



EQUIGEN, L.C.  
15515 SW 170<sup>th</sup> St., Archer, FL 32618  
(352) 495-5040

**CONTRACT FOR EMBRYO TRANSFER  
2010 ET Incentive Program**

**EQUIGEN, L.C.** ("EquiGen") agrees to provide embryo transfer and related services to \_\_\_\_\_ ("Owner") relating to the donor mare \_\_\_\_\_ ("Donor").

EquiGen and Owner agree as follows:

1. The parties agree that embryo transfer will be performed by EquiGen ("Licensed Veterinarian"). EquiGen's Licensed Veterinarian will transfer the embryo from Donor to a recipient mare ("Recipient") owned by EquiGen. In the event the embryo is determined to be viable by EquiGen's Licensed Veterinarian twenty-five (25) days following conception, Owner shall purchase Recipient(s) with \$ 1,600.00/mare of the purchase price being paid on the twenty-fifth (25<sup>th</sup>) day following conception as determined by EquiGen's Licensed Veterinarian, and in any event, the balance of the entire purchase price being paid before transfer of Recipient(s) to Owner. In the event EquiGen's Licensed Veterinarian determines that the embryo is not viable at 25 days following conception, Owner shall be entitled to the transfer of another embryo from Donor to Recipient within the breeding season (Feb 1-Sept 15) of the negative pregnancy diagnosis.

2. Owner shall pay EquiGen an entry fee of Five Hundred Dollars (\$500) upon the execution of this Agreement. The entry fee is non-refundable (under any circumstances) and covers the synchronization of recipient mares during the breeding season (Feb 1-Sept 15) following the signing of this document. In addition to the entry fee, Owner agrees to pay:

(a) Purchase price of Recipient if the embryo(s) is(are) determined to be viable 25 days following conception as determined by EquiGen's Licensed Veterinarian;

(b) The boarding (\$10/day up to 7 months of gestation, thereafter monthly board fee) of Recipient(s) for all periods the Recipient remains at the EquiGen facility longer than 25 days;

(c) All charges incurred in the flushing of the donor mare (\$400/flush), transfer of embryos (\$150/transfer), shipment of any embryos transferred, return shipment of shipping container and all charges relating to the transfer/shipping of the Recipient(s);

(d) All veterinarian fees associated with Recipient(s) incurred after 25 days following conception as determined by EquiGen's Licensed Veterinarian, including medication prescribed to maintain recipient mare pregnancy.

3. Owner is responsible for all compliance with Registry rules and regulations.

4. Owner is responsible for continuation of all medical or pharmaceutical treatment(s) of the recipient mare(s) prescribed by EquiGen's Licensed Veterinarian after 25 days of gestation.

5. EquiGen makes no warranty, express or implied, of merchantability or fitness relating to the health of any foal, the efficacy of any embryo transfer, or the health of Recipient.

EXCEPT AS EXPRESSLY WARRANTED IN PARAGRAPH 4 HEREIN, EQUIGEN DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF

MERCHANTABILITY, FITNESS AND THE LIKE). THE ENTIRE LIABILITY OF EQUIGEN IN THE EVENT OF ANY BREACH HEREUNDER, AND THE EXCLUSIVE REMEDY OF OWNER SHALL BE THE FOLLOWING: IN THE EVENT THE EMBRYO IS NOT VIABLE UP TO 60 DAYS FOLLOWING CONCEPTION AS DETERMINED BY A LICENSED VETERINARIAN, RETRANSFER OF AN EMBRYO FROM DONOR DURING THE BREEDING SEASON; OR IF THE EMBRYO IS VIABLE 60 DAYS FOLLOWING CONCEPTION AS DETERMINED BY A LICENSED VETERINARIAN, BUT A LIVE FOAL (A FOAL STANDING AND SUCKING) WAS NOT OBTAINED AS SHOWN BY A VETERINARIAN CERTIFICATE, A CREDIT OF ONE THOUSAND DOLLARS (\$1000.00) WILL BE PLACED TOWARD THE NEXT EMBRYO TRANSFER RECIPIENT MARE PURCHASE. IN SUCH EVENT, OWNER SHALL RETURN RECIPIENT TO EQUIGEN IN GOOD HEALTH, GOOD FLESH AND IN A TIMELY MANNER TO RECEIVE SUCH EMBRYO OR CREDIT OF ONE THOUSAND DOLLARS (\$1000) WILL NOT BE GIVEN. IN NO EVENT SHALL EQUIGEN BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, LOSSES, OR EXPENSES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT. THESE LIMITATIONS ON THE LIABILITY SHALL APPLY TO ANY AND ALL CAUSES OF ACTION, IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING A CLAIM, DEMAND OR ACTION, INCLUDING, WITHOUT LIMITATION, WHETHER IT SOUNDS IN CONTRACT OR TORT.

6. EquiGen reserves the right to discontinue embryo transfer or embryo growth at its discretion.

7. Owner agrees to pay all accounts within thirty (30) days of billing date or at time that pregnant recipient mare is removed from EquiGen's property, and acknowledges that invoices 30 days past due shall incur interest at a rate of 1.5% per month. Owner acknowledges the lien rights of EquiGen pursuant to Florida law and in any action to collect amounts due hereunder, the prevailing party shall be entitled to recover its reasonable attorney's fees incurred. Exclusive venue for any action arising hereunder shall be in state court in Gainesville, Alachua County, Florida.

8. Force Majeure. If the performance of this Agreement or of any obligation hereunder, is prevented, restricted or interfered with by reason of fire, or other casualty or accident; strikes or labor disputes; inability to procure raw materials, power or supplies, war or other violence; any law, order, proclamation, regulation, ordinance, demand or requirement of any government, government's agency or inter-governmental body; or any other act or condition whatsoever beyond the reasonable control of the parties hereto, the party so affected, upon giving notice to the other party, shall be excused from such performance to the extent of such prevention, restriction or interferences; provided that the party so affected shall use its best efforts to avoid or remove such causes of non-performance and shall continue performance hereunder with the utmost dispatch whenever such causes are removed; and provided further that no such occurrence shall extend the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**EQUIGEN, L.C.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**OWNER**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

Telephone: \_\_\_\_\_

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