

CSU/ERL EMBRYO TRANSFER AGREEMENT

2022

For office use:
 ET Contract # _____
 Date Rec'd: _____

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:

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:			

SERVICES DESIRED	
Services Desired:	<input type="checkbox"/> In House Management of Donor Mare <input type="checkbox"/> Shipment of Embryo(s) to CSU/ERL <input type="checkbox"/> Outpatient Embryo Collection/Transfer <input type="checkbox"/> Embryo Freezing <input type="checkbox"/> Mare Foaling Management <input type="checkbox"/> Transfer Vitrified/Frozen Embryo
Foaling Information:	In foal to: _____ Due Date: _____ Breeding Facility: _____
Board & Care:	<input type="checkbox"/> Daily Mare Board \$29 /day <input type="checkbox"/> Wet Mare Board \$31 /day <i>(Recipient mare board \$18 /day in paddock)</i>

EXPLANATION OF SERVICES

EMBRYO TRANSFER services will be available **February 10 – July 1**. After June 30, donor mare management will still be available, but any embryos recovered will require shipment to another facility of the owners' choice for transfer into a recipient mare or vitrified (frozen) for transfer in a subsequent year.

In-house and Shipped-In Embryo Fees are due at the signing of this contract and are non-refundable and non-transferrable. This prepaid fee will be applied to client account as a credit. Limited contracts are available for CSU managed recipient mares.

- In-house management** of donor mare includes transrectal palpation, ultrasonography, insemination, administration of one medication to induce ovulation, prostaglandin administration to short cycle, embryo collection (flush).
- Shipment of Embryo(s)** to CSU/ERL ensures availability of 1 recipient mare to receive shipped embryo (includes transfer) **only if notified on date of donor mare ovulation**.
- Outpatient Embryo Collection** includes embryo collection (flush), and prostaglandin administration.
- Transfer of Embryo** into CSU managed recipient mare or owner recipient mare.
- Pregnancy Fee** is applied to each pregnant CSU leased recipient mare at **35** days of gestation.
- Recipient(s) will be transferred to Donor Mare Owner's** account at **16** days gestation. Board and daily progesterone therapy (if needed) will be assessed from that day forth.
- Recipients will be leased** by Donor Mare Owner through CSU/ERL from Rocky Mountain Equine, LLC (RME).

STALLION INFORMATION

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

Stallion 1:	<input type="checkbox"/> ET	ET Pregnancies Desired:
Contact:		Phone No:
Stallion 2:	<input type="checkbox"/> ET	<input type="checkbox"/> Carry ET Pregnancies Desired:
Contact:		Phone No:
Stallion 3:	<input type="checkbox"/> ET	<input type="checkbox"/> Carry ET 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. Prepayment will be required. Trim Full Shoe Half Shoe Other Last Farrier Date: _____ <input type="checkbox"/> _____ (initial here) I am requesting NO FARRIER services to be performed on my mare. Must be checked and initialed.
Tetanus	(Date)	
Influenza	(Date)	
Rhinopneumonitis	(Date)	
West Nile	(Date)	
Rabies (recommended)	(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

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 / Prior Foaling History:	Current Treatments:
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FEED INSTRUCTIONS

Please provide quantities as measured in flakes. Concentrates are weighed prior to each feeding. The standard diet at CSU/ERL is grass or alfalfa hay and a balanced concentrate.

Hay Type & Quantity (Flakes):	Grain Type & Quantity (pounds):
Supplements & Quantity:	Special Instructions:

TERMS AND CONDITIONS

This agreement ("Contract") is entered into this _____ day of _____, 2022, 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 embryo recovery from Donor Mare identified on page 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 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 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 Contract. Further, the Donor Mare Owner 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'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 the Donor Mare Owner), or of any person while the recipient mare(s) are under the Donor Mare Owner's possession or control, whether caused by the sole negligent acts or omissions of Donor Mare Owner or by the concurrent negligent acts or omissions of Donor Mare Owner, 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, 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. Donor Mare Owner hereby releases and shall indemnify and hold CSU/ERL harmless from any claim, demand or loss arising from transport or transport regulations. Donor Mare Owner 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). Donor Mare Owner 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. The Donor Mare Owner agrees to pay any and all **veterinary or miscellaneous fees associated with care** of the pregnant recipient after day 16 of gestation through weaning of the foal and return of recipient mare. Donor Mare Owner also agrees to pay for all required departure documents (e.g. Coggins test, health certificate and brand inspection). See Fee Schedule attached and incorporated herein. Donor Mare Owner is encouraged to pick up recipient mares after 35 days of gestation.

