



Embryo Transfer Breeding Agreement
20_____ Breeding Season

DONOR MARE INFORMATION

Registered Name: _____

Barn Name: _____

Registration No.: _____

Breed: _____ Age: _____ Color: _____ Brands/Tattoos: _____

Insured? Yes No Agency: _____

Insurance Contact Information:

OWNER INFORMATION

Owner: _____

Owner Address: _____

Phone number: _____ -Home
 _____ -Cell
 _____ -Fax

Email Address: _____

Secondary Contact that can **Authorize** veterinary medical/surgical care in case of EMERGENCY:

Phone number: _____ -Home
 _____ -Cell

RESPONSIBLE PARTY (IF DIFFERENT FROM MARE OWNER)

AGENT LEASEE OTHER

Name: _____

Address: _____

Phone number: _____ -Home
 _____ -Cell
 _____ -Fax

Email Address: _____

Phone #: _____ -Home
 _____ -Cell
 _____ -Fax

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DONOR MARE: _____ Barn Name: _____

CHOOSE DESIRED SERVICES:

- In House Management Donor Mare (\$800.00/cycle)*
*Does NOT include transfer fee for collected embryo(s)
- Outpatient Embryo Collection (\$500.00/flush)**
**Does NOT include transfer fee for collected embryo(s)
- Shipment of Embryo(s) to BR for Transfer (\$300.00)
- Embryo Vitrification (\$300.00/session)
- Management of Donor Mare Owner's own Recipient Mare(s) (\$500.00 per mare per cycle)

CHOOSE BOARD RATE:

- Mare Motel (\$16/day)-long term (i.e. >7 days) only
- Barn Stall (\$18/day)
- Mare w/Foal at Side (\$22/day)

EXPLANATION OF SERVICES

- 1. In House Management of Donor Mare Services** includes transrectal palpation/ultrasonography, insemination, ovulation inducing drug administration (e.g. hCG or deslorelin or histrelin), return of equitainer (one per cycle when applicable), prostaglandin administration to short cycle the Donor Mare, and embryo collection flush for **ONE cycle**.
- 2. Outpatient Embryo Collection Services** includes **ONE** embryo collection flush and prostaglandin administration.
- 3. Shipment of Embryo(s) to BR Service** includes non-surgical transfer of shipped embryo(s) into Recipient Mare(s) for **EACH** embryo for **ONE shipment**.
- 4. Embryo Vitrification Services** include processing of embryo(s) with cryoprotectants for "freezing"/storage in liquid nitrogen. Separate charges apply for warming/transfer of embryo and long-term storage.
- 5. Management of Donor Mare Owner's own Recipient Mare(s) Services** includes transrectal palpation/ultrasonography, ovulation inducing drug administration (e.g. hCG or deslorelin or histrelin), prostaglandin administration to short cycle Recipient Mare, in attempt to synchronize with Donor Mare of **ONE cycle**.
***DOES NOT guarantee synchronization** will be achieved and BR staff reserve right to transfer any collected embryo(s) from Donor Mare into the uterus deemed more likely to achieve pregnancy based on synchronization and results of transrectal palpation/ultrasonography at the time of transfer whether this is the Donor Mare Owner's own Recipient Mare or a BR Recipient Mare.

Please list all selected stallion(s) for the breeding season

Stallion #1: _____

Contact: _____ Phone: _____

Stallion #2: _____

Contact: _____ Phone: _____

Stallion #3: _____

Contact: _____ Phone: _____

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DONOR MARE: _____ Barn Name: _____

MARE HEALTH CONSIDERATIONS

Please list the vaccination history of the mare and/or vaccines that still need to be administered while the mare is at BR:

Eastern & Western Equine Encephalitis _____ Tetanus _____

Rhinopneumonitis (Herpes) _____ Influenza _____

West Nile _____ Rabies _____

Strangles (Streptococcus equi) & other Misc.: _____

Other (e.g. Equine Arteritis Virus, Botulism, etc.) _____

Current Coggins (must provide copy) REQUIRED for mares staying at BR >3 days at a time

MANAGING YOUR MARE

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 mare before acceptance into breeding program.

