

CSU/ERL ASSISTED REPRODUCTION AGREEMENT

2020

Today's date:	**Please include a copy of the mare's registration papers when returning this contact		
MARE INFORMATION			
Registered Name:	Breed:	Registration No:	
Barn Name:		Color:	
Is Your Horse Insured? <input type="checkbox"/> Yes <input type="checkbox"/> No	Insurance Agency & Contact No:	Type Of Insurance:	Birth date/Age:

MARE OWNER INFORMATION				
Owner Name:		Email Address:		
Address:	City:	State:	ZIP Code:	
Primary Phone:	<input type="checkbox"/> Mobile <input type="checkbox"/> Home <input type="checkbox"/> Business		Agent Name:	
Secondary Phone:	<input type="checkbox"/> Mobile <input type="checkbox"/> Home <input type="checkbox"/> Business		Agent Phone:	
**In case of an emergency please provide us with a secondary contact name and number of a person that can authorize veterinary medical or surgical treatment.			Name:	
			Ph:	
Billing Options: <input type="checkbox"/> Traditional Mail <input type="checkbox"/> Email Billing Email: _____				
Primary Contact for Reproductive Procedures: Email: _____ Ph: _____				
Responsible Financial Party (if different from above): Email: _____ Ph: _____				

SERVICES OFFERED			
Services Desired:	<p>1. <input type="checkbox"/> ICSI (<i>Intracytoplasmic Sperm Injection</i>) I prefer embryos produced by ICSI to be transferred into:</p> <p style="margin-left: 40px;"> <input type="checkbox"/> CSU/ERL Mare Service Managed Recipient Mare (<i>uterine transfer</i>) <input type="checkbox"/> Auto Transfer (<i>uterine transfer back into Donor Mare</i>) <input type="checkbox"/> Shipment of embryo to*: _____ <i>*Copy of embryo transfer agreement/confirmation must be returned to CSU/ERL</i> Contact Name & Phone Number: _____ </p> <p style="margin-left: 40px;"><input type="checkbox"/> Client Provided Recipient Mare</p> <p>2. <input type="checkbox"/> Shipped Ovaries 3. <input type="checkbox"/> Shipped Oocytes 4. <input type="checkbox"/> Embryo Cryopreservation (<i>storage fees apply</i>) 5. <input type="checkbox"/> Frozen Semen Storage (<i>fees apply and separate contract is required</i>)</p>		
Contact Information: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> ART Services & Donor Mares: Dr. Jennifer Hatzel (970) 491-8626 jenn.hatzel@colostate.edu </td> <td style="width: 50%; border: none; text-align: right;"> Recipient Mares Brittany Palmer (970) 491-8626 brittany.palmer@colostate.edu </td> </tr> </table>		ART Services & Donor Mares: Dr. Jennifer Hatzel (970) 491-8626 jenn.hatzel@colostate.edu	Recipient Mares Brittany Palmer (970) 491-8626 brittany.palmer@colostate.edu
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STALLION INFORMATION

Please list stallions in order of preference. Actual order of use will be determined by number of desired pregnancies, availability, quality of semen and pending pregnancies. ****Please include a copy of the completed stallion service contract.**

Stallion 1:	Pregnancies Desired:
Contact:	Phone No:
Stallion 2:	Pregnancies Desired:
Contact:	Phone No:
Stallion 3:	Pregnancies Desired:
Contact:	Phone No:

HEALTH & MANAGEMENT

Prior to arrival at the CSU/ERL, we require horses to be vaccinated for the following diseases. Please note at least one of the following: 1) approximate date of last vaccination or 2) vaccines needed upon arrival or 3) vaccines you do not want given. If no vaccination history is provided, animals will be vaccinated upon arrival at Owner's expense. **Please include most recent vaccination dates below.**

Eastern & Western Equine Encephalitis	(Date)	FARRIER SERVICES Trimming or shoeing will be performed as needed or as requested. Please note any special instructions and/or contact phone numbers for a farrier to call for specific instructions. Farrier services will be billed directly by the farrier to the mare owner. <u>Prepayment will be required.</u> Trim Full Shoe Half Shoe Other: Last Farrier Date:
Tetanus	(Date)	
Influenza	(Date)	
Rhinopneumonitis	(Date)	
West Nile	(Date)	
Rabies	(Date)	
Current Negative Coggins (w/ in 12 mo.)	(Date)	
Last Deworming (Type/Brand):	(Date)	
Equine Viral Arteritis (optional)	(Date)	
Strangles (<i>Streptococcus equi.</i>) (optional)	(Date)	

HEALTH & MANAGEMENT (attach additional sheet if needed)

Please provide the following information to help us manage your animal. We require disclosure of any medical conditions that could affect management of the animal before acceptance in this program.

