

# CSU/ERL Embryo Transfer Contract 2009 Breeding Season



## DONOR MARE INFORMATION

Registered Name: \_\_\_\_\_  
 Barn Name: \_\_\_\_\_  
 Breed: \_\_\_\_\_ Age: \_\_\_\_\_  
 Registration No.: \_\_\_\_\_ Color: \_\_\_\_\_  
 Insurance Agency: \_\_\_\_\_  
 Insurance Contact Information: \_\_\_\_\_  
 \_\_\_\_\_

## OWNER INFORMATION

**Owner:** \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Phone No.: \_\_\_\_\_ Home  
 \_\_\_\_\_ Cell  
 \_\_\_\_\_ Fax  
 Email address: \_\_\_\_\_

### Agent/Additional contact for reproductive procedures:

Name: \_\_\_\_\_  
 Phone No.: \_\_\_\_\_ Home  
 \_\_\_\_\_ Cell  
 Email address: \_\_\_\_\_

In case of an emergency, please provide us with a **secondary contact** name that can authorize veterinary medical or surgical treatment.

Name: \_\_\_\_\_  
 Phone No.: \_\_\_\_\_ Home  
 \_\_\_\_\_ Cell

## BOARD CARE

- \$17.00/day **regular**  
 \$ 4.00/day additional **enhanced** – includes grooming, owner provided supplements, turnout, and blanketing with owner provided blankets.

\*Wet mare board is \$2.00 additional per day

**ANY ENTRY FEE IS DUE AT SIGNING OF THIS CONTRACT AND IS NON-TRANSFERRABLE AND NON-REFUNDABLE**

### Services (please check any appropriate box):

1.  Entry fee, in-house, per cycle \$ 600.00
2.  Entry fee, shipped, per cycle \$ 350.00
3.  Outpatient embryo flush \$ 300.00
4.  Embryo transfer fee \$ 300.00
5.  Embryo freezing fee \$ 300.00
6.  Pregnancy service fee \$ 2,000.00
7.  Recipient board
  - Pasture/paddock (standard) \$ 10.00/day
  - Stall (optional) \$17.00/day
8.  Return recipient fee (see below) \$ 400.00
9. Recipient(s) will be leased directly from Abraham Equine, Inc., Canadian, TX under a separate contract.

## EXPLANATION OF SERVICES

1. **Entry fee for in-house services** includes transrectal palpation, ultrasonography, insemination, hCG or deslorelin administration to induce ovulation, prostaglandin administration to short cycle the Donor Mare, and embryo collection (flush) for one cycle.
2. **Entry fee for shipped embryos** ensures availability of a synchronized recipient in the event that an embryo is recovered from a Donor Mare managed off-site.
3. **Outpatient ET service** includes embryo collection (flush) and prostaglandin administration.
4. **Embryo transfer fee** includes non-surgical transfer into a recipient mare, progesterone administration through day 35, and ultrasound pregnancy examinations at days 12, 16, 25 and 35. Transfer fee will be applied to all in-house, shipped and outpatient embryo transfers.
5. **Embryo freezing fees** are applied to each embryo cryopreserved; monthly storage fee is not included.
6. **Pregnancy Fee** - Donor Mare Owner must pay a \$2,000.00 fee for each recipient mare confirmed to be pregnant at 35 days.
7. **Recipient(s) will be transferred to Donor Mare Owner's** name at 35 days gestation. Board and daily progesterone charges will be assessed from that day forth.
8. **Recipients will be leased** by Donor Mare Owner directly from **Abraham Equine, Inc.**, beginning at day 35 under a separate contract with Abraham Equine, Inc.
9. **Returned Recipient Fee** of \$ 400.00 will be assessed at time of drop-off if the recipient mare is returned to CSU/ERL after weaning the foal instead of Abraham Equine, Inc., Canadian, Texas.

**Please list Stallions in order of preference. Actual order of use may vary with availability of stallion or semen.**

Stallion 1: \_\_\_\_\_ Number of ET pregnancies desired: \_\_\_\_\_  
Contact: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Stallion 2: \_\_\_\_\_ Number of ET pregnancies desired: \_\_\_\_\_  
Contact: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Stallion 3: \_\_\_\_\_ Number of ET pregnancies desired: \_\_\_\_\_  
Contact: \_\_\_\_\_ Phone No.: \_\_\_\_\_

**HEALTH CONSIDERATIONS**

Prior to transport to CSU/ERL, we require mares to be vaccinated against Eastern and Western Equine Encephalitis, Tetanus, Rhinopneumonitis, Influenza, West Nile Virus, Equine Viral Arteritis, and Strangles (*Streptococcus equi*). Please note if any additional vaccinations need to be given upon arrival at CSU/ERL. Please fill in the following information to help us in managing your mare. We require disclosure of any medical conditions that could affect management of the mare before acceptance of the mare in this program.