5. Donor Mare Owner agrees to pay all charges associated with **shipment and storage of semen and/or embryos** to the Equine Reproduction Laboratory. See Embryo Transfer Service Fees on the attached Fee Schedule. The Donor Mare Owner also agrees to pay any express mail/courier/airline shipping charges, courier service charges, and return freight charges.
 - a. **EMBRYO TRANSFER** services will be available **February 10 – July 1**. After June 30, donor mare management will still be available, but any embryos produced will require shipment to another facility of the owners' choice for transfer into a recipient mare or vitrified (frozen) for transfer in a subsequent year. **Client agrees to complete and return signed contract along with initial Embryo Donor Management/Outpatient Embryo Collection/Shipped-In Embryo fee prior to start of service. This prepaid fee will be applied to client account as a credit.**
6. Donor Mare Owner agrees to pay all fees associated with pregnancy and lease of the recipient mare. A **pregnancy fee of \$2,500** will be applied to Donor Mare Owner's account at day 35 for each pregnant recipient mare. A total lease fee of \$1,800 (includes \$500 deposit) will be added to Donor Mare Owner's account at day 35 of gestation. Donor Mare Owner will be responsible for 50% of the recipient lease fee if the pregnancy is lost after day 60 of gestation.
7. A **\$300 live foal insurance option** is available for the recipient mare through RME. 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 Donor Mare Owner 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. Live foal insurance, if chosen, begins after day 35 and all fees must be paid.
8. *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 Donor Mare Owner 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 Donor Mare Owner 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.
9. Donor Mare Owner agrees to return recipient mare after weaning and no later than December 31 of the foaling year directly to RME. If Donor Mare Owner returns recipient mare to ERL instead of RME, Donor Mare Owner will incur **\$185 transportation and handling fee plus any board charges** while at the ERL until transportation can be arranged to RME. If recipient mare is **NOT** returned to RME, the \$500 refund of deposit will be null and void. If recipient mare should die under the care of the Donor Mare Owner, a fee of **\$1,500** will be payable to RME. A signed letter from attending veterinarian must be submitted to CSU ERL within 7 days of death. If recipient mare is alive but does not return by December 31 of the foaling year, the Donor Mare Owner will be charged **\$2,500** by RME with the assumption that the Donor Mare Owner has elected to purchase the recipient mare from RME.
10. Recipient mare is the property of RME, and the Donor Mare Owner is leasing the mare for her surrogate services. Therefore, it is unlawful for anyone other than RME to sell the mare. If the Donor Mare Owner 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 \$2,500 and the \$500 refund of deposit will be null and void. If the mare is then returned in good condition, by either original Donor Mare Owner or new owner, RME will buy the mare back for \$1000.
11. Donor Mare Owner 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:
 - a. Agree to pay for storage
 - b. Agree to pay to return/transport embryos to another site
 - c. Disposal of unused embryos
12. Beginning the first of the following month that embryos have been stored, storage fees will be applied. Storage fees will be billed monthly. When invoices for frozen embryos are not paid to CSU/ERL through six billing cycles, a certified letter will be sent to Donor Mare Owner requesting that embryo billing is brought current. 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. 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. Owner will be notified of price increases in writing.

13. CSU/ERL shall take reasonable efforts to maintain the frozen embryos in proper storage conditions pursuant to this agreement, with proper care, handling and protection according to reasonable standards and practices of the equine industry. The Donor Mare Owner 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.
14. Donor Mare Owner agrees to **pay all charges in full** before removing the frozen embryo, pregnant recipient(s) or Donor Mare. See Fee Schedule attached hereto. Donor or recipient mares will not be released if insufficient notice is given or the bill is not paid prior to departure. At least one-week advance notice must be given prior to removal of embryos, 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 7:30 am to 4:30 pm Monday through Friday, unless previous arrangements have been made well in advance.
15. 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).
16. Donor Mare Owner is responsible for **obtaining and paying for any insurance** desired on the Donor Mare and/or pregnant recipient and/or *in utero* foal and/or frozen semen stored and/or frozen embryos for Donor Mare. CSU/ERL **does not** provide insurance.
17. Donor Mare Owner is responsible for **parentage testing** of any embryo transfer foal.
18. 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.
19. 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 Donor Mare Owner is responsible for all charges incurred. **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 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.
20. 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.
21. CSU/ERL reserves the **right to discontinue service** at its discretion and to terminate this Contract upon 10 days' advance written/electronic notice to the Donor Mare Owner.
22. 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, Donor Mare Owner hereby authorizes and appoints CSU/ERL to execute any required documents on Donor Mare Owner's behalf.

