



SOUTH VALLEY EQUINE

2022 SHIPPED EMBRYO TRANSFER SERVICES AGREEMENT

Today's date:		<i>**Please include a copy of the mare/stallion breeding contract when submitting this contract to repro@svlac.com**</i>	
DONOR MARE INFORMATION			
Registered Name:		Registration #:	
Barn Name:		Color:	
Breed:		DOB/Age:	
INSURANCE			
Is Mare Insured? <input type="checkbox"/> Yes <input type="checkbox"/> No		Type of Insurance:	
Insurance Company:		<input type="checkbox"/> Mortality	<input type="checkbox"/> Medical
Policy #:		<input type="checkbox"/> Colic Care	<input type="checkbox"/> Breeding
DONOR MARE OWNER/AGENT INFORMATION			
Owner Name:		Email Address:	
Address:		City:	State: Zip:
Primary Ph:		Mobile Ph:	
<i>In case of an emergency please provide us with a secondary/emergency contact name and number of a person that can authorize veterinary medical or surgical treatment.</i>			
Name:		Phone:	
Billing Options: <input type="checkbox"/> Traditional <input type="checkbox"/> Email <input type="checkbox"/> Auto-pay			
RESPONSIBLE FINANCIAL PERSON (if different than above)			
Name:		Email Address:	
Address:		City:	State: Zip:
Primary Ph:		Mobile Ph:	
PAYMENT INFORMATION			
<p>Every client MUST have a credit card on file before South Valley Equine Reproduction will perform any procedure(s) on your horse(s). By signing below, you are accepting full financial responsibility for all costs associated with the treatment of your horse. Deposits for services will be conveyed when applicable. I fully understand that if at any time, the amount owed exceeds the deposited amount, I will be required to place another deposit to continue management and/or treatment of my horse(s). A credit card MUST be left on file. Any account credits remaining can be issued as a refund upon the horse's departure from our facility.</p> <p>**No horses will be released from the facility without the client account balance paid in full prior to discharge**</p> <p>Any balances that are due will be automatically billed to your credit card at the end of the month unless otherwise communicated. We will contact you by phone or email within 24 hours after your balance is charged to your credit card and send you a receipt of the charge by email or mail. NO SERVICES will be rendered on any accounts that have a balance that is past due.</p>			
Credit Card #:		Exp:	CVV:
Signature of Cardholder: _____			
<i>By signing above, I authorize SVE to bill my card on a monthly basis for charges incurred.</i>			



SOUTH VALLEY EQUINE

EMBRYO TRANSFER SERVICES DESIRED

- Outside Facility Flush, Shipped-In Embryo to SVE (**SVE Recipient Mare**)
- Outside Facility Flush, Shipped-In Embryo to SVE (**Own Recipient Mare**)
- SVE Embryo Flush, Ship to Outside Facility

STALLION #1 INFORMATION

Registered Name:

- Fresh/Cooled Frozen

of Pregnancies Desired:

Owner/Agent Name:

Owner/Agent Phone #:

Farm Name:

STALLION #2 INFORMATION

Registered Name:

- Fresh/Cooled Frozen

of Pregnancies Desired:

Owner/Agent Name:

Owner/Agent Phone #:

Farm Name:

STALLION #3 INFORMATION

Registered Name:

- Fresh/Cooled Frozen

of Pregnancies Desired:

Owner/Agent Name:

Owner/Agent Phone #:

Farm Name:

ADDITIONAL STALLION INFORMATION

SHIPPING INFORMATION

If shipping embryo(s) to an outside facility, the following questions are required

Facility Name:

Phone Number:

Facility Contact Person / Designated Recipient:

Street Address:

City:

State:

Zip Code:

Airport Code (required if Counter to Counter shipment):

LIVE FOAL GUARANTEE

Do you wish to purchase a Live Foal Guarantee?

In doing so, the Donor Mare Owner or Agent agrees to pay an additional \$200 Live Foal Guarantee Fee for said Donor Mare for each Recipient Mare Guarantee Fee paid. In the event that a recipient does not produce a foal that stands and nurses or aborts prior to term, the guarantee will be honored by waiving the \$1600 Guarantee Fee for one future embryo transfer, to be performed in the same or subsequent year's breeding season for the above-named Donor Mare.