Medical Problems:	Current Treatments:
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FEED INSTRUCTIONS (attach additional sheet if needed)

Please provide quantities as measured in pounds (lbs). All forage and concentrate are weighed prior to each feeding. The standard diet at CSU/ERL is grass and/or alfalfa hay and a balanced concentrate.

Hay Type & Quantity:	Grain Type & Quantity:
Supplements & Quantity:	Special Instructions:

TERMS AND CONDITIONS

This agreement ("Contract") is entered into this _____ day of _____, 2020, 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 page 1 above. CSU/ERL agrees to attempt oocyte recovery from donor mare and/or transfer oocytes or embryos determined suitable by CSU/ERL into the reproductive tract of a synchronized recipient mare (managed by CSU/ERL Mare Services) or ship embryos to an outside embryo transfer facility arranged by Mare Owner (see Section 4 below).

1. The person signing this Contract represents and warrants that he/she/it is the **true and lawful owner** of the donor mare or recipient mare listed on page 1, 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. Mare Owner represents that they are the lawful owner of any frozen semen used in procedures and, if not, the Client 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 Client shall be deemed binding upon the person signing this Contract and the owner of the mare listed on page 1 (hereinafter, individually and collectively referred to as the Client).
2. Client agrees that during the period CSU/ERL is in possession of the Donor Mare and/or foal, good equine practice may suggest and/or require the Donor Mare and/or foal 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 and/or foal trimmed or shod at any time by a farrier selected by CSU/ERL. The Donor Mare Owner will be billed directly by farrier for all farrier services.
3. The Client 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 mare and/or pregnant recipient mare and/or *in utero* foal arising out of any undertaking by CSU/ERL under the terms of this Contract. Further, Client shall exonerate, protect, indemnify, defend, and hold harmless CSU/ERL and Rocky Mountain Equine, LLC (hereafter referred to as RME), lessor of the recipient mare(s), from and against any and all liabilities, expenses, claims, fines, penalties, costs, attorney 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 Client, or of any person while the mare(s) are under Client's possession or control, whether caused by the sole negligent acts or omissions of Client or by the concurrent negligent acts or omissions of Client), arising out of or attributed, directly or indirectly, to the use, possession, transportation (except for transportation, delivery and pick up by CSU/ERL or RME), condition, or storage of the mares or semen, 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 RME. **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.
 - a. The Client hereby releases and shall indemnify and hold CSU/ERL harmless from any claim, demand or loss arising from transport or transport regulations. Client is responsible for knowledge and adherence to guidelines for intrastate, interstate, and/or international movement or export of mare/pregnant recipient/foal/stallion/embryo/oocyte/semen. CSU/ERL or RME does not screen recipients for previous disease exposure or vaccinations (e.g., antibody titers). Client shall exonerate, protect, indemnify, defend, and hold harmless CSU/ERL and RME from any and all liabilities, expenses, claims, fines, penalties, costs, attorney fees, and damages of every kind associated with vaccinations and recent or previous exposure to disease and their impact on transportation.
4. **For Donor Mares Managed at CSU/ERL:**
 - a. Client agrees to pay all charges associated with shipment of semen and/or embryos to or from the CSU/ERL. The Client also agrees to pay any express mail/courier/airline shipping charges, courier service charges and return freight charges.
 - b. Client agrees to provide completed contract or confirmation of embryo transfer agreement if embryos are to be shipped to outside facility for transfer.

