

Louisiana Center for Equine Reproduction, LLC
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EMBRYO TRANSFER AGREEMENT
(Transported Embryos)

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.

Service Fee: \$850
Mare Rental: \$2600 Purchase Price: \$800
Initial Boarding: \$12.00 /day Extended Boarding: \$12.00 /day
Services Credit: \$2000 Handling Charge: \$50

2. Embryo Transfer; Owner Responsibilities. From and after the Effective Date (as set forth below) through no later than December 1 of the year in which the Effective Date occurs ("Termination Date"), Owner/Owner's veterinarian will attempt to recover embryo(s) from Donor Mare for shipment to LACER, at Owner's risk and cost, and LACER shall evaluate the embryo and implant apparently healthy embryo into the uterus of a mare ("Recipient Mare") prepared and owned by LACER. Owner shall (i) provide notice to LACER on the first day of the Donor Mare's heat and on the day of ovulation so that a suitable Recipient Mare can be prepared; (ii) advise LACER of the proposed method and time of delivery of the embryo and whether multiple ovulations have been detected; and (iii) provide notice to LACER on the day of embryo recovery and advise LACER of the results, regardless of the success or failure of embryo recovery. In the event of successful foaling, Owner shall be responsible for registration and blood-typing of the resultant foal.

3. LACER Services; Service Fee. Upon execution hereof, Owner shall pay to LACER the non-refundable Service Fee in consideration of the following services ("Services") through the Termination Date: (i) Recipient Mare preparation; (ii) embryo evaluation and transfer; (iii) ultrasound pregnancy detection; and (iv) maintenance and veterinary care of the Recipient Mare through the first thirty (30) days of gestation.

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, and at any time after the eleventh (11th) day of gestation, Owner shall pay to LACER the Initial Boarding fee. Owner is encouraged, but is not required to remove, and LACER shall be entitled in its discretion and for any reason, to request removal of the Recipient Mare from LACER facilities after eleventh (11) days of gestation. Commencing eleventh (11) days after written request by LACER for removal, boarding fees for the Recipient Mare will be increased to the Extended Boarding fee. Owner shall provide three (3) business days' notice to LACER prior to removal of the Recipient Mare to allow for processing and paperwork. Owner shall pay to LACER the Handling Charge for any pickup or delivery of the Recipient Mare 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 the Recipient Mare 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 Recipient Mare and fetus for the amount of fees and expenses 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

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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.

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) if Owner 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 on or before the Termination Date, or (c) 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, 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: _____

Louisiana Center for Equine Reproduction, LLC

By: _____

Effective Date: _____