

# Danny Salsman Quarter Horses, Inc. Embryo Transfer Service Contract

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This agreement is made and entered into at Pilot Point, Texas on the date herein after set forth, by and between Danny Salsman Quarter Horses, Inc here into referred to as "The Service Provider" and \_\_\_\_\_ herein referred to as "Donor Mare Owner/Lessee". This agreement is for the Service Provider to provide the following service: Flush an embryo and implant into the reproductive tract of a Recipient mare and leasing the recipient mare to the Donor Mare Owner / Lessee only for the gestation and nursing period of the resulting foal (if applicable), after which time the recipient mare shall be returned at Donor Mare Owner/Lessee's expense.

The specified Donor Mare is: \_\_\_\_\_ Age: \_\_\_\_\_ Breed: \_\_\_\_\_  
Registration Number: \_\_\_\_\_ Donor Mare shall be bred to the following stallion: \_\_\_\_\_  
for the \_\_\_\_\_ Year's breeding season.

**The Donor Mare Owner/Lessee of the above named Donor mare agrees to the following:**

1. Provide a copy (front and back) of the Donor Mare's registration papers upon deposit and prior to an embryo flush.
2. The Donor Mare Owner/Lessee warrants and guarantees that the undersigned has full authority to enter into this contract and is the party responsible for all terms and conditions within this contract. The Donor Mare Owner/Lessee agrees he/she is responsible for knowing and complying with all Breed Registry rules and regulations including but not limited to Embryo Transfer Enrollment , DNA testing of a resulting foal, Parentage verification ,Registration , etc. regarding Embryo Transfers and releases The Service Provider from any responsibility regarding the same.
3. The Donor Mare Owner/Lessee agrees to hold the Service Provider harmless from any illness, disease, injury, accident or death of the Donor Mare, Recipient Mare and/or in utero foal.
4. At the time the recipient mare departs the facilities, the Donor Mare Owner/Lessee agrees to assume all liability for the donor mare until she is returned to the Service Provider's facilities. The Donor Mare Owner/Lessee agrees to carry an insurance policy which shall cover any injury, death or damage caused indirectly or directly by the recipient mare from the time the recipient mare is picked up from the Service Provider's facility and until the recipient mare is returned to the Service Provider after the resulting foal is weaned.
5. The Donor Mare Owner/Lessee agrees to return the recipient mare to Danny Salsman Quarter Horses, Inc. at his/her expense when the resulting foal is weaned or not to exceed 5 months of birth. **In the event the mare is not returned the Donor Mare Owner/Lessee agrees to pay the Service Provider \$1000.00 for the purchase of the recipient mare.**
6. The Donor Mare Owner/Lessee agrees that this contract is for one embryo recovered and one pregnant recipient mare verified safe in foal at 30 days (if applicable). In the event multiple embryos are recovered, each additional pregnancy must be covered under a separate contract.
7. The Donor Mare Owner/Lessee agrees to incur board and routine care, veterinary or otherwise, for each pregnant recipient mare beginning on the 31<sup>st</sup> day of the recipient mares' pregnancy.
8. The Donor Mare Owner/Lessee agrees not to sell the embryo in utero or the resulting foal while the foal is still nursing, unless the new owner agrees to accept to transfer the terms and conditions of this contract or purchase the recipient mare from the Service Provider. The recipient mare remains the property of The Service Provider unless otherwise purchased. At the time of the sale, the original owner agrees to provide the new owner a bill of sale for the resulting foal which specifies the transfer of the contractual obligations to the new owner for the return of the recipient mare and send the signed copy along with the name, address and telephone number of the new owner to The Service Provider. The new owner would be required to return the recipient mare under the terms of this contract or pay the Service Provider \$1000.00 for the purchase of the recipient mare.

