

# WATERMARK FARM



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## 2011 Embryo Sale Contract

*(To be completed by the Embryo Owner, Treating Veterinarian and Embryo Transfer Veterinarian)*

Donor Mare Name: \_\_\_\_\_ Registration #: \_\_\_\_\_

Markings: \_\_\_\_\_

Sire: \_\_\_\_\_ Registration #: \_\_\_\_\_

Dam: \_\_\_\_\_ Registration #: \_\_\_\_\_

UC Davis has a case file under the following name for Donor Mare's DNA:

\_\_\_\_\_

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Donor Mare Owner:

Name: \_\_\_\_\_ Tel #: \_\_\_\_\_

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

Donor Mare Treating Veterinarian:

Name: \_\_\_\_\_ Tel #: \_\_\_\_\_

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

State & License #: \_\_\_\_\_

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Embryo Purchaser:

Name: \_\_\_\_\_ Tel #: \_\_\_\_\_

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

Embryo Transfer Veterinarian:

Name: \_\_\_\_\_ Tel #: \_\_\_\_\_

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

State & License #: \_\_\_\_\_

Recipient Mare Name: \_\_\_\_\_ Registration #: \_\_\_\_\_

Markings: \_\_\_\_\_

Sire: \_\_\_\_\_ Registration #: \_\_\_\_\_

Dam: \_\_\_\_\_ Registration #: \_\_\_\_\_

UC Davis has a case file under the following name for Recipient Mare's DNA:

\_\_\_\_\_

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Recipient Mare Owner:

Name: \_\_\_\_\_ Tel #: \_\_\_\_\_

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

\_\_\_\_\_

Recipient Mare Treating Veterinarian:

Name: \_\_\_\_\_ Tel #: \_\_\_\_\_

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

\_\_\_\_\_

State & License #: \_\_\_\_\_

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Stallion Name: \_\_\_\_\_ Registration #: \_\_\_\_\_

Markings: \_\_\_\_\_

Sire: \_\_\_\_\_ Registration #: \_\_\_\_\_

Dam: \_\_\_\_\_ Registration #: \_\_\_\_\_

UC Davis has a case file under the following name for Stallion's DNA:

\_\_\_\_\_

Stallion Location: \_\_\_\_\_ *[Farm or Stud]*

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

\_\_\_\_\_

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**Fresh** or **Frozen Semen** will be provided by the Embryo Purchaser.  
*(circle one)*

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# Representations

1. I, \_\_\_\_\_, have fully investigated and provided \_\_\_\_\_ (Donor Mare Owner) with the documentation attached below that the stallion listed above is free from these sexually transmitted diseases: EVA and CEM. Furthermore, I understand the full liability, risks, any and all costs associated with EVA and accept full responsibility if \_\_\_\_\_ (Donor Mare) should contract this disease after having been exposed to EVA positive semen.
2. I, \_\_\_\_\_, have spoken with the Donor Mare's Treating Veterinarian and fully expressed my instructions pertaining to the number of breeding doses, pre- and post-breeding treatments, am cognizant and responsible for all of the procedures and the fees involved in breeding \_\_\_\_\_ (Donor Mare).
3. I, \_\_\_\_\_, hereby agree to pay all subsequent breeding fees to the treating veterinarian of \_\_\_\_\_ (Donor Mare) associated but not limited to the costs of pre-breeding treatment, palpation, ultrasound, insemination, post-breeding flushes, medication and hormonal manipulation with the understanding that the mare being used has been cultured and found to be 'clean' prior to insemination with the stallion I have selected above.
4. I, \_\_\_\_\_, have contracted \_\_\_\_\_ (Treating Veterinarian) to breed \_\_\_\_\_ (Donor Mare) and agree to pay any and all fees associated with breeding.
5. I, \_\_\_\_\_, (Embryo Purchaser) have contracted \_\_\_\_\_ (Embryo Transfer Veterinarian) for the retrieval and transfer costs of any and all embryos from the Donor Mare to the contracted medium or storage facility. The cost and fees of implantation of \_\_\_\_\_ (Donor Mare)'s embryo to \_\_\_\_\_ (Recipient Mare) is the responsibility of and subject to the agreement between the Embryo Purchaser and \_\_\_\_\_ (Recipient Mare Veterinarian). I also am fully aware of the costs and agree to pay these practitioners for their services and for the use of \_\_\_\_\_ (Recipient Mare) during her pregnancy with this embryo. The Embryo Purchaser will provide copies of all written agreements and/or contracts to the Donor Mare Owner as part of this Embryo Sale Contract.