<p>FEED</p> <p>Hay type & Quantity</p> <ul style="list-style-type: none"> • AM: _____ • PM: _____ <p>*Grain type & Quantity</p> <ul style="list-style-type: none"> • AM: _____ • PM: _____ <p>*Supplements:</p> <ul style="list-style-type: none"> • _____ • _____ • _____ <p>BR offers Bermuda Grass and/or Alfalfa hays <i>*Feeding grain or supplements supplied and prepared by owner is included in board. All grain/supplements supplied by BR or requiring BR veterinary staff to feed is subject to additional fees.</i></p>	<p>HEALTH CONSIDERATIONS & TREATMENTS</p> <p>Medical Problems:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Current Treatments:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Management Considerations:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Farrier Services if necessary:</p> <p>Name of Farrier: _____</p> <p>Phone: _____</p>
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DONOR MARE EMBRYO COLLECTION AGREEMENT

This Donor Mare Embryo Collection Agreement (the "Agreement") is entered into this _____ day of _____, 20____, by and between Rogers Bandalero Ranch and associated personnel (hereafter referred to as "BR"), and the Mare Owner/Authorized Agent/Lessor or other person(s) identified as financially responsible for the mare as identified on the intake sheet accompanying this Agreement (the "Responsible Party"). BR agrees to provide the services selected on page 2 of the intake sheet by the Mare Owner/Authorized Agent/Lessor (referred to herein as the "Responsible Party") executing this Agreement above.

1. **AUTHORITY.** The person signing this Agreement represents and warrants that he/she is the true and lawful owner of the above listed mare, or if not the owner, then has actual authority to act as owner's agent for purposes of entering into this Agreement, and to make any and all decisions. The signatory shall be fully responsible for all charges incurred under this Agreement and shall indemnify, and defend and hold harmless BR from any and all claims, of every kind and nature, arising as a result of or in connection with this Agreement (including any claim that such person lacked the right or authority to execute this Agreement on behalf of the true owner).
2. **STANDARD OF CARE.** Responsible Party agrees that during the period BR is in possession of the mare, good equine practice may suggest and/or require that mare be vaccinated, dewormed, and feet trimmed or shod. Therefore, during the term of this Agreement, the Responsible Party hereby grants to BR the right and authority, based upon its independent judgment, to administer **routine preventative medicine** and to have the mare trimmed or shod at any time by a farrier selected by BR. The Responsible Party shall pay/reimburse BR for the cost thereof upon invoicing as set forth herein.
3. **RELEASE & INDEMNITY.** The Responsible Party on behalf of himself, any minors he may bring to the BR facility, and his family, heirs and successors acknowledges and agrees that (i) horse related activity involves inherent risk of bodily harm, injury, or death; (ii) the Responsible Party is willing and able to accept these risks; (iii) the Responsible Party agrees to hold the BR and/or the property owner harmless from any liability resulting therefrom; and (iv) the Responsible Party shall fully and forever indemnify BR from the same. Responsible Party further releases and agrees to hold the BR, their agents, servants, employees, assigns, successors in interest, and/or the BR Facility's underlying property owner (collectively "BR Indemnitees") harmless from and for any liability for any sickness, disease, death, loss, or injury which may be caused or suffered by Responsible Party's horse(s) which are the subject of this Agreement or for any other cause of action whatsoever arising out of or in any way connected with the BR's care for the animals at BR's Facility or transport of the same contemplated herein or arising out of this Agreement. Responsible Party expressly acknowledges that BR does not carry any insurance on Responsible Party's horse(s). BR recommends that Responsible Party carry all types of insurance necessary to cover any such risks borne by Responsible Party per this clause. Furthermore, Responsible Party shall indemnify and defend BR Indemnitees from and against any and all liabilities, expenses, claims, fines, penalties, costs, attorney's 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 BR Indemnitees arising out of the terms contained herein, and satisfy any judgement entered against BR Indemnitees for the same.
4. **SETTLEMENT OF ACCOUNTS.** Responsible Party shall **pay all charges in full** before departure of the mare from the BR facility, regardless of outcome of breeding and flushing of Donor Mare in accordance with the fee schedule attached hereto and incorporated herein by reference. Responsible Party shall pay all **costs related to medications**

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necessary to facilitate procedures/use of Donor Mare, facilitate transfer of embryo from Donor Mare as recommended by BR. These costs are NOT included in Management Price services.

