs arising from shipments delayed, damaged, or lost in transit.

6. RELEASE, HOLD HARMLESS, COVENANT NOT TO SUE: Owner specifically acknowledge that participation by yourself, your personnel, Donor Mare and/or Foal in any capacity, in any activity at the EE breeding facility, subjects you and them to substantial and serious risk of damage, injury, sickness or death. You hereby assume all such hazards and risks and hereby release, hold harmless from and hereby covenant not to sue EE, its respective officers, directors, shareholders, employees, agents, representatives, other contract personnel, successors and assigns (the "Released Parties") regarding any and all claims, demands and liabilities which you or they may have, now or in the future, known or unknown, which may arise or result from or are in any way connected with your or their participation in breeding activities. Owner also agrees to protect, indemnify, defend and hold harmless EE and its Lessor(s) of the mare(s), from and against any liabilities, expenses, claims, attorney fees, and damages of



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any kind including those arising out of or attributed, directly or indirectly, to or resulting from any and all negligent acts or omissions of the donor mare owner, or of any person while the mare(s) are under the donor mare owner's possession or control regardless of the location of the incident. This provision survives after the completion of this contracted work.

7. NO WARRANTY: EE makes no guarantees, warranties, or representation as to the success or outcome of the embryo transfer procedures herein contemplated. EE strongly recommends insuring embryos after your mare is confirmed in foal.

8. MODIFICATIONS: Any modification, or assignment, of this Breeding Agreement shall be binding only if placed in writing and signed by each party or a duly authorized representative of each party.

9. AUTHORITY OF SIGNOR: The person signing this Contract represents and warrants that he/she is the Owner of the Donor Mare, or if not the owner, then has actual authority to act as Owner's agent for purposes of entering this Contract, and to make any and all decisions regarding the animal and its veterinary care. All references in this Contract to the Donor Mare Owner, or Owner, shall be deemed binding upon the person signing this contract.

10. CHOICE OF LAW: This Breeding Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties. This Breeding Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Utah, and venue of all disputes arising from this Breeding Agreement shall be Box Elder County, Utah. Each party to this Transfer Contract has fully read it, fully understands it and consents to abide by its terms.

11. NOTICE: Owner agrees the address and contact information provided acts as the mechanism for legal notice.

12. SEVERABILITY CLAUSE: In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

13. WAIVER: No waiver of any right under this Agreement will be effective unless there is a knowing, voluntary relinquishment of a known right in writing and signed by the party making the waiver. No delay in acting regarding any breach will be construed as a waiver of the breach.



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2024 Breeding Price List

This price list is intended to provide our clients with an estimate of costs associated with the breeding of their mares. These prices are subject to change and this list may not contain every cost associated with each breeding cycle.

Breeding: (Includes all ultrasounds associated with that cycle):

Frozen: \$950/cycle

Cooled: \$650/cycle

Daily Board:

Dry: \$22/day

Mare and Foal: \$25/day

Drugs: (Use will vary with each mare)

Deslorelin: \$65

HCG: \$35 /dose

Banamine: \$18/dose

Dexamethasone: \$15/dose

Oxytocin: \$18/dose

Lutalyse: \$20/dose

Enrofloxacin (7 day treatment): \$78

Oral Altrenogest (14 day treatment): \$76

Injectable Altrenogest: \$48/dose

Sedation: \$45

Uterine Lavage: \$150

Airport Pickup: \$125

Average breeding cost per mare per cycle (not including board):

Cooled: \$1,105-\$1,505

Frozen: \$1,305-\$1,705



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Embryo Transfer

*Flush: \$550

Transfer: \$300

Recipient Medication: \$1,500

Recipient mare board and care after 28 days: \$15/day

Recipient mare board after 45 days: \$12/day

*Recipient lease: \$1,900

Average cost per embryo transfer:

Embryo: \$4,250

Average total cost per embryo (Breeding of donor mare, flush, implantation and lease of recipient mare- does not include board of donor mare):

Total: \$5,355-\$5,955

****Embryo Guarantee Option****

If this option is selected, the donor mare owner or breeder will be charged a flat rate of \$7500 when the recipient mare is checked in foal at 28 days. A non-refundable recipient mare reservation deposit of \$950 is due to start the embryo guarantee option. If a pregnancy is not achieved, the owner will only be charged for board of the donor mare and the \$950 non-refundable recipient mare reservation deposit. This pricing is only offered to mares bred and flushed onsite at Elwood Equine. Nothing in this option waives any provision of the contract stated herein.

I choose the embryo guarantee pricing.

*Breeding certificates will not be released until the recipient mare has been returned in good condition no later than six months from foaling date or a \$1900 purchase of the mare has been made in addition to the \$1900 payment for the lease of the mare.

*We strongly recommend insuring embryos after the mare is confirmed in foal. We do not provide a live foal guarantee on embryos.

Client donor mares and/or recipient mares will not be released until balances are paid in full.

Signature of Donor Mare Owner: _____ Date: _____