- Yes No



This Embryo Transfer Service Contract ("Contract") is entered into as of the _____ day of _____, 20_____, by and between South Valley Equine Reproduction Center ("SVE"), 122 West 400 North, Saratoga Springs, UT, 84045, and _____ ("Owner or Agent of Donor Mare"), whose address is _____

RECITALS

WHEREAS, the Donor Mare Owner or Agent is the owner or authorized lessee of that certain equine mare identified in the records of the _____ (breed association) by the name _____ and registration number _____ ("Mare"), and a copy of the Donor Mare's registration papers is attached hereto;

WHEREAS, the Stallion Owner is the owner of that certain registered equine stallion identified in the records of the _____ (breed association) by the name _____ and registration number _____ ("Stallion");

WHEREAS, as authorized by the Mare Owner and Stallion Owner, the Mare is participating in breeding and embryo transfer services during 2022 at or under the direction of South Valley Equine Reproduction Center ("SVE") whose physical address is 122 West 400 North, Saratoga Springs, UT, 84045;

WHEREAS, the Stallion Owner is desirous of breeding the Stallion to the Mare; and

WHEREAS, the Donor Mare Owner is desirous of breeding the Mare to the Stallion;

NOW THEREFORE, in consideration of the foregoing Recitals and the terms, conditions and other provisions hereof, the parties agree as follows:

1. All veterinary fees, booking fees, flush and transfer fees, lease fees and boarding expenses are the responsibility of the Donor Mare Owner or Agent. Veterinary fees are due at time of service. Boarding expenses are payable monthly upon receipt of invoice. All charges are due and payable prior to or at the same time the Donor Mare departs from SVE facilities. Past due amounts will be charged interest at the rate of 18% per annum until paid in full. Any past due account which is not paid within 30 days of billing shall be subject to collection action. The Donor Mare Owner or Agent assumes and agrees to pay all charges, expenses, attorney's fees, and related costs, which shall be incurred in the collection of this billing. In the event this billing is unpaid at the end of 45 days, then the Donor Mare Owner or Agent grants a security interest in the Donor Mare and/or her offspring and agrees to deliver SVE the original registration certificate(s) and properly executed transfer documents.
2. Upon execution of this contract, the Donor Mare Owner or Agent shall pay the scheduled fees as listed:
 - a. **\$1600 Recipient Mare Guarantee** due with the signing of this contract, prior to the breeding and embryo transfer. Each non-refundable, non-transferable fee guarantees one (1) recipient mare for the Donor Mare Owner at SVE. *This Guarantee is usable for any Donor Mare under ownership by the Donor Mare Owner.*
 - b. **\$1600 Recipient Mare Lease.** The Recipient Mare Lease will begin and be due the day that the recipient mare is confirmed in foal with a heartbeat at 28 days post-breeding with the above-named Donor Mare's embryo. Boarding and medical expenses for the recipient mare will begin after the 28-day pregnancy check.
 - c. If multiple healthy transferable embryos are retrieved on any one flush, the following fees will apply *to each viable embryo*:
 - i. **\$500 Transfer Fee**
 - d. If the Donor Mare will be managed/bred by SVE for On-Site Embryo Transfer, the following will apply:
 - i. Breeding management (palpations, medications, board, etc.)
 - ii. **\$350 Embryo Flushing Fee**
 - e. If the Donor Mare is bred somewhere other than SVE and brought to SVE for Embryo Transfer:
 - i. **\$500** per ET Flush Only (if Donor Mare is bred somewhere other than at SVE)
 - f. If the embryo will be Shipped-in to SVE, the following will apply:
 - i. The Donor Mare Owner or Agent agrees to notify SVE **when breeding has started, and again on the day of ovulation**, to ensure a recipient mare is ready to receive the embryo.
 - ii. **\$500 Transfer Fee** upon receiving and transferring the embryo.
 - g. All fees as outlined in Article 1.
3. All viable embryos will be transferred, and subject to the fees as outlined above, unless SVE is otherwise previously notified in writing by the Donor Mare Owner or Agent. Notification should be sent by certified mail.