**HEALTH CONSIDERATIONS & TREATMENTS**

Medical Problems: \_\_\_\_\_

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

Current Treatments: \_\_\_\_\_

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

Management Considerations: \_\_\_\_\_

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

**FEED**

Hay type and quantity: \_\_\_\_\_

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

Grain type and quantity: \_\_\_\_\_

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

Supplements: \_\_\_\_\_

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

The standard diet at CSU/ERL is grass and/or alfalfa hay and SafeChoice (Nutrena).

**FARRIER SERVICES**

Mare's feet will be trimmed or shod at regular intervals by our farrier at CSU/ERL. Please note any special instructions and/or contact numbers for our farrier.

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

## TERMS AND CONDITIONS

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the Board of Governors of the Colorado State University System, acting by and through Colorado State University, for the use and benefit of the College of Veterinary Medicine and Biomedical Sciences, Equine Reproduction Laboratory (hereafter referred to as CSU/ERL), and the Donor Mare Owner identified on p.1 above. CSU/ERL agrees to attempt embryo recovery from Donor Mare identified on p.1 and/or transfer embryos considered suitable into the reproductive tract of a synchronized recipient mare.

1. The person signing this 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. The Donor Mare Owner represents that they are the lawful owner of any frozen semen used in procedures, and if not, the Donor Mare Owner will provide CSU/ERL with contact information for the lawful owner. The signatory shall be fully responsible for all charges incurred under this Contract and shall indemnify, defend and hold harmless CSU/ERL from any and all claims, of every kind and nature, arising as a result of or in connection with this Contract (including any claim that such person lacked the right or authority to execute this Contract on behalf of the true owner). All references in this Contract to the Donor Mare Owner shall be deemed binding upon the person signing this Contract and the owner of the Donor Mare (hereinafter, individually and collectively referred to as the Donor Mare Owner).
2. Donor Mare Owner agrees that during the period CSU/ERL is in possession of the Donor Mare, good equine practice may suggest and/or require the Donor Mare be vaccinated, dewormed, and feet trimmed or shod. Therefore, during the term of this Contract, the Donor Mare Owner hereby grants to CSU/ERL the right and authority, based upon its independent judgment, to administer **routine preventative medicine** and to have the Donor Mare trimmed or shod at any time by a farrier selected by CSU/ERL. The Donor Mare Owner shall pay/reimburse CSU/ERL for the cost thereof upon invoice as set forth in section 6 below.
3. The Donor Mare Owner hereby releases and shall **indemnify and hold CSU/ERL harmless** from any claim, demand or loss arising from any disease, injury or death to the Donor Mare and/or foal and/or pregnant recipient mare and/or *in utero* foal arising out of any undertaking by CSU/ERL under the terms of this provision. Further, the Donor Mare Owner shall exonerate, protect, indemnify, defend, and hold harmless CSU/ERL, and its Lessor(s) of the mare(s), from and against any and all liabilities, expenses, claims, fines, penalties, costs, attorneys fees, and damages of every kind (including, without limitation, those arising out of or attributed, directly or indirectly, to or resulting from any and all negligent acts or omissions of the Donor Mare Owner, or of any person while the mare(s) are under the Donor Mare Owner's possession or control, whether caused by the sole negligent acts or omissions of Lessee or by the concurrent negligent acts or omissions of Lessee), arising out of or attributed, directly or indirectly, to the use, possession, transportation (except for transportation, delivery and pick up by CSU/ERL or Lessor), condition, or storage of the mares, irrespective of the legal theory upon which any such claim or suit may be based. This indemnification shall extend to the successors and assigns of CSU/ERL and CSU/ERL's Lessor. **WARNING:** Under Colorado Law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to section 13-21-119, Colorado Revised Statutes.
4. The Donor Mare Owner agrees to pay all **veterinary fees associated with routine care** of the pregnant recipient and the preparation (e.g. Coggins test, health certificate and brand inspection) for departure after 35 days of pregnancy. Donor Mare Owner is encouraged to pick up recipient mares after 35 days of gestation. If a recipient mare loses her pregnancy after 35 days of gestation, the Donor Mare Owner will receive a \$1,000.00 refund from CSU/ERL. The Donor Mare Owner must submit a notice signed by a veterinarian confirming the pregnancy loss to the ERL within 30 days of loss to be eligible for the refund.
5. CSU/ERL currently acquires all recipient mares from Abraham Equine, Inc., Canadian, Texas. Donor Mare Owner agrees to **lease the pregnant recipient mare(s) carrying embryos from the Donor Mare directly from Abraham Equine, Inc.**, beginning at day 35 of pregnancy. Note: a separate lease contract from Abraham Equine, Inc. is required.
6. Donor Mare Owner agrees to pay all charges associated with **shipment of semen and/or embryos** to the Equine Reproduction Laboratory. The Donor Mare Owner also agrees to pay any express mail/courier/airline shipping charges, courier service charges, and return freight charges.
7. Donor Mare Owner agrees to pay all charges associated with any **frozen embryos**. For all frozen embryos a storage fee of \$25.00 a month for up to 4 embryos from said Donor Mare, will be charged every October and April. Billing will begin the month after the embryo has been frozen. Bills will be generated in April and again in October of every year. CSU/ERL will attempt to maintain storage costs at current prices. CSU/ERL reserves the right to adjust prices accordingly as material costs increase. Donor Mare owner will be notified of price increases in writing. Donor Mare Owner agrees to provide the registered name of the stallion for each embryo.