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## Fees

The Embryo Purchaser agrees to pay all collection, shipping and packaging fees as stipulated within this Embryo Sale Contract to the appropriate practitioner. If in the process of transferring any embryo(s) from the donor mare and the subsequent examinations of the recipient mare(s) no embryo(s) have survived a right of return will exist for the following breeding cycle in 2009 for the Embryo Purchaser. (see Conditions below for details)

1. A single embryo from \_\_\_\_\_ (Donor Mare) is being purchased for the fee of USD\$ \_\_\_\_\_ from \_\_\_\_\_ (Donor Mare Owner). The Embryo Purchaser agrees to pay the Embryo Sale fee 10 days in advance of any breeding date with the understanding that this agreement is not finalized and binding until such funds are declared available to the Donor Mare Owner by their financial institution.
2. In addition to that fee, the following will apply if more than a single embryo is flushed from the donor mare:
  - A. For each additional embryo that survives 30 days within a recipient mare, the Embryo Purchaser agrees to pay the Breeding Fee to the Owner/Farm of the stallion that is being used for breeding the Donor Mare and an additional Embryo Fee will be paid in full to the Donor Mare Owner at that time.

**Embryo Purchaser Initials:** \_\_\_\_\_

B. An Embryo Sale Agreement will apply for all successfully implanted embryo(s) that are viewed by the veterinarian at 30 days post breeding. Each resulting embryo is considered a separate entity and all registration and recording material will be handled as such by the Stallion Owner, Donor Mare Owner and Embryo Purchaser.

*Embryo Purchaser Initials:* \_\_\_\_\_

C. If any resulting embryos are cryogenically stored the Purchaser agrees to pay the Breeding Fee to the appropriate Stallion Owner and Donor Mare Owner when the embryo is successfully implanted within the Recipient Mare during the subsequent 30-day examination. Any financial responsibility for the viability and maintenance of these embryos is the sole responsibility of the Embryo Purchaser.

*Embryo Purchaser Initials:* \_\_\_\_\_

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## Conditions

1. The Embryo Purchaser agrees to submit a signed statement from the Recipient Mare's Veterinarian that states the results from any and all examinations and/or ultra-sound scans at the 30 Days post breeding.
2. The Embryo Purchaser also agrees to follow the guidelines stated within the Stallion Owner's Breeding Contract in regards to vaccination, preventative de-worming and routine care.
3. If the Embryo Purchaser does not comply with any instructions and/or conditions of a Live Foal Guarantee or Agreement, the Embryo Purchaser is entirely responsible for the outcome of the transferred embryo once it has been classified as healthy by the Recipient Mare's Veterinarian at 30 Days, this agreement shall be considered completed and finalized.
4. Each recipient mare must be recorded with the Donor Mare Owner and photographic images, descriptions and any registration affiliation will go into the Donor Mare Owner's recording file. If any DNA exists for the Recipient Mare(s), this information shall be given to the Donor Mare Owner prior to Embryo Transfer.
5. Any additional requirements or breeding fees are the sole responsibility of the Embryo Purchaser and are not transferable and/or to be assigned to another party.
6. The Embryo Purchaser agrees that the Recipient Mare scanned at 15 days post breeding, 18 days post breeding and 27-30 days post breeding to establish the health of the transferred embryo and inform the Donor Mare Owner within 12 hours of the Ultrasound examination.
7. Any subsequent examinations of the Recipient Mare are the sole responsibility of the Embryo Purchaser.

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## Return of Service

1. If the Embryo Purchaser does not inform the Donor Mare Owner of the status of the Embryo at 15 days, the Embryo Purchaser is aware of the risk that the Donor Mare may be bred to another stallion not of the Embryo Purchaser's choosing within 5-8 days. In the event the Embryo Purchaser fails to inform the Donor Mare Owner of the status of the Embryo within the Recipient Mare by 18 Days, the Embryo Purchaser forfeits the right to attempt another embryo transfer and this contract is null and void and all fees are forfeit.
2. If the embryo survives past 30 days but the Recipient Mare does not carry past 120 days, this contract is null and void.
3. If the Recipient Mare does not have a healthy foal, this contract is null and void and such an event is considered an "act of God" not the responsibility of the Donor Mare or Donor Mare Owner.

*Embryo Purchaser Signature:* \_\_\_\_\_

*Date:* \_\_\_\_\_

# Refund of Fees

This contract shall be null and void and the Purchaser shall be entitled to a full refund of any amount paid hereunder if the Donor Mare should die or become unfit for service prior to having an Embryo Transferred and classified as healthy at 30 Days in the Recipient Mare during the Present Breeding Season.

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## Warranty

The Donor Mare Owner is not responsible for lost, delayed, or damaged embryos and makes no representations or warranties of any kind with respect to any embryos furnished hereunder except that it is the Donor Mare's. ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE ARE HEREBY EXCLUDED.

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## Governing Law

This contract shall be governed by the laws of the Commonwealth of Pennsylvania and shall be binding upon the parties hereto and their personal representatives.

**In witness whereof, the Parties hereto have hereunto set their hands and seals:**

Donor Mare Owner:

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

Printed Name: \_\_\_\_\_

Embryo Purchaser:

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

Printed Name: \_\_\_\_\_

Donor Mare Treating Veterinarian:

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

Printed Name: \_\_\_\_\_

Recipient Mare's Veterinarian:

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

Printed Name: \_\_\_\_\_

Witness:

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

Printed Name: \_\_\_\_\_

Address & Telephone Number:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_