EMBRYO TRANSFER FEE SCHEDULE 2022

In-house and Shipped-In Embryo Fees are due at the signing of this contract and are non-refundable and non-transferrable.

Board/Care

Daily Mare Board	\$29 /day (applies to donor and/or owner recipient)
Wet Mare Board (mare + foal)	\$31 /day (applies to donor and/or owner recipient)
Recipient Mare (CSU leased mare)	\$18 /day after day 16 (includes Regumate therapy)

Enhanced Care/Exercise – Additional fees will apply. Pricing will vary with type and frequency requested. Please contact our Mare Service Manager to request enhanced care or additional services for your mare.

Embryo Transfer & Foaling Services (Feb 1 – July 1)

Embryo Donor Management w/ Fresh or Cooled Semen	\$475 /cycle
Embryo Donor Management w/ Frozen Semen	\$575 /cycle
Owner Recipient Mare Management	\$275 /cycle (separate general mare service contract)
Non-breeding Cycle Management	\$300 /cycle
Shipped-In Embryo Fee	\$375 /cycle /embryo
Outpatient Embryo Collection	\$375
Embryo Transfer (into CSU or Owner Recip)	\$250
Embryo Freezing	\$350 /embryo
Frozen Embryo Storage	\$25 /month for up to 4 embryos
Warming & Transfer of Vitrified/Frozen Embryo	\$350 (Includes recipient mare synchronization & transfer of embryo)
Pregnancy Fee	\$2,500 /per pregnant recipient mare
Recipient Lease & Deposit	\$1,800 (\$500 deposit refundable upon return)
Recipient Buy-Out	\$2500 (Elective)
Live Foal Insurance	\$300 (optional)
Foaling Management (Jan 3 – July 1 only)	\$465

Includes video surveillance, Foaler® monitoring, milk calcium screening, NI testing, and colostrum evaluation on the mare. Also included are post-foaling deworming (ivermectin), routine umbilical cord care, administration of an enema, and evaluation of passive antibody transfer in the newborn foal. Owner/Agent agrees to pay veterinary fees and charges associated with additional, non-routine therapy deemed necessary for proper management of the pregnant, foaling or postpartum mare (e.g. oxytocin therapy, uterine lavage or other treatments for retained placenta, etc.) or the newborn foal (e.g. supplementation with additional colostrum and/or plasma, etc.)

Embryo Flush & Transfer (* Procedures are included in donor management contract pricing)

Ultrasound & Palpation*	\$60 /exam	Dystocia	\$Variable
Artificial Insemination*	\$65	Induction of Labor	\$180
Prostaglandin*	\$21 /treatment	Colostrum (frozen-thawed, includes NG tube)	\$93 /unit
Ovulatory Hormones*	\$55	Seramune® Oral IgG (equine antibody product, includes NG tube)	\$144 /unit
Oxytocin (per day)	\$15.50	Naso-gastric intubation (NG tube)	\$26
Uterine Lavage: Level I	\$73 /treatment	Plasma & Administration (includes catheter & administration set)	\$335/liter
Uterine Lavage: Level II	\$93 /treatment	Acetylcysteine enema (for meconium impaction)	\$38
Uterine Culture & Sensitivity	\$73	Sodium phosphate enema (Fleet® or similar)	\$7
Uterine Cytology	\$42	Equidone® (domperidone)	\$17 /dose (\$78 tube)
Uterine Biopsy	\$150	Additional IgG Test (1 st test is included)	\$31
Intrauterine Antibiotics	\$62 /treatment	Frozen Semen Handling Fee (at ERL arrival)	\$50

Miscellaneous Services

Daily Treatment Fee	\$5 /day (mare or foal; can vary on frequency of treatment)
Regumate Administration	\$5 /day
Progesterone Analysis	\$50
Brand Inspection	\$40
Coggins Test	\$35
Health Certificate	\$30 (Add'l horse on same certificate \$15)
Shipping – varies by service requested	\$TBD