



2021 Embryo Transfer Contract

14280 S 38th Street
Vicksburg, MI 49097
269-823-8816 call or text

This contract made on _____, 2021, by and between Raise The Bar Performance Horses, LLC hereinafter called "RTB", and _____, hereinafter called "Owner", both of whom are hereafter called the "Parties".

RTB is offering services of leasing their recipient mares for embryo transfer services that will be done at Raise The Bar Performance Horses. Owner desires to enter a contract with RTB for such services. Therefore, both Parties agree as follows:

1. Upon signing of this contract, Owner shall pay to RTB a **non-refundable/non-transferable deposit of \$750**. This fee is used to maintain and monitor suitable recipient mares and reserves a mare for the Owners donor mare.
2. Owner agrees to pay RTB **\$350 per estrous cycle to manage the donor mare** if being bred to a RTB owned stallion. This charge will be **\$400 if an outside stallion is being used**. An additional \$100 will be charged if RTB has to order Counter to Counter semen shipment and pick up semen at the airport.
3. Owner will be charged standard breeding fees for uterine treatment and any non-routine therapy deemed necessary for proper breeding management of Donor Mare. This includes but is not limited to; uterine culture/biopsy, uterine lavage, intrauterine antibiotic treatments, staples in vulva (temporary caslicks procedure), etc.
4. Owner agrees to pay RTB the following board rates for Donor Mare:
 - a. \$15/day for dry mares
 - b. \$20/day for wet mares (foal at side)
 - c. \$25/day for a mare with special needs
5. Upon each recipient mare reaching 30 days of gestation with a viable pregnancy from Donor Mare, Owner shall pay a **pregnancy fee/recipient lease fee of \$2,000**. RTB shall start charging board fees for the pregnant recipient mare(s) starting on day 31 of gestation at the rate of \$15.00 per day. The Owner may transport the recipient mare any time after she reaches 30 days of gestation. RTB requests a **minimum of 2 business days' notice when picking up recipient mare for processing**.
6. Owner agrees to be financially responsible for veterinary expenses and farrier work of the recipient mare after 30 days of gestation.

7. Owner shall return each recipient mare to RTB in good health within 6 months following foaling or by December 1st of the foaling year. **If recipient mare is returned in poor condition the Owner agrees to pay \$750.** If Owner is unable to so-return the recipient mare due to the death of the mare, Owner agrees to pay RTB **\$1,000** and to supply RTB with a letter from the examining veterinarian stating finding at the time of the death of the recipient mare. **If Owner fails to return the recipient mare for any other reason Owner agrees to pay RTB \$1,500.**
8. It is guaranteed that each recipient mare will deliver a live foal (defined as able to stand and nurse within 24 hours after birth). If, after 30 days gestation, a Recipient Mare loses the pregnancy, or the Recipient Mare does not produce a foal that stands and nurses, the Owner will receive **\$1,000 credit** towards future services. The guarantee is subject to the following stipulations:
 - a. The Recipient Mare must be returned with a veterinary certification that a live foal (standing and nursing) was not obtained within 30 days of the pregnancy loss.
 - b. If the Recipient Mare was discharged on Regumate or some form of progesterone supplementation, the letter must show proof that the mare was still receiving this supplement or include lab analysis of serum progesterone of Recipient Mare being above 4 ng/ml.
 - c. If the Recipient Mare's failure to carry to term was due to an Act of God, or sub-quality management practices and/or negligence on the part of the Donor Mare Owner/Lessee, this credit provision becomes null and void.
 - d. No credit will be issued if loss is due to an inherited genetic defect such as lethal white syndrome.
 - e. **Failure to attend foaling voids guarantee.**
9. Owner agrees to place a **valid credit card** on file with RTB for payment of fees in this contract.
10. Owner understands and agrees that many factors influence a successful embryo recovery and/or implantation and that although RTB shall use their best efforts to perform the services required by this contract, RTB does not guarantee success of the procedures. If RTB is unable to recover and embryo or if transfer does not result in a pregnancy, Owner or RTB shall have the right to declare this contract terminated. In such circumstances, Owner shall pay RTB all fees due under this contract and arrange for transportation of Donor Mare to Owner (at Owner's sole expense and risk).
11. RTB reserves the right to refuse or suspend services at any time when the Owner's account is past due.
12. Owner agrees that prior to transporting of the Recipient Mare and/or Donor Mare from RTB, all charges for services rendered in this contract shall be paid in full. Furthermore, RTB shall have a possessory lien on the Donor Mare as well as the Recipient Mare and the fetus if there is a remaining unpaid balance.

- 13.** Two business days' notice must be provided to RTB by Owner prior to discharge of Donor or Recipient Mare to allow for processing of mares and paperwork. Owner must pay for and arrange for transportation of Donor and Recipient Mare. All risk of loss shall be borne by Owner.
- 14.** All notices required by this contract shall be given as follows:
- a.** RTB: Raise the Bar Perf Horses, LLC 14280 S 38th Street, Vicksburg, MI 49097
 - b.** Owner: Owner's address shown at Owner's signature.
- 15.** For all purposes, this contract shall be deemed to be negotiated, made and signed in Kalamazoo County, Michigan and the laws of Michigan shall apply. Any litigation regarding this contract shall occur in Kalamazoo County, Michigan.
- 16.** 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.

_____ **Date:** _____
Owner's Signature

_____ **Date:** _____
Authorized Representative of RTB

Raise the Bar Performance Horses, LLC
14280 S 38th Street Vicksburg, MI 49097 * 269-823-8816 * Call or Text
www.rtbperformancehorses.com