- c. Client agrees to pay all charges associated with any **cryopreserved (frozen) embryos**.
- d. Client is responsible for the cost, disposition and/or storage of cryopreserved embryos remaining at the end of the season (September) which shall include the cost of returning any unused embryos, storing unused embryos, or destroying any unused embryos. Please indicate desired disposition of unused embryos:
 - Agree to pay for storage
 - Agree to pay to transport embryos to another site
 - Disposal of unused embryos
- e. The Client understands and acknowledges that CSU/ERL does not insure stored or shipped embryos, and the **purchase of insurance for the embryo is the sole responsibility of the Client**.
- f. CSU/ERL shall take reasonable efforts to maintain the frozen embryos in proper storage conditions pursuant to this Contract, with proper care, handling and protection according to reasonable standards and practices of the equine industry. The Client agrees to assume all responsibility for the frozen embryos and shall bear all risk of loss or damage to the frozen embryos, whether by loss, infection, theft or otherwise and by any cause whatsoever, and agrees to hold CSU/ERL (or any person employed by or associated with CSU/ERL) harmless on any and all damages associated therewith.
- g. Storage fees will be billed monthly to Client's account. When invoices for frozen embryos are not paid to CSU/ERL through six billing cycles, a certified letter will be sent to Client requesting that embryo billing is brought current. Embryos will be destroyed 30 days from date of certified letter, whether or not received/accepted by Client, if account is not paid in full. CSU/ERL will attempt to maintain storage costs at current prices. CSU/ERL reserves the right to adjust prices accordingly as material costs increase or storage procedure changes. Client will be notified of price increases in writing.
- h. Client agrees to pay all charges associated with shipment of semen to the CSU/ERL. The Client also agrees to pay any express mail courier/airline shipping charges, courier service charges, and return freight charges. CSU/ERL does not insure semen stored at CSU/ERL or shipped from CSU/ERL. The Client or semen owner must obtain insurance through a certified insurer and/or arrange and pay for insurance through the shipper.
- i. Client is responsible for the cost, disposition and/or storage of frozen semen remaining at the end of the season (September) which shall include the cost of returning, destroying or storing any unused semen (see Freezing and Storage Contract and Fee Schedule). **Client is responsible for any costs related to semen used for the donor mare**. If an arrangement is made through the stallion/semen owner to provide limited semen for reproductive procedures, CSU/ERL must have written verification of the arrangement, and the stallion/semen owner must complete a Freezing and Storage Contract for semen storage at CSU/ERL.
- j. Client agrees to **pay all charges in full** before removing the pregnant recipient(s) or donor mare, frozen embryos or frozen semen. At least one-week notice must be given prior to departure of the donor and/or pregnant recipient mares and/or frozen embryos/semen to allow preparation of required paperwork. The Client is required to make transportation arrangements for donor mare and pregnant recipients between the standard business hours of 7:30 am to 4:30 pm Monday through Friday. An After-Hours Fee will be charged to the Client when the donor or recipient mares arrive or leave CSU/ERL during hours outside of the standard business hours.

5. Embryos Transferred into CSU/ERL Mare Service Recipient Mares:

- a. Client agrees to pay all fees associated with pregnancy and, if applicable, lease of the recipient mare. A **pregnancy fee of \$2,350** will be applied to Client's account at day 35 for each pregnant recipient mare. If applicable, a total lease fee of \$1,800 (includes \$500 deposit) will be added to Client's account at day 35 of gestation. Client will be responsible for 50% of the recipient lease fee if the pregnancy is lost after day 60 of gestation.
- b. A **\$300 live foal insurance option** is available for the recipient mare. This provides the Client with the use of a recipient mare in the following breeding season, without incurring a recipient lease fee (deposit is still required), should the current recipient mare fail to carry her foal to term and give birth to a live foal that is able to stand and nurse. The Client must submit a notice signed by a licensed veterinarian confirming the pregnancy loss to the ERL within **10 days of loss** to be eligible to take advantage of this option. This option will be offered by letter to the Client after pregnancy is confirmed (day 25) and the signed letter must be returned before mare discharge. **If insurance is accepted, the \$300 fee must be paid at time of acceptance**. Live foal insurance, if chosen, begins after day 35 and all fees must be paid.
- c. **Live Foal Guarantee:** In the event a recipient mare loses her pregnancy after 35 days or the newborn foal fails to stand and nurse, the Client will receive a \$1,000.00 credit from CSU/ERL. This credit is good for use in the current breeding season or the next breeding season. The Client must submit a notice signed by a licensed veterinarian confirming the pregnancy loss to the ERL within 10 days of loss to be eligible for the credit. Credit only applies if embryo is transferred into CSU/ERL managed recipient mare.