8. Donor Mare Owner is responsible for any **costs related to semen used for the Donor Mare**. The Donor Mare Owner is responsible for the cost and/or disposition of and remaining frozen semen at the end of the season (September 1) to include the cost of returning any unused semen, storing unused semen at \$25/month for up to 250 straws, or destroying any unused semen.

- a.  Disposal of unused semen
- b.  Agree to pay to return unused semen to original location
- c.  Agree to pay for storage at \$25/month per 250 straws

When invoices for frozen semen and/or embryos are not paid to CSU/ERL through two billing cycles, a certified letter will be sent to Donor Mare Owner requesting that semen/embryo billing is brought current. Stallion semen and/or embryos will be destroyed 30 days from date of certified letter, whether or not received/accepted by Donor Mare Owner, if account is not paid in full.

9. Donor Mare Owner agrees to **pay all charges in full** before removing the pregnant recipient(s) or Donor Mare. At least one-week notice must be given prior to departure of the donor and/or pregnant recipient mares to allow preparation of required paperwork. The Donor Mare Owner is required to make transportation arrangements for pregnant recipients between the hours of 8 am to 5 pm Monday through Friday, unless previous arrangements have been made well in advance. Pregnant recipient mares must be removed from CSU/ERL by the fifth month of gestation.
10. **Donor or recipient mares will not be released if insufficient notice is given or the bill is not paid prior to departure.**
11. All invoice **balances are payable within 30 days of monthly or final invoice**. AFTER 30 DAYS FROM BILLING DATE, A \$25.00 HANDLING FEE AND INTEREST OF 1.5% PER MONTH ON THE OUTSTANDING BALANCE WILL BE ASSESSED. Colorado State University reserves the right to refuse or suspend service when any of the Donor Mare Owner's accounts with CSU are past due. The Donor Mare Owner agrees to pay all costs and reasonable attorney fees incurred by CSU/ERL in attempting to collect any outstanding balance. The Donor Mare Owner acknowledges lien rights of CSU pursuant to C.R.S. 38-20-203 and hereby irrevocably grants a lien as described therein to CSU/ERL for purposes of securing payment on Donor Mare Owner's account(s).
12. Donor Mare Owner is responsible for any **insurance** desired on the Donor Mare and/or pregnant recipient and/or *in utero* foal. CSU/ERL does not provide insurance.
13. Donor Mare Owner is responsible for **parentage testing** of any embryo transfer foal.
14. Donor Mare Owner is responsible for all **Breed Registry rules and regulations** including, but not limited to, brand inspections required by law. Donor Mare Owner shall promptly furnish proof of ownership, breed registry and brand inspection upon request by CSU/ERL.
15. If at any time CSU/ERL determines, in its sole judgment and discretion, that the Donor Mare or any Recipient Mare needs to be **transferred to the Veterinary Teaching Hospital** for medical or surgical treatment, the Donor Mare owner is responsible for all charges. These charges are to be billed separately by the VTH and must be paid in full before the animal can be returned back to the Equine Reproduction Laboratory. CSU/ERL will make reasonable efforts to contact Donor Mare Owner in the event that such transfer is required; however, if Donor Mare Owner cannot be immediately reached, Donor Mare Owner hereby authorizes CSU/ERL to initiate such transfer, care and treatment.
16. This **contract is non-transferable**. If the Mare is sold, all unpaid fees become immediately due and payable and no refunds will be made. This Contract is subject to the laws of the State of Colorado.
