Contract for Shipped In Embryo and Transfer

This agreement for Embryo Transfer is made between Jan Martin Equine Management, hereafter known as "JMEM", and the donor mare owner

Or lessee,_____ hereafter known as "Owner". The donor mare_____,

Registration No._____, breed_____, Age_____hereafter will be known as "Donor Mare".

JMEM agrees to the following:

1. To transfer shipped embryos considered suitable by JMEM by non-surgical technique to the reproductive tract of a synchronized recipient mare.
2. To provide recipient mare and pay all expenses associated with maintaining said recipient mare until a 36 day pregnancy has been established.
3. To exercise good judgment in the care and supervision of recipient mare and her offspring.

The Owner agrees to the following:

1. To pay JMEM a $1,000.00 entry fee at the signing of this contract for the 2021 Breeding Season. The entry fee is non-refundable and non-transferable. The entry fee covers the preparation of one synchronized recipient and any non-surgical embryo transfers of viable shipped embryos from the Donor Mare from up to three scheduled flushes for one pregnancy. Performance of these procedures on subsequent cycles will be charged at $350.00 per cycle. Breeding season is between February 10 and August 1 unless mutually agreed upon.

2. Owner agrees to pay all charges associated with shipment of the embryo from the Donor Mare to JMEM. The Owner agrees to pay any express mail courier/airline shipping charges; courier service charges; and return freight charges on the shipping container and any charges associated with embryo transport media provided to the veterinarian or technician performing the embryo collection.

2. To pay the balance due of $2,500.00 upon confirmation of a 36 day pregnancy in the recipient mare that has received the first embryo from the Donor Mare. Should multiple embryos be recovered each additional 36 day pregnancy will cost $3,500.00.

3. After 36 days of gestation it is the Owner's responsibility to board and care for the recipient mare throughout the balance of gestation and nursing of the resulting foal. When the recipient has been confirmed pregnant at day 36 of pregnancy she can be picked up or board will be charged at $20.00/day. Regarding recipients left with JMEM for boarding, all attempts will be made to discuss treatment options if the recipient experiences colic at the number(s) listed below. Should contact not be established Owner wishes to do surgery at a cost of $10,000.00 on the recipient? Yes or No (circle one)?

4. JMEM and its employees will not be held responsible for accidents, injury, sickness or death of the recipient, her in utero foal or her offspring. Once the recipient is 36 days in foal Owner authorizes and agrees to pay for any veterinary services necessary or proper for the recipient(s), her in utero foal or her offspring's health.

5. At the discretion of JMEM recipient mares are administered Regumate® to enhance pregnancy maintenance. After 36 days of gestation if it is determined this treatment should continue Owner would be charged $6.00/10cc/per day of treatment while at JMEM.

6. JMEM retains ownership of recipient mare. Recipient mare must be returned to JMEM, at Owners expense, in good condition, between October 15 and December 1 of the year of foaling. **If recipient mare is not returned to JMEM as agreed, Owner agrees to pay JMEM $2,500.00 replacement cost. Recipients are not for sale.** Should Owner elect to pick up recipient mare, all liability for said recipient mare would be that of the Owner during the time period that said recipient mare is not at JMEM.

7. Owner is responsible for all Breed Registry rules and regulations.

8. Owner is responsible for any insurance desired on the pregnant recipient, her in utero foal or her offspring. Insurance requests on boarded recipients will be requested to JMEM in writing. Insurance will be requested for the resulting recipient mare and her in utero foal for the Donor Mare, Yes or No (circle one).

9. All charges will be paid in full before removing the pregnant recipient(s) or Donor Mare. Accounts are payable within 30 days of monthly invoice. Past due accounts will bear interest at a rate of 1.5% per month on any outstanding balance. Owner will pay all costs and attorney fees incurred by JMEM in attempt to collect any outstanding balance.

Additional Provisions:
1. JMEM reserves the right to discontinue embryo transfer service at its discretion.
2. This contract does not constitute a live foal guarantee.

_____ _____

APPROVED: Owner/Lessee Date

_____

Address

_____

_____

Telephone(s)

_____

E mail

Jan Martin Equine Management
P.O. Box 475
Buellton, CA 93427

fax (805)693-0585
(805)331-4087
jmequinemanagement@hotmail.com