- d. Client agrees to return recipient mare after weaning and no later than December 31 of the foaling year directly to RME or CSU/ERL. If recipient mare is **NOT** returned to CSU or RME, the \$500 refund of deposit will be null and void. If recipient mare should die under the care of the Client, a fee of **\$1,500** will be payable to RME. If recipient mare is alive but does not return by December 31 of the foaling year, the Client will be charged **\$1,500** by RME with the assumption that the Client has elected to purchase the recipient mare from RME.
 - e. Recipient mare is the property of RME, and the Client is leasing the mare for her surrogate services. Therefore, it is unlawful for anyone other than RME to sell the mare. If the Client elects to sell his/her embryo while in utero, or offspring on the side of the recipient mare, they must first purchase the mare from RME. The mare can be purchased for an additional **\$1,500** and the \$500 refund of deposit will be null and void. If the mare is then returned in good condition, by either Client or new owner, RME will buy the mare back for \$500.
 - f. The Client agrees to pay all **veterinary fees associated with routine care** of the pregnant recipient after **day 16 of gestation** and the preparation (e.g. Coggins test, health certificate and brand inspection) for departure after 35 days of pregnancy. See Fee Schedule attached and incorporated herein. Client is encouraged to pick up recipient mares after 35 days of gestation.
6. **Donor or recipient mares will not be released if insufficient notice is given or the bill is not paid prior to departure.** Invoices will be sent each for each month that the donor mare and recipient are at CSU/ERL. 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 Client's accounts with CSU is past due. The Client agrees to pay all costs and reasonable attorney fees incurred by CSU/ERL in attempting to collect any outstanding balance. The Client 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 Client's account(s).
 7. Client is responsible for providing and paying for any **insurance** desired on the donor mare and/or pregnant recipient mare and/or *in utero* foal and/or frozen semen or embryos. CSU/ERL **does not** provide insurance.
 8. Client is responsible for parentage testing of any foal produced by ICSI or oocyte transfer. By signing this Contract, the Client recognizes and accepts that some inherent risk with respect to parentage is realized with these procedures and releases and holds CSU/ERL harmless from any and all claims, demands and causes of action relating to the procedures undertaken pursuant to this Contract.
 9. Client is responsible for fulfilling all **Breed Registry rules and regulations** including, but not limited to, brand inspections required by law. Client shall promptly furnish proof of ownership, breed registry and brand inspection upon request by CSU/ERL.
 10. 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 (VTH)** for medical or surgical treatment, the Client is responsible for all charges. These charges will 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 Client in the event that such transfer is required; however, if Client cannot be immediately reached, Client hereby authorizes CSU/ERL to initiate such transfer, care and treatment.
 11. **This Contract is non-transferable.** If the donor or pregnant recipient mare is sold, all unpaid fees become immediately due and payable and no refunds will be made.
 12. CSU/ERL reserves the **right to discontinue service** at its discretion and to terminate this Contract upon 10 days written notice to Client.
 13. 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 Larimer County, 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, Client hereby authorizes and appoints CSU/ERL to execute any required documents on Client's behalf.
 14. Client will be **considered in default** of its obligations under this Contract if Client fails to remit any payment within 30 days after invoice or fails to perform any term, condition, or covenant contained in this Contract and such failure continues for 10 days after written notice thereof. In the event of default by Client, CSU/ERL may terminate this

Contract as of the date specified in the notice, without prejudice to any other right or relief provided herein or 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 be in Larimer County District Court, State of Colorado.

15. This **Contract constitutes the entire understanding** between the parties and supersedes any previous contracts or understanding, 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.

By signing below, I acknowledge and agree to comply with the terms and conditions stated above. Further, I authorize CSU/ERL to act as temporary agent on my behalf pursuant to paragraph 10 above should the mare, her foal and/or pregnant recipient mare require emergency medical or surgical treatment and I authorize the release of medical and/or financial information from the VTH to CSU/ERL.