4. If indicated above, the Donor Mare Owner or Agent agrees to pay an additional **\$200 Live Foal Guarantee Fee** for said Donor Mare for each Recipient Mare Guarantee Fee paid. In the event that a recipient does not produce a foal that stands and nurses or aborts prior to term, the guarantee will be honored by waiving the \$1600 Guarantee Fee for one future embryo transfer, to be performed in the same or subsequent year's breeding season for the above-named Donor Mare. The Live Foal Guarantee is subject to the following:
 - a. The Donor Mare Owner or Agent agrees to maintain the recipient mare with routine farrier care, veterinary care (including vaccinations, deworming, and Coggins tests) and good nutrition while the mare is under their care. The recipient mare remains the property of SVE and must be returned by November 30th of weaning year, in sound condition of limb, wind, and reproduction, or in essentially the condition that the recipient mare was accepted after the 28-day pregnancy check.
 - b. The Donor Mare Owner or Agent agrees to show proof of vaccinations and all recommended veterinary and farrier care.
 - c. If the Donor Mare Owner or Agent fails to provide payment in full for all reproduction services within 60 days of billing, this live foal guarantee is null and void.
 - d. If the recipient's failure to carry to term was due to sub-quality management practices and/or negligence on the part of the Donor Mare Owner/Agent et al, this live foal guarantee will be null and void.
 - e. If there is evidence that neglect or inadequate foaling care took place at the time of foaling, this live foal guarantee is null and void.

Plain English - If the mare does not carry foal to term, the Owner will be given a credit of \$1600 when the recipient mare is returned to us. If the recipient mare dies in the care of the Owner, there is NO credit given because our mare will not be returned. This is the case whether or not a foal results.
5. In event that the recipient mare is not returned by November 30th of the impending foaling year from this embryo contract, the Donor Mare Owner or Agent will pay a non-refundable **\$1300 Late Return Fee** to SVE.
6. In event that the recipient mare is not returned by the first day of the reproduction season of the year following the birth of the foal from this embryo contract, the Donor Mare Owner or Agent will pay a non-refundable **\$3500 No-Return Fee** to SVE.
7. It is my understanding that SVE will not be responsible for accident, sickness or death to my horse, whether from fire, theft, act of God, or any other reason; and that you will exercise your judgment in caring and supervising of said horses.
8. Donor Mare Owner or Agent agrees to furnish a copy of the donor mare's registration papers upon arrival of the mare at SVE facilities.
9. Donor Mare Owner or Agent is responsible for all Breed Registry rules and regulations. SVE assumes not responsibility in this regard.
10. Donor Mare Owner or Agent is responsible for parentage verification on embryo transfer foals. SVE will exercise its best judgment in maintaining records and identification on each Donor Mare and recipient.
11. MUTUAL AGREEMENT TO BREED. The Stallion Owner and the Mare Owner mutually agree to breed the Stallion to the Mare and to breed the Mare to the Stallion.
12. BREEDING SEASON. The breeding season contemplated by this Contract shall begin on February 1st, 2022 and close July 31st, 2022 in the calendar year in which this Contract becomes effective (the "Breeding Season").
13. BREEDING FEE. The Mare Owner agrees to pay to the Stallion Owner a breeding fee in the amount of \$_____ ("Breeding Fee"). The Breeding Fee may not include a \$235 non-refundable breeding or chute fee, which non-refundable amount the Mare Owner agrees to pay to SVE upon the signing of this Contract by both parties. The balance of the Breeding Fee is due and payable directly to the Stallion Owner prior to the shipment of any cooled semen or any treatment of the Mare.
14. ADDITIONAL FEES AND CHARGES. In the event the Mare is to be bred at SVE, all charges for Mare care, foal care, and farrier services rendered with respect to the Mare and/or any foal on the Mare shall be due and payable upon receipt of any invoice for such charges, or prior to the Mare or any foal on the Mare leaving the premises of SVE.
15. VETERINARY CHARGES. In the event the Mare is bred at SVE, and charges are incurred for any veterinary goods and services rendered to the Mare and/or any foal on the Mare, then in that event, such veterinary charges shall be invoiced to the Mare Owner separately by the veterinarian rendering such goods and services, and the Mare Owner agrees to pay such charges directly to such veterinarian at the time of service, and further agrees to indemnify and hold the Stallion Owner and SVE harmless with respect to any such charges.
16. AUTHORIZED CREDIT CARD. It is agreed and understood that the Mare Owner may pay any and all fees and charges owed by the Mare Owner to SVE as contemplated by this Contract pursuant to the Mare Owner's valid credit card.
17. AGREEMENT TO PAY INTEREST ON PAST DUE AMOUNTS. With respect to any and all fees and charges owed by the Mare Owner pursuant to this Contract, in the event any such fees and charges are not fully and timely paid as agreed, then and in that event, the Mare Owner agrees to pay the principal amount of such fees and charges plus interest thereon at the rate of 18% per annum until the full balance of both principal and interest is paid in full.
18. CONDITION OF THE MARE. If the Mare is to be bred at SVE, the Mare Owner represents and warrants that:
 - a. Unless otherwise disclosed to SVE personnel in writing, the Mare is in sound breeding condition, is free from any infection or disease, and has tested negative pursuant to a Coggins test performed within six (6) months prior to the effective date of this Contract; and
 - b. The Mare has been routinely wormed and current Influenza Rhinopneumonitis and EBA vaccinations will have been given to the Mare prior to the time the Mare arrives at SVE.



