



## Embryo Transfer Contract

This Contract made on \_\_\_\_\_, 20\_\_\_\_, by and **between Dreamcatcher Meadows Ventures Ltd.**, hereinafter called "DMV Ltd.", and \_\_\_\_\_ hereinafter called "Owner", both of whom are hereinafter called the "Parties".

### Recitals:

**DMV Ltd.** is in the business of equine embryo transfer and recipient mare services.

**Owner** desires to enter a contract with DMV Ltd. for such services.

**Therefore, the Parties agree as follows:**

1. During the calendar year 20\_\_, Owner will attempt to have an embryo(s) recovered from its mare, the "Donor Mare", named \_\_\_\_\_. Such embryo(s) will be recovered at DMV Ltd. for additional cost. DMV Ltd. shall evaluate the embryo, and if apparently healthy, insert the embryo(s) into the uterus of suitable "Recipient Mares" prepared and owned by DMV Ltd.

2. Upon the signing of this Contract, Owner shall pay to DMV Ltd. a one thousand dollar (\$1,000.00) non-refundable (under any circumstances) RECIPIENT MARE GUARANTEE FEE that secures mares for the DONOR mare whose name appears above. Recipient mares will be selected for the donor mare based upon reproductive soundness and synchrony with the donor mare's reproductive cycle. This fee not only secures such recipient mare for the Owner but also covers the expenses involved in the board, proper care and reproductive management of those mares until they are 21 days in foal with the donor's embryo. These expenses include all fees associated with the purchase and maintenance of these mares prior to the embryo transfer. The fee is not transferable to another "Donor Mare" and will be good from February 1, through December 1, 20\_\_ regardless of the number or lack of embryos produced. The nomination fee for this "Donor Mare" is not transferable to another owner. Owner is responsible for, and agrees to pay for all veterinary expenses of the recipient mare from mare selection through to foaling.

**The recipient guarantee fee is paid only one time for each donor mare, no matter how many embryos the owner wishes to harvest and transfer from that same donor mare in 20\_\_.**

**DMV Ltd. must have a completed, signed contract along with the Recipient Mare Guarantee Fee before the donor mare is flushed.**

3. Upon confirmation of the pregnancy, DMV Ltd. shall start charging boarding fees for the Recipient Mare(s) at the rate of \$500.00 per month until foaling, at which time the mare will be stabled in the breeding barn. When stalled, the board rate for mare and foal is \$1250.00 per month. The Owner is responsible for all fees associated with foaling, including but not limited to: foal alarm, vet supplies.

4. **Recipient Mare purchase price is two thousand dollars (\$2,000.00).** The Owner agrees shall

purchase Recipient Mare(s) when she is confirmed pregnant at 21 days. The Recipient Mare becomes the property and responsibility of the Owner beginning the day of successful transfer. The Owner may return the Recipient Mare(s) in good health and body condition to DMV Ltd. by December 31 of her foaling year and receive one thousand dollar (\$1,000.00) credit toward board. In the event where recipient mare services are no longer offered, market price will be paid for the return of said recipient(s).

**5.** DMV Ltd. recommends to Owner that Owner insure the Recipient Mare(s) and the embryo(s) against all losses and risks of any kind, nature and description. Owner shall indemnify and hold DMV Ltd. harmless with respect to said losses and risks.

**6.** All notices required by this Contract shall be given as follows: if to DMV Ltd, then Dreamcatcher Meadows Ventures Ltd., 9114 Pemberton Meadows Road, Pemberton, BC V0N 2L2; if to Owner, then the address shown at Owner's signature.

**7.** Owner understands and agrees that DMV Ltd. is not responsible for the expense of transporting embryos or containers. Further Owner understands and agrees that DMV Ltd. is not responsible for registration or blood-typing of the resultant foal. In addition, if embryo transfer media is required to transport an embryo, DMV Ltd. can provide it via Federal Express delivery at a cost of seventy five dollars (\$75) plus shipping with prepayment by credit card.

**8.** Owner understands and agrees that many factors impact successful embryo recovery and/or implantation, and that although DMV Ltd. shall use its best efforts to perform the services required by this Contract, DMV Ltd. does not guarantee success of the procedures. If a transfer does not result in a pregnancy, Owner's damages shall be limited to DMV Ltd's continuing obligation to complete the same subject to the following limitations (all at the Owner's sole expense and risk): If by December 1 of the breeding year, Owner is unable to recover an embryo from the Donor Mare or a pregnancy fails to result from transfer of an embryo into a Recipient Mare, DMV Ltd. or Owner shall have the right to declare this Contract terminated. In such an event, Owner shall pay to DMV Ltd. all sums due under this Contract. Thereafter the Parties shall have no further obligations to one another.

**9.** DMV Ltd. reserves the right to refuse or suspend service when the Owner's account is past due.

**10.** It is specifically understood and agreed between the Parties that prior to the transporting of the Recipient Mare(s) from DMV Ltd., all charges for services rendered in the Contract shall be paid in full. Further, by filing this Contract along with a detailed itemization of the unpaid charges owed to DMV Ltd. by Owner, DMV Ltd. shall have a possessory lien on the Recipient Mare(s) and the fetus.

**11.** With regard to the transportation of the Recipient Mare(s), all risk of loss shall be borne by Owner and all transportation expenses shall be paid by Owner. Three business days notice must be provided to DMV Ltd. by Owner prior to discharge of the Recipient Mare(s) to allow for processing of mares and paperwork. All Recipient Mare(s) shall be picked up and delivered during regular business hours.

**12.** For all purposes, this Contract shall be deemed to be negotiated, made and signed in British

Columbia, Canada and the laws of Canada shall control. At DMV Ltd.'s election, any arbitration regarding the Contract shall occur in British Columbia, Canada.

**13.** This contract is the final and complete agreement of the Parties and there are no other terms of the Parties in agreement other than those contained in this document.

**14.** This contract shall be binding upon the Parties and their respective heirs, personal representatives, successors and assigns. As Evidence of this Contract, the Parties have signed and dated this Contract as indicated below.

\_\_\_\_\_  
Owner's Signature Authorized Representative of DMV Ltd.

Dated: \_\_\_\_\_ Dated: \_\_\_\_\_

Owner's Address \_\_\_\_\_

\_\_\_\_\_  
Owner's Telephone \_\_\_\_\_ Email \_\_\_\_\_

Credit Card \_\_\_\_\_ Exp. Date \_\_\_\_\_

V Code: \_\_\_\_\_ (This is the 3-digit number located on the back of your credit card after the credit card number).

Billing address if different from above: \_\_\_\_\_

Mare Name \_\_\_\_\_ Registration # \_\_\_\_\_

Breed \_\_\_\_\_ Age \_\_\_\_\_

Height \_\_\_\_\_ Weight \_\_\_\_\_

Recipient Mare nomination fee: \$1000.00

Recipient Mare purchase fee: \$2000.00; at which upon return of recipient mare at weaning a \$1000.00 credit to boarding of horses at DMV Ltd., if mare is returned in good condition (pending she has stayed at DMV Ltd. through to weaning or has been boarded elsewhere).

Board for the Recipient Mare commences at pregnancy confirmation, at the rate of \$500.00 per month. This is the DMV Ltd. herd board rate.

Prior to foaling, the recipient mare is stabled, and board increases to \$1250.00 per month for mare and foal.

All vet and farrier costs for the Recipient Mare are to be paid by Owner up until weaning or the mare has been returned to DMV Ltd. This includes any necessary blankets or sundries for Recipient Mare.