

## 2018/19 Embryo Transfer Contract

This contract made on \_\_\_\_\_ 2018 by and between **Murray Veterinary Services**, hereinafter called **MVS** and (NAME) \_\_\_\_\_ hereinafter called **Owner**, both of whom are hereinafter called the **Parties**.

**MVS** is the business of equine embryo transfer and recipient mare leasing services.

**Owner** desires to enter a contract with MVS for such services

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

1. During the calendar year 2018 to March 2019, Owner will be entitled to 3 attempts to have an embryo(s) recovered from its mare, the Donor Mare, named \_\_\_\_\_ for a fee of **\$2923.38**. Such embryos can be shipped to MVS or recovered at MVS. MVS shall evaluate the embryo and if apparently healthy, insert the embryo into the uterus of suitable Recipient mares prepared and owned by MVS
2. Upon signing of this contract, Owner shall pay to MVS a one thousand dollars (**\$1000.00**) **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 on 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 for those mares until they are 45 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 and the care and medications immediately following the embryo transfer. Also included are the initial pregnancy exams conducted on the recipient mare until they are 30 days in foal. The fee is not transferable to another Donor mare and will be good from August 2018 through March 2019 regardless of the number or lack of embryos produced. The nomination fee for this donor mare is not transferable to another Owner.

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 2018/19.

MVS must have a completed, signed contract along with the Recipient mare guarantee form before the donor mare is flushed or embryo is transferred.

3. Recipient Pregnancy and Lease fee for each recipient mare is **two thousand five hundred dollars (\$2500)** Upon each recipient mare reaching 45 days of gestation with a viable pregnancy, Owner shall pay to MVS \$2500. **MVS shall start charging board and medication fees for the recipient mare after she reaches 45 days of gestation.** At MVS we firmly believe that embryo transfer recipients are safely in foal by 45 days of pregnancy and are ready to go home. We therefore encourage Owners to take the pregnant recipient home at this time although we can make arrangements to board them locally if necessary, charges will be incurred. Owner is responsible for and agrees to pay for any and all veterinary expenses of the recipient mare after 45 days gestation.
4. **Owner shall return each recipient mare in good health within 6 months of the foaling date.** However if Owner shall fail to return said mare, Owner agrees to pay MVS \$1000.
5. It is expected that each recipient mare will deliver a live foal (defined for this purpose as able to stand and nurse within 24 hours after birth). If the recipient mare loses the pregnancy after 45 days of gestation the

Owner will receive \$2000 credit towards future embryo transfer services using MVS recipient mares only. The recipient mare must be returned and a letter for the examining veterinarian stating findings at the time of loss must be presented for the credit to be issued. NO credit will be issued if the loss is due to an inheritable genetic defect such as lethal white syndrome. This credit is non transferrable to other veterinary services provided by MVS. The credit is applicable for embryo transfer and recipient mare guarantee only.

6. Owner agrees to contact MVS on the first day of the donor mare's heat and on the day of ovulation so that a suitable recipient mare can be provided. Owner also agrees to advise MVS on the proposed method and time of delivery of the embryo and if multiple ovulations are detected. Owner agrees to contact MVS on the day of embryo recovery and advise MVS of the results regardless of success or failure of embryo recovery. In the unlikely event that MVS fails to have a suitable recipient MVS will ship the embryo to the programme of the Owner's choice, and the Owner of the donor mare agrees to pay any extra cost that may be incurred as such.
7. MVS recommends to Owner that Owner insure the recipient mares and the embryos against all losses and risks of any kind, nature and description. Owner shall indemnify and holds MVS harmless with respect to said losses and risks.
8. All notices required by this contract shall be given as follows: if to MVS, then Murray Veterinary Services, P.O.Box 509, Pinjarra, Western Australia 6208; If to Owner then the address shown at the Owner's signature.
9. Owner understands and agrees that MVS is not responsible for the expense of transporting embryos or containers. Further Owner understands and agrees that MVS is not responsible for registration or blood typing of the resultant foal. In addition, if embryo transfer media is required to transport an embryo, MVS can provide it via courier delivery at a cost of fifty five dollars (\$55) plus shipping with prepayment by credit card.
10. Owner understands and agrees that many factors impact successful embryo recovery and or implantation, and that although MVS shall use its best efforts to perform the services required by this contract, MVS does not guarantee success of the procedures. If a transfer does not result in pregnancy, Owners damages shall be limited to MVS's continuing obligation to complete the same subject to the following limitations (all the Owners sole expense and risk):

If by March 2019, Owner is unable to recover an embryo from the Donor mare or a pregnancy fails to result from the transfer of an embryo into a recipient mare, MVS or Owner shall have the right to declare this contract terminated. In such an event, Owner shall pay to MVS all sums due under this contract. There after the Parties shall have no obligations to one another.
11. MVS reserves the right to refuse or suspend service when the Owners account is past due.
12. It is specifically understood and agreed between the Parties that **prior** to the transporting of the recipient mares from MVS all charges and services rendered in the contract should be paid in full. No recipient mare shall be released without payment in full. Further by filing this contract along with a detailed itemisation of the unpaid charges owed to MVS by Owner, MVS shall have a possessory lien on the recipient mare and the foetus.
13. With regard to the transportation of the recipient mare, 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 MVS by Owner prior to the discharge of recipient mare to allow for processing of mares paperwork. All recipient mares shall be picked up and delivered during regular business opening hours.



- 14. 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 the document.
- 15. 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

\_\_\_\_\_  
Owners Signature

\_\_\_\_\_  
Authorised representative of MVS

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

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

Owners Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

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

Recipient Mare Details

Recipient Mare Name:

Brand:

Breed:

Age:

Weight at Discharge:

Kg

## Payment Options

Please select one of the following options (please tick)

1.  **Cheque/cash/direct deposit to bank account**

- Payment to be **made in full** at time of invoicing or at time of discharge of Recipient mare from hospital

2.  **Credit card payment**

- By providing credit card details I allow Murray Veterinary Services to process my **payment in full** at time of invoicing or at discharge of Recipient mare from Murray Veterinary Services

**Credit Card details**    **Visa / Mastercard**

**Card Name:** \_\_\_\_\_

**Card Number:** \_\_\_\_\_

**Expiry Date:** \_\_\_\_\_ / \_\_\_\_\_

**Cvv:** \_\_\_\_\_

3.  **6 Month interest Free credit terms to pay the account off in instalments**

- If payment cannot be made in full at the time of invoicing or discharge from hospital then credit may be applied for. Credit provided by Zip pay or Zip Money
- Transfer your outstanding invoice balance to Zip Pay or Zip Money for an easy and convenient way to pay off your account
- Choose from either weekly, fortnightly or monthly repayments
- For invoices under \$1000 Use Zip pay, there is no establishment fee and minimum monthly repayments \$40. This account is completely interest free.
- For accounts over \$ 1000 use Zip Money. An establishment fee applies and minimum monthly repayments will vary with account balance. Interest will be charged after the initial 6month interest fee period on any remaining balance
- For Terms and conditions or more information visit [www.zip.co/help](http://www.zip.co/help)

By signing below, I agree to Murray Veterinary Services Payment and Credit terms and agree to pay the account in full on receipt of invoice or discharge of my animal from Murray Veterinary Services or transfer the account balance to the credit facility provided by Zip Pay Zip Money

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