

Louisiana Center for Equine Reproduction, LLC
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EMBRYO TRANSFER AGREEMENT
(On-Site Donor)

Louisiana Center for Equine Reproduction, LLC ("LACER") and the owner ("Owner") of the Donor Mare identified below hereby agree as follows, effective upon execution hereof by LACER (the "Effective Date"):

1. Definitions.

<i>Service Fee:</i>	<u> \$1350 </u>	<i>Services Credit:</i>	<u> \$2600 </u>
<i>Supplemental Fee:</i>	<u> \$275 </u>	<i>Purchase Price:</i>	<u> \$800 </u>
<i>Mare Rental:</i>	<u> \$2600 </u>	<i>Handling Charge:</i>	<u> \$50 </u>
<i>Paddock Boarding:</i>	<u> \$15.00 </u> /day	<i>Stall Boarding:</i>	<u> \$19.50 </u> /day

2. Embryo Transfer. Commencing with the Effective Date of this Agreement, through no greater than a twelve (12) month period ("Termination Date"), LACER will attempt to recover embryo(s) from Donor Mare and will implant apparently healthy embryo into the uterus of a mare ("Recipient Mare") prepared and owned by LACER.

3. LACER Services and Fees. Upon execution hereof, Owner shall pay to LACER the non-refundable Service Fee in consideration of the following services ("Services") through the Termination Date: palpation, ultrasound examination, artificial insemination (not including stallion fees and semen transport fees), and embryo flushes, evaluation, and embryo transfer. In the event that a viable pregnancy is not obtained in four (4) cycles, Owner may request continuation of the Services for additional ovulation cycles through the Termination Date, for which Owner shall pay to LACER the Supplemental Fee for each additional ovulation cycle for which Services are requested. Owner shall, in addition, pay standard fees for veterinary services for intra-uterine treatments, GNRH injections and for any additional services required for the proper breeding and health management as deemed necessary for LACER, and a \$60.00 fee per cycle for use of frozen semen. Owner shall also be responsible for veterinary expenses of the Recipient Mare after 30 days of gestation. Owner understands and agrees that KCEVS is not responsible for the expense of stallion fees, transporting semen, or semen containers. Further, Owner understands and agrees that LACER is not responsible for registration or blood-typing of the resultant foal.

4. Recipient Mare Lease. Upon a Recipient Mare's reaching thirty (30) days' gestation with a viable pregnancy, Owner shall lease the Recipient Mare from LACER for the Mare Rental covering the remainder of the gestation period and for an additional six (6) months after foaling. The Mare Rental shall be due and payable within ten (10) days following written notice by LACER of the attainment of 30 days' gestation. Owner shall return the Recipient Mare to LACER in good health and condition within 6 months following foaling, in failure of which Owner shall be deemed to have purchased the Recipient Mare and shall pay to LACER the Purchase Price. Owner is responsible for and shall pay all veterinary expenses of the Recipient Mare incurred after thirty (30) days of gestation.

5. Boarding. Commencing on the date of Owner's delivery of the Donor Mare, Owner shall pay to LACER the boarding fee for the Donor Mare, and, commencing on the 11th day of gestation, Owner shall pay to LACER the boarding fee on the Recipient Mare. Owner is encouraged, but is not required, to remove the Donor Mare and Recipient Mare (the "Mares") from LACER facilities after thirty (30) days of gestation. Commencing on, and at any time after the eleventh (11th) day of gestation, LACER shall be entitled, in its discretion and for any reason, to request removal of the Mares from LACER facilities. Upon written request for removal from LACER, Owner shall make arrangements for removal of the Mares from LACER facilities. Owner shall provide three (3) business days' notice to LACER prior to removal of the Mares to allow for processing and paperwork. Owner shall pay to LACER the Handling Charge for any pickup or delivery of the Mares that occurs other than during regular business hours (8:00 a.m. to 5:00 p.m., Monday – Friday). Owner shall bear all risk of loss in transit and all transportation expenses and shall indemnify and hold LACER harmless with respect to said losses and risks. Prior to release of either or both of the Mares for shipment, all fees and expenses due LACER shall be paid in full, and Owner hereby grants a security interest, and LACER hereby reserves a lien, including the lien under LA. R.S. 9:4661 in and to the Mares and the fetus for the amount of the fees and expense due LACER hereunder.