- i. In the event such services and vaccines have not been administered to the Mare, the Mare Owner agrees that such services, tests, and vaccines may be rendered with respect to the Mare upon the Mare's arrival at SVE, with the understanding that all such services, tests and vaccines will be rendered at the Mare Owner's sole expense. Notwithstanding any provisions herein to the contrary, if the Mare is deemed by SVE personnel to not be of sound breeding condition, then and in such event, the Mare Owner, with the approval of the Stallion Owner which approval shall not be unreasonably withheld, may substitute another mare to be bred pursuant to this Contract.
19. OWNER'S BEST EFFORTS WARRANTY AND REASONABLE CARE. In the event the Mare is to be bred at SVE, accomplishment of such breeding shall be at the sole discretion of the personnel of SVE, and the Stallion Owner covenants and agrees that SVE will use its best efforts to try to settle the Mare as soon as possible and that reasonable goods and services will be rendered for Mare care, foal care and farrier services with respect to the Mare and any foal on the Mare. It is understood and agreed that any insurance insuring against disease, sickness, injury or death of the Mare or any foal on the Mare, shall be obtained at the Mare Owner's sole discretion and expense.
20. WAIVER OF LIABILITY. Other than as provided in paragraph 9 above, the Stallion Owner shall not be liable in any way for any failure to settle the Mare, or for any disease, sickness, injury, or death of the Mare or any foal on the Mare arising from the mating of the Stallion to the Mare pursuant to this Contract.
21. SHIPPED COOLED SEMEN. With respect to any cooled semen shipped pursuant to this Contract the parties agree:
 - a. Semen will be collected from the Stallion only on established collection days. The Stallion Owner does not guarantee that cooled semen from the Stallion shall be available each time it is requested by the Mare Owner, and any cooled semen shipped pursuant to this Contract will be shipped on a first call-first served basis, with the understanding that mares being bred at SVE will receive first priority in the event of limited availability of semen from the Stallion; and
 - b. The responsibility for impregnating the Mare shall be the sole responsibility of the Mare Owner, the Mare Owner will use the services of an experienced, licensed veterinarian competent in the use and handling of cooled semen as contemplated by this Contract, and the Mare Owner will cause the insemination of the Mare within 24-48 hours of receipt of the shipped cooled semen taken from the Stallion.
22. DISCLAIMER OF WARRANTIES RE: SEMEN. The Stallion Owner makes no representations or warranties, expressed or implied, including the implied warranties of merchantability and fitness for a particular purpose, in respect to the semen collected from the Stallion for the purpose of impregnating the Mare.
23. PROHIBITION AGAINST USE OF GENETIC MATERIAL. The Mare Owner represents and warrants that without the Stallion Owner's prior sole and discretionary written consent, the Mare Owner will not:
 - a. Freeze any embryos from the Mare after insemination with semen from the Stallion;
 - b. Freeze, store, or otherwise use any semen or other genetic material derived from the Stallion in any way for any use other than impregnating the Mare; or
 - c. In any way clone or attempt to clone the Stallion.
24. CERTIFICATE OF BREEDING. The Stallion Owner shall issue and deliver to the Mare Owner a written certificate verifying the breeding contemplated by this Contract at the Mare Owner's request at any time after the Mare has been checked in foal and all fees and charges due from the Mare Owner to the Stallion Owner pursuant to this Contract have been paid in full.