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

Board of Governors of the Colorado State University System,
acting by and through Colorado State University

Signature of Client/Agent Date

APPROVED: _____ Date

Print Name

Signature of CSU/ERL Authorized Representative Agent

Address of Client/Agent

By: _____ Date

City, State Zip Code

Manager, Business Operations, ARBL/ERL/ETRC

Phone number of Client/Agent

Equine Reproduction Laboratory
Colorado State University
1693 Campus Delivery
Fort Collins, CO 80523-1693
Ph: (970) 491-8626 Fax: (970) 491-7005
erl@colostate.edu

E-mail address of Client/Agent

ART FEE SCHEDULE 2020

Board/Care	
Donor Mare	\$24 /day
Enhanced Care	\$5 /day
<i>(An additional daily rate that includes frequent turnout, grooming and time on the hot walker. Added at owner's request.)</i>	
Wet Mare (mare + foal)	\$25/day

Assisted Reproduction Services (cost per procedure unless otherwise noted)

Donor Mare Cycle Management Fee & Oocyte Collection Fee	\$900
Includes all transrectal palpations, ultrasonography exams, hormone administration and collection of oocytes – both pre-ovulatory, secondary and immature if applicable.	
ICSI & Embryo Maturation Fee (pre-ovulatory or immature) – <u>initial</u> session for injection of sperm into oocyte(s) & maturation of embryos produced. Also includes initial embryo transfer for <u>auto transfer mares.</u>	\$900
Additional ICSI Fee – when a second ICSI session is performed during a single cycle	\$300
Additional ICSI Stallion Fee - (per stallion) when sperm from more than one stallion is used per ICSI session	\$150
CREDIT – After three mare cycles with ICSI attempts on the same mare w/o an embryo produced for transfer a credit will be given per cycle. Once a pregnancy is established at 25 days, for subsequent pregnancies pricing returns to full amount	(\$450)
Embryo Cryopreservation (Freezing or Vitrification) per embryo	\$350
Frozen Embryo Storage Fee – requires storage contract (charge applied monthly up to 4 embryos)	\$25

Embryo Transfer

Autotransfer - transfer of an embryo back into donor mare's uterus, for a given cycle: *No charge for first transfer associated with a given cycle back into the donor mare's uterus. * Included above **Subsequent transfers, when using embryos from the same cycle, \$400 transfer fee will apply. ** \$400	
Transfer into Client owned recipient mare	\$400
Owner Recipient Mare Management - per cycle	\$250
Owner Recipient Mare Board – Stall \$24 /day, Wet Mare \$25 /day	

Shipped Ovary / Oocyte / Embryos

Oocyte Collection and Maturation Fee for collection & culture of oocytes from <u>ovaries</u> shipped to CSU/ERL	\$900
ICSI Fee – injection of sperm into oocytes from shipped ovaries or shipped oocytes (per session)	\$900
Additional ICSI Fee – when a second ICSI session is performed for a single shipment	\$300
Additional ICSI Stallion Fee (per stallion) when sperm from more than one stallion is used per ICSI session	\$150
Embryo Handling Fee – handling & packaging of ICSI-produced embryos for shipment	\$200
Shipping Charges and container insurance from Fed Ex, UPS or courier for shipment from/to CSU/ERL	\$Varies
<i>Note: Fees for embryo shipments include lease of container and container insurance but not insurance for contents. CSU/ERL does not insure content (oocytes/embryos). If the Client wants to insure the embryo through UPS/FedEx, arrangements must be made prior to the shipment with the front desk staff. Insurance for air shipments cannot be made through the courier and would be the sole responsibility of Client.</i>	

Embryo Transfer by CSU/ERL Mare Services – Contact the ERL Front Office for more information on service.

Transfer of ICSI Embryo – billed at transfer of embryo (per embryo)	\$250
Pregnancy Fee for 35-day pregnancies	\$2350
Recipient Lease & Deposit (\$500 deposit refundable upon return)	\$1800
Optional Live Foal Insurance	\$300
Recipient Buy-Out Fee (Death or Elective)	\$1500
Recipient Mare Board (after day 16 of pregnancy; includes Regumate therapy)	\$17 /day

Miscellaneous Services

Progesterone Assay	\$45
Brand Inspection	\$38
Coggins Test (AGID)	\$30
Health Certificate	\$27
Late Arrival or Departure of Mare/Ovaries/Oocytes when outside of standard business hours (7:30 am-4:30pm, Mon-Fri)	\$50-100
Shipping – Varies by service requested	\$TBD