17. The **Recipient Mare is to be returned to Abraham Equine, Inc., Canadian, TX**, after the foal is weaned. A \$ 400.00 fee will be assessed at time of drop-off if the mare is returned to CSU/ERL. This fee will cover board while the returned Recipient Mare is at CSU/ERL and the subsequent transport to Abraham Equine, Inc.
18. CSU/ERL reserves the **right to discontinue service** at its discretion and to terminate this Contract upon 10 days notice to the Donor Mare Owner.
19. Each party agrees to **comply with all applicable federal, state and local laws, codes, regulations, rules, and orders**. This Contract shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the District Court in and for The City of Fort Collins and County of Larimer, Colorado. If it is determined that a brand inspection ticket is required in order to authorize any transfer or transport of animals under this Contract, Donor Mare Owner hereby authorizes and appoints CSU/ERL to execute any required documents on Donor Mare Owner's behalf.
20. The Donor Mare Owner will be **considered in default** of its obligations under this Contract if the Donor Mare Owner fails to remit any payment within 30 days after invoice or otherwise fails to observe, to comply with, or to perform any term, condition, or covenant contained in this Contract and such failure continues for 10 days after CSU gives the Donor Mare Owner written notice thereof. In the event of default by the Donor Mare Owner, CSU/ERL may terminate this Contract as of the date specified in the notice, without prejudice to any other right or relief provided by law. Jurisdiction and venue for any action to enforce this Contract, or for damages or any other relief arising from or in connection with it, shall lie exclusively in the District Court in and for the County of Larimer, State of Colorado.
21. This **Contract constitutes the entire Contract** between the parties and supersedes any previous contracts, understandings, or Contracts of the parties, whether oral or written, concerning the subject matter of this Contract. No services other than those expressly stated in this Contract will be provided by CSU without an express, written and signed amendment to this Contract.



## FEE SCHEDULE – 2009 SEASON

These are a few of the services offered at CSU/ERL. Information about additional services and prices are available.

### Embryo Transfer Services (contract)

In-House Entry Fee (1 cycle)	\$ 600.00
Shipped Transfer Entry Fee (1 cycle)	\$ 350.00
Outpatient Embryo Collection	\$ 300.00
Transfer of Embryo	\$ 300.00
Embryo Freezing	\$ 300.00
Pregnancy Fee at Day 35	\$ 2,000.00
Frozen Embryo Storage	\$ 25.00/month for 4 embryos
Lease Recipient	Directly from Abraham Equine, Inc.

### Medical Services

Palpation and Ultrasound	\$ 35.00/exam (included in contract)
Hormone Treatments	
Prostaglandin	\$ 21.00/treatment (included in contract)
Human Chorionic Gonadotropin (hCG)	\$ 21.00/ treatment (included in contract)
Deslorelin	\$ 35.00/ treatment (included in contract)
Uterine Therapy	
Uterine Lavage	\$ 37.00/treatment
Intrauterine Antibiotics	\$ 32.00/treatment
Oxytocin Treatment (per day)	\$ 15.00/treatment
Uterine Culture and Sensitivity	\$ 50.00
Uterine Cytology	\$ 26.00
Uterine Biopsy	\$ 50.00

### Daily Board and Farrier Services

Mare Board	\$ 17.00/day
Enhanced Mare Board	\$ 21.00/day
Recipient Mare Board (after 35 days)	\$ 10.00/day pasture/paddock
	\$ 17.00/day stall
Recipient mare progesterone therapy (after day 35)	\$ 4.00/day
Basic Shoeing	\$ 125.00
Trim	\$ 50.00

### Miscellaneous Services

Brand Inspection	\$ 16.00
Coggins Test	\$ 20.00
Health Certificate	\$ 26.00
Return of Recipients to Texas (if dropped off in Colorado)	\$ 400.00