

**Kleinpeter & Cramer Equine Veterinary Services, LLC**  
**P. O. Box 145, 39088 La. Hwy. 42**  
**Prairieville, Louisiana 70769**  
**Telephone: 225-744-4671 Fax: 225-677-7259**  
**Email: info@kleinpetercramerequine.com**

**EMBRYO TRANSFER AGREEMENT**  
**(On-Site Donor)**

Kleinpeter & Cramer Equine Veterinary Services, LLC ("KCEVS") and the owner ("Owner") or owners ("Owner" and "Owner 2" – if two owners) of the Donor Mare identified below hereby agree as follows, effective upon execution hereof by KCEVS (the "Effective Date"):

**1. Definitions.**

Service Fee: \$1250                      Services Credit: \$2000  
Supplemental Fee: \$250                      Purchase Price: \$1350  
Mare Rental: \$2400                      Handling Charge: \$50  
Paddock Boarding: \$12.50 /day                      Stall Boarding: \$17.50 /day

**2. Embryo Transfer.** Commencing with Owner's delivery of the Donor Mare, through no later than December 1 of the year in which the Effective Date occurs ("Termination Date"), KCEVS 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 KCEVS.

**3. KCEVS Services and Fees.** Upon execution hereof, Owner shall pay to KCEVS 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 KCEVS 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 KCEVS, and a \$50.00 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 KCEVS 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 KCEVS 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 KCEVS of the attainment of 30 days' gestation. Owner shall return the Recipient Mare to KCEVS 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 KCEVS 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 KCEVS the boarding fee for the Donor Mare, and, commencing on the 31<sup>st</sup> day of gestation, Owner shall pay to KCEVS 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 KCEVS facilities after thirty (30) days of gestation. Commencing on, and at any time after the thirty-first (31<sup>st</sup>) day of gestation, KCEVS shall be entitled, in its discretion and for any reason, to request removal of the Mares from KCEVS facilities. Upon written request for removal from KCEVS, Owner shall make arrangements for removal of the Mares from KCEVS facilities. Owner shall provide three (3) business days' notice to KCEVS prior to removal of the Mares to allow for processing and paperwork. Owner shall pay to KCEVS 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 KCEVS 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 KCEVS shall be paid in full, and Owner hereby grants a security interest, and KCEVS hereby reserves a lien, in and to the Mares and the fetus for the amount of the fees and expense due KCEVS hereunder.

**6. Insurance; Release.** KCEVS recommends to Owner that Owner insure Donor Mare, Recipient Mare and the embryo against all losses and risks of every kind, nature and description. Owner hereby releases and shall indemnify and hold KCEVS 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. The Parties agree and understand that during the period that KCEVS 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 KCEVS the right and authority, based upon the independent judgment of KCEVS 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 KCEVS shall use its best efforts to perform the Services, KCEVS does not guarantee or warrant successful implantation, pregnancy or birth of a live foal. Owner specifically agrees that: (i) (a) if KCEVS 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 KCEVS 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 supercedes 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; and (iv) shall be governed by and construed in accordance with Louisiana law.

**10. Owner/Donor Mare Information**

Owner Name: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

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

Donor Mare Name: \_\_\_\_\_ Age: \_\_\_\_\_

Breed: \_\_\_\_\_ Registration No: \_\_\_\_\_

OWNER:

By: \_\_\_\_\_

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

KLEINPETER & CRAMER EQUINE VETERINARY SERVICES, LLC

By: \_\_\_\_\_

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

Effective Date: \_\_\_\_\_