5. **DEPARTURE.** At least one-week advance notice must be given prior to departure of the mare to allow preparation of required paperwork. The Responsible Party is required to make transportation arrangements for the mare between the hours of 9:00 am to 5:00 pm Monday through Friday, unless previous arrangements have been made well in advance. **Mare(s) will not be released if insufficient notice is given or the account is not settled prior to departure.**
6. **LATE FEES & REMEDIES.** All invoice **balances are payable within 30 days of monthly or final invoice.** AFTER THIRTY (30) DAYS FROM BILLING DATE, A \$25.00 HANDLING FEE AND INTEREST OF 1.5% PER MONTH ON THE OUTSTANDING BALANCE SHALL BE APPLIED. The Responsible Party will be **considered in default** of its obligations under this Agreement if the Responsible Party fails to remit any payment **within thirty (30) days** after invoice or otherwise fails to observe, comply with, or to perform any term, condition, or covenant contained in this Agreement and such failure continues for ten (10) days after BR gives the Responsible Party written notice thereof. In the event of default by the Responsible Party, BR may terminate this Agreement as of the date specified in the notice, without prejudice to any other right or relief provided by law. BR reserves the right to refuse or suspend service when any of the Responsible Party's accounts with BR are past due. **RESPONSIBLE PARTY EXPRESSLY AGREES** that BR shall not be obligated to retain and/or maintain the mare if amount(s) owed have not been paid in excess of forty-five (45) days after BR has sent notice of delinquent payment to Responsible Party's address via certified mail without a response. **RESPONSIBLE PARTY EXPRESSLY WAIVES** the statutory process for prosecuting an agister's lien under A.R.S. § 3-1295, and hereby agrees that if after forty-five (45) days from the time BR has sent notice of delinquent payment to Responsible Party's address via certified mail regardless of whether the Responsible Party accepts and confirms receipt of the certified letter, and Responsible Party has not satisfied the debt, then BR is free to deem its statutory lien on the mare perfected without court order and shall thereafter be the legal owner of the mare. In the event BR takes title to the mare as described; this Agreement shall constitute a bill of sale and authorization to process transfer applications for any breed registration associated with the mare upon sworn affidavit by BR's representatives setting forth the material facts of the default and perfection of the lien as set forth in this Agreement. The Responsible Party agrees to pay all costs and reasonable attorneys' fees incurred by BR in attempting to collect any outstanding balance or to enforce this provision.
7. **INSURANCE.** Responsible Party is responsible for **obtaining and paying for any insurance** desired on the Mare and/or foal and/or *in utero* foal. BR does not provide insurance.
8. **DNA TESTING.** Responsible Party is responsible for **parentage testing** of any foal successfully born from Donor Mare.
9. **INDUSTRY REGULATIONS.** Responsible Party is responsible for all **breed registry rules and regulations** including, but not limited to, brand inspections required by law. Responsible Party shall promptly furnish proof of ownership and/or lease agreement, breed registry and brand inspection upon request by BR.
10. **EMERGENCY CARE.** If at any time BR determines, in its sole judgment and discretion, that the mare needs to be **transferred to a referral veterinary hospital** ("Referral Hospital") for medical or surgical treatment, the Responsible Party is responsible for all charges incurred. These charges will be billed separately by the Referral Hospital and must be paid in full before the animal can be returned back to BR. BR will make reasonable efforts

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to contact Responsible Party in the event that such transfer is required; however, if Responsible Party (or any authorized secondary parties) cannot be immediately reached, Responsible Party hereby authorizes BR to initiate such transfer, care and treatment.

- 11. **NO ASSIGNMENT.** This **Agreement is non-transferable.** If the mare is sold, all unpaid fees become immediately due and payable and no refunds will be made.
- 12. **EARLY TERMINATION.** BR reserves the **right to discontinue service** at its discretion and to terminate this Agreement upon ten (10) days' advance written notice to the Responsible Party.
- 13. **CHOICE OF LAW, COMPLIANCE, & VENUE.** Each party agrees to **comply with all applicable federal, state, and local laws, codes, regulations, rules, and orders.** This Agreement shall be governed by the laws of the State of Arizona, and any legal action concerning the provisions hereof shall be brought in the District Court in Pima County, Arizona.
- 14. **TEMPORARY AUTHORITY.** If it is determined that a brand inspection ticket is required in order to authorize any transfer or transport of animals under this Agreement, Responsible Party hereby authorizes and appoints BR to execute any required documents on Responsible Party's behalf.
- 15. **ENTIRE AGREEMENT.** This **Agreement constitutes the entire Agreement** between the parties and supersedes any previous agreements, understandings, or agreements of the parties, whether oral or written, concerning the subject matter of this Agreement. No services other than those set forth in this Agreement will be provided by BR without an express, written, and signed amendment to this Agreement.

By signing below, I, Responsible Party acknowledge and agree to comply with the terms and conditions contained herein. Further, I authorize BR to act as temporary agent on my behalf pursuant to the Emergency Care provision above should the Mare require emergency medical or surgical treatment and I authorize the release of medical and/or financial information from the treatment center in such an event to BR.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year set forth first and above.

Signature of Donor Mare Owner/Agent

Signature of Rogers Bandalero Ranch Authorized Representative Agent

Print Name

APPROVED: _____ DATE: _____