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ICSI Embryo Transfer Contract Texas Price Plan

***Fees applied on a step by step basis and due at time of services rendered.**

NO GUARANTEE, NO REFUNDS

This service agreement between In Foal, Inc. (IF) and _____ will begin on _____, 2019, and terminate at the end of that calendar year. In Foal, Inc. will be referred to as IF and _____ will be referred to as mare/embryo owner for the purpose of this agreement.

Mare _____ Breed _____ Age _____

Insurance Agent or Contact # _____.

Stallion(s) 1 _____ 2 _____ 3 _____

Mare owner will be responsible for all Stallion fees, airport and courier fees for semen if necessary. All stallions must have a current EVA negative status (equine viral arteritis).

Fee Schedule:

Service:	Fee:	Reference:
Aspiration	\$1000	If aspirating at In Foal, Inc. in Hemet, CA
Injection	\$650	
Embryo Fee	\$750	Per embryo
Transfer Fee	\$500	Per embryo
15 day positive pregnancy	\$2000	Per pregnancy
45 day positive pregnancy	\$1500	Per pregnancy
Recipient Mare Deposit	\$1500	Refunded when recipient mare is returned after weaning*
Altrenogest (progesterone)	\$275	Sent home with recip

***Please see below for recipient mare refund details**

****Recipient mares receive injectable progesterone each week to help maintain pregnancy. Recipient mares MUST stay on altrenogest up to their 120 day pregnancy date. Injections from 45 days thru 120 days will be sent home with the recipient mare. NO EXCEPTIONS.**

Payment Schedule:

Due at Submission of Contract: \$1650.00

-Aspiration fee (If applicable): \$1000

-Injection fee: \$650

Due at time of embryo transfer (per embryo): \$1250.00

-Embryo fee: \$750

-Transfer fee: \$500

Due at the 15 day positive pregnancy check(per pregnancy): \$2000.00

Due at the 45 day positive pregnancy check(per pregnancy): \$1500.00

Due at the 45 day positive pregnancy check(per recipient mare): \$1500.00

Due at the 45 day positive pregnancy check (per Altrenogest injection): \$275.00

Mare owner is responsible for board and progesterone after 45 days:

1. \$18.00/day for the recipient mare
2. \$25.00/week for progesterone

***Beginning January 2019, the recipient mare deposit fee will be \$1,500.00. Failure to returned the mare for any reason, will result in forfeiture of the deposit and an additional \$1500.00 payment will be due. Should you wish to return the recipient mare to In Foal after weaning, we will gladly return the recipient mare deposit as long as the recipient mare is healthy and reproductively sound. (In Foal reserves the right to withhold the recipient mare deposit should the recipient mare be deemed in unsuitable condition following veterinary inspection)**

We require a minimum 24 hour notice for pick up and drop off of horses. Please call or email our office with hauler information so that we can stay in contact the day of anticipated arrival/pick up.

Drop off/Pick up times for horses are as follows:

~Monday- Friday: 8am-6pm

~Saturday-Sunday: 8am to 4pm

If pick up or drop off times will differ, please contact the In Foal Staff as soon as possible for notification and confirmation.

A credit card authorization form will be on file with our office, which will allow IF to charge these payments to the mare owners credit card. If you do not wish to pay with a credit card, payment must be received by check with the arrival of the contracts or wire transfer can be arranged. Please call our office for more details regarding wire transfer. All overdue accounts will be charged 1 ½ % interest per month. A late fee of \$250.00 per month will be assessed on all accounts delinquent over 60 days.

Mortality insurance on the pregnancy is strongly recommended. In Foal, INC will not provide in-house insurance on any ICSI embryos resulting from the Texas Plan contract. Please contact us if you need help finding a provider for insurance.

Client understands and agrees that many factors impact the successful embryo production, transport, and/or establishment of pregnancy, and that In Foal, Inc. cannot guarantee or warrant success of the procedures or outcomes of ICSI or other procedures. Client is responsible for parentage testing of any foal produced by any embryos shipped by In Foal, Inc. Client acknowledges there is inherent risk with respect to parentage in connection with the services

and procedures provided by In Foal, Inc. and accepts responsibility for all results from such services and procedures. Client shall bear sole responsibility to insure or to self-insure against damage, loss, or injury including destruction or damage or loss to any oocytes or embryos, semen, or production of embryos with incorrect percentage not solely caused by the willful negligence or willful misconduct of In Foal, Inc.

In Foal, INC. MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WHATSOEVER INCLUDING FOR EXAMPLE ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FOR ANY RESULTS OF ANY SERVICE PROVIDED UNDER THIS AGREEMENT.

Except for any willful negligence or willful misconduct of In Foal, INC., CLIENT AGREES TO INDEMNIFY AND HOLD In Foal, INC. HARMLESS FOR ALL DEMANDS, CLAIMS, LOSSES, DAMAGES, AND EXPENSES ARISING OUT OF OR RELATED IN ANY WAY TO THIS AGREEMENT INCLUDING FOR EXAMPLE RELATED TO INCORRECT PARENTAGE, ANY ACCIDENT, DAMAGE, DISEASE OR DEATH TO ANY DONOR MARE, DONOR MARE'S FOAL, DONOR MARE'S PREGNANT RECIPIENT, AND ANY LOSS OR DAMAGE TO ANY OOCYTES, SPERM, EMBRYO, AND CELL. CLIENT AGREES In Foal, INC. SHALL IN NO EVENT, EVEN FOR WILLFUL NEGLIGENCE OR MISCONDUCT, BE RESPONSIBLE FOR CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, AND IN ANY EVENT THE MAXIMUM AMOUNT FOR WHICH IT SHALL BE RESPONSIBLE IS THE AMOUNT PAID BY CLIENT TO In Foal, INC. FOR ITS SERVICES.

This Agreement shall be binding upon the Parties and their respective heirs, personal representatives, successors and assigns, but shall not be transferred without the written agreement of all parties

Mare/Embryo Owner (print) _____ Date _____

Mare/Embryo Owner (signature) _____

Address _____ City _____ St _____ Zip _____

Phone _____ Fax _____

Email _____ CreditCard _____

CreditCard expiration date _____

IF _____ Date _____