25. ASSIGNMENT AND SUBSTITUTION. The Mare Owner may not assign this Contract, and any attempt at assignment without the prior written consent of SVE, will terminate this Contract and release SVE from any and all obligations hereunder.
26. TERMINATION UPON DEATH OR DISABILITY OF STALLION. If the Stallion dies, or if in the opinion of the Stallion Owner the Stallion in any way becomes incapable of servicing the Mare for any reason, this Contract will, at the option of the Stallion Owner, become null and void, the Breeding Fee less a non-refundable amount shall be refunded, and the parties to this Contract shall be released from any further liability except the Mare Owner's obligations pursuant to paragraphs 4 and 5 above.
27. SALE OR TRANSFER OF STALLION. If the Stallion is sold or transferred from the premises of SVE during the breeding season, the Stallion Owner may assign the Stallion Owner's rights and delegate the Stallion Owner's obligations pursuant to this Contract. In such event, with respect to any rebreed or live foal guarantee, arrangements for any for any rebreed must be made by the Mare Owner with the new owner or transferee of the Stallion.
28. APPLICABLE LAW AND JURISDICTION. This Contract will be construed in accordance with the internal laws of the State of Utah and will inure to the benefit of the heirs, personal representatives, successors and permitted assigns of the parties. Any legal action with respect to this Contract shall be instituted in the Third Judicial District Court in and for Salt Lake County, State of Utah, and the Mare Owner irrevocably and unconditionally submits to the subject matter and personal jurisdiction of such Court, waives any objection to the venue in such Court, and waives any claim that such action has been brought in an inconvenient forum.
29. ATTORNEY FEES AND COSTS. In the event of a dispute based upon this Contract, and a party incurs attorney fees and/or court costs enforcing such parties' rights as evidenced by this Contract, the prevailing party in such dispute shall be entitled to collect from the other party, the prevailing party's reasonable attorney fees and costs of court, regardless of whether such fees were incurred prior to the commencement of any court action.
30. JOINT AND SEVERAL LIABILITY. In the event the Mare Owner consists of two or more persons and/or entities, the obligations of such parties as provided in this Contract shall be joint and several.
31. INTEGRATION CLAUSE. This Contract contains the entire agreement and understanding of the parties and may be modified only in writing by both parties. The invalidity or unenforceability of any term, condition or other provision of this Contract shall not affect the validity or enforceability of any remaining provisions hereof.



AUTHORIZATION

By signing below, the Donor Mare Owner or Agent authorizes SVE to perform any services deemed necessary for the treatment of donor and recipient mare. Please note the owner has signed an estimate of charges for a normal embryo transfer. This is not a guarantee of charges. We will attempt to notify you of additional charges when possible. This constitutes the entire agreement between SVE and the Donor Mare Owner or Agent with respect to the services provided herein.

ACKNOWLEDGMENT OF RISK

Donor Mare Owner or Agent acknowledges and fully understands that reproduction and embryo transfers can be a risky process, and that there is a real possibility that the donor mare may become sick, injured, or die. Donor Mare Owner or Agent voluntarily assumes any and all risks, including sickness, injury, or death of the donor mare which may occur during the embryo transfer process. The Parties have executed this agreement as of the day and year set forth first above.

IN WITNESS WHEREOF the Parties have executed this agreement as of the day and year set forth first above.

Signature of Mare Owner/Agent

Date

Print Name

Signature of SVE Agent

Date

Print Name

Position