

2017  
Transported Oocyte Contract for ICSI

This Contract made on \_\_\_\_\_, 20\_\_\_\_, by and between **Equine Medical Services, Inc.**, a Missouri Corporation, hereinafter called “**EMS**”, and \_\_\_\_\_, hereinafter called “**Owner**”, both of whom are hereinafter called the “**Parties**”.

**Recitals:**

**EMS** is in the business of embryo production from oocytes via ICSI (intracytoplasmic sperm injection). **Owner** desires to enter a contract with EMS for such services.

**Therefore, the Parties agree as follows:**

1. During the calendar year 2017, Owner will attempt to have an oocyte(s) recovered from its mare, the “Donor Mare”, named \_\_\_\_\_, and shipped to EMS. EMS shall mature the oocytes, evaluate them, and if apparently healthy, fertilize it (them) via ICSI in an attempt to produce embryos.

2. Owner agrees to pay EMS \$200 for oocyte culture and maturation per cycle, \$350 per ICSI session for sperm injection into mature oocytes, and \$1,000 for each blastocyst produced.

3. EMS will ship blastocysts for \$100 plus shipping expense to Owner’s veterinarian or embryo transfer facility for embryo transfer. EMS will also ship oocyte transport media to Owner’s veterinarian as needed for \$30 plus shipping expense.

4. Owner shall indemnify and hold EMS harmless with respect to said losses and risks.

5. All notices required by this Contract shall be given as follows: if to EMS, then, Equine Medical Services, Inc., 5851 Deer Park Road, Columbia, MO 65201-9751; if to Owner, then the address shown at Owner’s signature.

6. Owner understands and agrees that EMS is not responsible for the expense of transporting semen, oocytes, embryos or containers, and that Owner will pay these expenses. Further, Owner understands and agrees that EMS is not responsible for registration or blood-typing of the resultant foal.

7. Owner understands and agrees that many factors impact upon successful embryo production, transport, and/or establishment of pregnancy, and that although EMS shall use its best efforts to perform the services required by this Contract, EMS does not guarantee success of the procedures. If ICSI does not result in embryo production or pregnancy, Owner’s damages shall be limited to EMS’s continuing obligation to complete the same subject to the following limitations (all at the Owner’s sole expense and risk):

If by December 1, 2017, Owner is unable to recover an oocyte from the Donor Mare, a blastocyst is not produced, or a pregnancy fails to result from transfer of an embryo into a Recipient Mare, EMS or Owner shall have the right to declare this Contract terminated. In such an event, Owner shall pay to EMS all sums due under this Contract. Thereafter the Parties shall have no further obligations to one another.

8. Owner agrees to place a valid credit card on file with EMS for payment of the fees in this contract.

9. EMS reserves the right to refuse or suspend service when the Owner’s account is past due.

10. For all purposes, this Contract shall be deemed to be negotiated, made and signed in Boone County,

Missouri and the laws of Missouri shall control. At EMS's election, any litigation regarding the Contract shall occur in Boone County, Missouri.

11. This Contract is the final and complete agreement of the Parties and there are no other terms of the Parties in agreement other than those contained in this document.

12. 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.

Owner's Signature \_\_\_\_\_ Authorized Representative of EMS \_\_\_\_\_

Dated: \_\_\_\_\_ Dated: \_\_\_\_\_

Owner's Address \_\_\_\_\_

\_\_\_\_\_

Owner's Telephone \_\_\_\_\_ e-mail \_\_\_\_\_

M/C, Visa, or Discover \_\_\_\_\_ exp. date \_\_\_\_\_ CVV# \_\_\_\_\_  
(No American Express)

Billing Address (if different than above): \_\_\_\_\_

\_\_\_\_\_

Mare name \_\_\_\_\_

Breed \_\_\_\_\_ Age \_\_\_\_\_

Person to contact with questions or status of oocytes/embryos: \_\_\_\_\_

Telephone \_\_\_\_\_ e-mail \_\_\_\_\_

Name and address of facility receiving shipment of embryos from EMS:

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

Telephone \_\_\_\_\_ email \_\_\_\_\_