6. Insurance; Release. LACER recommends to Owner that Owner insure Donor Mare, Recipient Mare and the embryo against all losses and risks of every kind, nature and description; this recommendation by LACER specifically includes, but is not limited to, Owner purchasing insurance policies extending beyond conventional medical and mortality insurance to policies that cover other matters, such as general liability occasioned by and arising from the Donor Mare and Recipient Mare. Owner hereby releases and shall indemnify and hold LACER harmless with respect to losses and risks of any and every description to Donor Mare, the Recipient Mare after thirty (30) days' gestation, and the embryo, including but not limited to those losses or risks arising out of or related to the Recipient Mare when she, by lease or otherwise, is in the care, custody, control, or possession of the Owner or the Owner's agent on the Owner's premises or any other premises besides LACER's premises and/or facilities. The Parties agree and

understand that during the period that LACER is in possession of the Donor Mare, good practice of health considerations may require medical or farrier treatment for unforeseen or emergency conditions. Owner hereby grants to LACER the right and authority, based upon the independent judgment of LACER to provide veterinary treatment and/or to have the Donor shod at any time, at Owner's cost.

7. No Warranty. Owner understands and agrees that many factors affect successful embryo recovery and/or implantation and that, although LACER shall use its best efforts to perform the Services, LACER does not guarantee or warrant successful implantation, pregnancy or birth of a live foal. Owner specifically agrees that:

(i) (a) if LACER is unable to recover an embryo from the Donor Mare, or (b) a pregnancy fails to result from transfer of an embryo into a Recipient Mare after four (4) attempts on or before the Termination Date, or (c) if Recipient Mare fails to achieve 30 days' gestation prior to the Termination Date, then this Agreement shall terminate and neither Party shall have further obligation to the other; and

(ii) if a Recipient Mare fails to deliver a live foal after achieving 30 days' gestation, all sums due LACER hereunder shall become due and payable and Owner's exclusive remedy shall be limited to the Services Credit applicable to future embryo transfer expenses (Service Fee, Supplemental Fee, Mare Rental and Boarding Fees, but not including veterinary services), but only upon presentation by Owner of a letter from the examining veterinarian stating findings at the time of loss. For purposes hereof, a "live foal" shall mean a foal able to stand and nurse within 24 hours after birth.

8. Notices. All notices under this Agreement shall be in writing and shall be deemed given (i) upon delivery, if by hand, (ii) upon confirmation of successful transmission if by telecopy or email, or (iii) on the second business day following deposit into the U.S. mail, postage prepaid and addressed to the recipient at the address of said party as set forth herein.

9. Miscellaneous. This Agreement (i) constitutes the entire agreement of the Parties and supersedes all prior negotiations, representations and agreements of the Parties; (ii) shall be binding upon the Parties and their respective heirs, personal representatives, successors and assigns; (iii) shall not be amended except in writing signed by the Parties; (iv) shall be governed by and construed in accordance with Louisiana law. The invalidity of any provision of this Agreement as determined by a court of competent jurisdiction and/or Louisiana law shall in no way affect the validity of any other provision hereof. Waiver of any breach of this Agreement by LACER shall not constitute an amendment of this Agreement or a continuing waiver of such provision or condition of this Agreement. No joint venture or partnership is intended to be created by LACER and the Owner.

10. Owner/Donor Mare Information.

Owner Name: _____

Address: _____

Telephone: _____ Fax: _____ Email: _____

Billing Address: _____

Donor Mare Name: _____ Age: _____

Breed: _____ Registration No.: _____

OWNER:

By: _____
Printed name: _____

Louisiana Center for Equine Reproduction, LLC

By: _____

Effective Date: _____