**Danny Salsman Quarter Horses, Inc. responsibilities:**

1. The Service Provider agrees to make every reasonable effort to provide recipient mares on demand for scheduled donor mare flushes
2. The Service Provider agrees to pay all veterinary fees and incur any expenses for board, etc. on the recipient mare for the first 30 days of a pregnancy.
3. This contract grants one live foal guarantee pursuant to the conditions that follow:
  - a. If recipient's mare failure to carry to term was an act of God, or sub-quality management practices and/or negligence on the part of the Donor Mare Owner/Lessee etal, this provision becomes null and void.
  - b. If the recipient mare was not given Rhino vaccinations at timeframes specified by the manufacture, the provision becomes null and void.
4. In the event this contract does not result in a live foal and # 3 does not apply, and the customer has returned the embryo transfer recipient mare in good condition, a \$2000.00 credit on account towards a "Balance of an Embryo Transfer Fee" will be granted. The credit will be for one embryo, which must be used, in the subsequent year's breeding season. (The Donor Mare will incur a \$1500.00 recipient mare deposit the following year). A Refund is not awarded to the Donor Mare Owner/Lessee.
5. The Service Provider reserves the right to refuse service. This includes the right, at it's sole discretion to discontinue embryo attempts or to refuse an unsuitable embryo.

This agreement shall be construed in accordance with and governed by the laws of the State of Texas applicable to contracts made and to be performed wholly within such state. Any action arising out of this agreement shall be instituted and maintained in Denton County, Texas.

**Cost for Embryo Transfer Fee**

The minimal cost of an Embryo transfer fee is \$3750.00 and includes the following: 1 embryo collection flush from the Donor Mare, 1 embryo implantation into recipient mare(non-surgical), Post embryo transfer medication for the recipient mare through(30) days of gestation , Board fees for the recipient mare through (30)days of gestation.

**1. Embryo Transfer Deposit Fee: \$1500.00.** The deposit is due prior to the first flush with completion of a signed contract. This deposit is a non-refundable, nontransferable fee, which enrolls the above named Donor Mare for the year's breeding season (February 1–July 31).This deposit includes one embryo transfer flush. Each additional flush is \$500.00 per flush incurred by the Donor Mare Owner.

**2. Balance of Embryo Transfer Fee: \$2250.00.** This Balance is billed when the recipient mare is checked thirty days in foal (if applicable).

The Donor Mare Owner/Lessee agrees to notify the Service Provider 48 hours in advance of the intent to pickup a Donor and/or Recipient Mare. Veterinary Expenses may be direct billed by the attending veterinarian/s. The balance of any outstanding debt owed to the Service Provider or the attending veterinarian/s shall be paid in full prior to the Donor and/or Recipient mare's departure

By signing this contract the Donor Mare Owner/Lessee or authorized representative acknowledges that he/she has read the contract in its entirety and agrees to the terms and conditions.

Signature of Donor Mare

Owner / Authorized Agent: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

Ranch Name: \_\_\_\_\_

Phone # \_\_\_\_\_

Billing Address: \_\_\_\_\_

Alternate Contact Name \_\_\_\_\_

Alternate Phone #: \_\_\_\_\_

BOARD CHARGES	
Show Barn (Dry Mare)	\$20.00 / day
Mare Barn (Dry Mare)	\$16.00 / day
Mare Barn (Wet Mare)	\$18.00 / day
Recipient Mares only	\$14.00 / day

Donor Mare Insured? \_\_\_\_\_ Ins. Co. Phone #: \_\_\_\_\_  
Insurance Company: \_\_\_\_\_ Ins. Co. Agent: \_\_\_\_\_  
Insurance Policy #: \_\_\_\_\_ Foal at side by stallion: \_\_\_\_\_  
Insurance Phone: \_\_\_\_\_ Last Breeding Date: \_\_\_\_\_

Enter last date Donor Mare received the following:

VEWT \_\_\_\_\_ FLU \_\_\_\_\_ RHINO \_\_\_\_\_ STRANGLES \_\_\_\_\_ NEG.COGGINS \_\_\_\_\_ DEWORM \_\_\_\_\_