

2021 Oocyte Aspiration Contract

Owner's Name: _____

Person To Contact: _____

Billing Address: _____

Contact Phone Number: _____

City, State, Zip: _____

Important Information: _____

Phone No.: _____

Donor Mare's Name: _____

Email: _____

This Oocyte Aspiration Contract (the "Oocyte Contract") is made between Arnold Reproduction Center ("ARC") a limited partnership, and existing under the laws of the State of Texas, with its principal office located at 360 Leea Lane, Weatherford, Texas 76087, and Donor Mare's Owner as identified above ("You" or "Your").

You and ARC hereby agree to perform transvaginal aspiration procedures on the Donor Mare stated above during the Breeding Season for the year **2021** (the "Contract Year") on the terms and conditions provided herein.

- 1. FEES: You agree to pay the following fees prior to departure of the Donor Mare:**
 - a. Fees to perform each transvaginal aspiration which include, but is not limited to: veterinary services, medications, and supplies.
 - b. Any board charges incurred while your mare is in the care of ARC.
 - c. All veterinary fees associated to the routine or emergency care of the donor mare and/or foal.
 - d. Any shipping charges for the delivery of the oocytes to an appropriate ICSI Laboratory.
 - e. A non refundable \$1,000 transfer fee for each viable embryo transferred into a recipient mare.
 - f. Charges on the 2021 Donor Mare and Recipient Mare Agreement.
- 2. WARRANTIES BY ARC:** You agree that ARC makes no guarantees, warranties, or representations as to the success or outcome of the transvaginal oocyte aspiration procedures herein contemplated.
- 3. POTENTIAL RISKS AND COMPLICATIONS**
 - a. **Transvaginal oocyte aspiration is not without some risk to the donor mare. Possible problems include but are not limited to: hemorrhage, peritonitis, colic, rectal bleeding/tear, and ovarian abscesses. These problems can be life threatening. It is important to understand that a needle is puncturing the abdominal cavity and into the ovary multiple times**
 - b. **You accept all potential procedural risks including any complications that may develop as a result of this procedure and accept that such complications may incur additional fees. You have been made aware of common potential complications of this procedure and acknowledge that post-procedural care may be required and will be undertaken as deemed necessary by ARC.**
- 4. POST-PROCEDURAL CARE:** ARC may require the Donor Mare to stay at the facilities for monitoring and care after the procedure. You agree to allow ARC to determine when the donor mare may depart and agree to follow aftercare recommendations made by ARC. You agree to pay any charges incurred from post-procedural care.
- 5. EMBRYO TRANSFER AND RECIPIENT LEASE:** You agree to the terms and conditions of the ARC 2021 Breeding Agreement for Embryo Transfer and Recipient Mare Lease for any embryos transferred into ARC recipient mares.
- 6. STALLION AND ICSI LABORATORY:** You agree that ARC is not responsible for any charges/expenses from stallion owners, stallion facilities, or ICSI Laboratories.
- 5. REGISTRATION OF FOAL, LIVE FOAL AND RE-BREED CONDITIONS:** You agree to be responsible to make all arrangements with the Stallion owner regarding any live foal guarantee and re-breed contract conditions. You agree to be responsible for contacting breed association with regard to registry of Donor Mare and expected Foal. You hereby release from, hold harmless from and covenant not to sue ARC for any claim related to the stillbirth or any other defect in Foal.
- 6. DELINQUENT ACCOUNTS:** You agree to pay all charges then due prior to Donor Mare departing ARC. If any subsequent charge is not paid in full within ninety (90) days, the entire account shall be delinquent. At ARC's sole option, all work being done with respect to a delinquent account may cease and all oocyte and embryo transfer contracts may be terminated.
- 7. SURRENDER OF OWNERSHIP OF FOAL FOR NON-PAYMENT.** In the event Recipient Mare is not picked up and payment is not made in full by October 1st of the Contract Year, You shall and hereby do give ARC legal ownership of the resulting Foal of Donor Mare. Ownership transfer shall take place on or before December 31st of the Contract Year. You agree and shall provide ARC with all necessary signatures in order to promptly and properly register the resulting Foal.

- 8. NO WAIVER:** The failure of either party to this Oocyte Contract to insist upon the performance of any of the terms and conditions of this Oocyte Contract, or the waiver of any breach of any of the terms and conditions of this Oocyte Contract, shall not be construed subsequently as waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
- 9. MODIFICATION OF AGREEMENT:** Any modification of this Oocyte Contract shall be binding only if placed in writing and signed by each party or a duly authorized representative of each party.
- 10. RELEASE, HOLD HARMLESS, And COVENANT NOT TO SUE:** You specifically acknowledge that participation by You, Your personnel, Donor Mare and/or Foal in any capacity, in any activity at the ARC breeding facility, subjects you and them to substantial and serious risk of damage, injury, sickness or death. You hereby assume all such hazards and risks and hereby release, hold harmless from and hereby covenant not to sue ARC, its respective officers, directors, shareholders, employees, agents, representatives, other contract personnel, successors and assigns (the "Released Parties") regarding any and all claims, demands and liabilities which You or they may have, now or in the future, known or unknown, which may arise or result from or are in any way connected with your or their participation in breeding activities.
- 11. INSURANCE:** You specifically acknowledge and agree that you have the option to obtain insurance in one or more forms for some or all of the risks assumed by you in this Oocyte Contract and for breeding activities, and that such insurance is your sole recourse for such risks. You agree to provide each insurer all required policy notices.
- 12. OWNER/AGENT:** The person signing this Oocyte Contract represents and warrants that he/she is the true and lawful owner of the Donor Mare, or if not the owner, then has actual authority to act as Owner's agent for purposes of entering into this Contract, and to make any and all decisions regarding the animal and its veterinary care.
- 13. ACCOUNT BILLING:** The undersigned agrees to pay all previously designated expenses on a monthly basis. All accounts are due in full at billing (first day of each month) or before mare is released from ARC. If necessary, a finance charge of 1.5% per month on the unpaid balance shall be added to all accounts, computed from the due date.
- The undersigned agrees that should it become necessary for ARC to retain the services of an attorney to enforce its rights under the terms of this contract, including but not limited to the collection of any sums due hereunder, the undersigned mare owner agrees to pay ARC all expenses and costs, including reasonable and necessary attorney's fees incurred by ARC in enforcing this contract.
- 14. BINDING EFFECT, GOVERNING LAW AND CONSENT TO VENUE:** This Breeding Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties. This Breeding Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Texas, and venue of all disputes arising from this Breeding Agreement shall be Parker County, Texas.

Each party to this Oocyte Contract has fully read it, fully understands it and consents to abide by its terms.

ARC Representative: _____ **Date:** _____

Donor Mare Owner or Lessee: _____ **Date:** _____