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**Richard L. Beck, D.V.M**

2004 Newberry Rd

Millsap, TX 76066

Office: 951-929-4533

Email: hosdok2@aol.com

[www.InFoal-inc.com](http://www.infoal-inc.com/)

**2024 Special Effort Frozen Semen Insemination Contract**

**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. 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.**

**In Foal , INC. will no longer split billing on horses or accounts. Any horses or accounts which have multiple owners will be billed to one owner ONLY. Clients will be responsible for splitting billing on their end once they receive their monthly statement. Any billing discrepancies need to be brought to the attention of In Foal within 30 days of statement date for correction \***

This service agreement between In Foal, Inc, (IF) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

will begin \_\_\_\_\_\_\_\_\_, 2024 and will terminate at the end of that calendar year. In Foal, Inc will be referred to as IF and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will be referred to as Embryo Owner for purposes of this agreement.

**Embryo to be transferred - Stallion Special Effort Mare\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Please see page 2 for fee schedule.**

**Fee Schedule:**

|  |  |
| --- | --- |
| Service: | Cost: |
| Frozen Semen Cycle Fee***Includes: follicle exams, ovulatory agents and insemination. Sedation is billed separately.***\*Charged each time we cycle your mare | $700.00 |
| Embryo Flush\* (If applicable) – Due on day of flush\*If mare will be carrying her own embryo this will not be charged. | $500.00 |
| Embryo Transfer Fee\* (If applicable) – Due on Day of transfer | $500.00 |
| Pregnancy Checks\*Charged per ultrasound. We scan mares at 12,15,20,25,35 and 45 days | $75/ultrasound |

\*If the Donor Mare will not be carrying her own embryo, Embryo Owner **MUST** have an embryo transfer contract completed and on file prior to the insemination of the Donor Mare. Failure to have completed paperwork may result in no recipient mare being available to receive embryo. If Embryo Owner wishes to use their own recipient mare, an Embryo Transfer Contract is still required to be on file. For further questions, please contact our office.

**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.**

**Release of Liability/Hold Harmless/Indemnification**

Client acknowledges the handling of mares and their foals, embryos, and stallion semen involve a broad range of inherent risk. Client agrees that InFoal, Inc. and its subsidiary and affiliated companies, as well as their respective officers, directors, shareholders, employees, agents, servants, representatives, and other contract personnel will not be responsible for accident, injury, sickness or death to the mare or her foal, the embryo produced by the ICSI procedure, the stallion’s semen used for the ICSI procedure, or Client or Client’s employees or representatives, or for any damage or injury caused by the recipient mare while in Client’s possession.

Client hereby waives, releases, and forever discharges InFoal, Inc. and its subsidiary and affiliated companies, as well as their respective officers, directors, shareholders, employees, agents, servants, representatives, and other contract personnel from and against any and all claims of liability which Client may have, including negligence, gross negligence, and strict liability, which arise or result from, or are in any way connected with the activities involved in the performance of this contract by InFoal, Inc. Client agrees to and shall indemnify and hold harmless InFoal, Inc.and its subsidiary and affiliated companies, as well as their respective officers, directors, shareholders, employees, agents, servants, representatives, and other contract personnelfrom and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney’s fees, for injury to or the death of the mare or foal, the embryo produced by the ICSI procedure, the stallion’s semen used for the ICSI procedure, Client or Client’s employees or representatives, or for any damage or injury caused by the recipient mare while in Client’s possession.

InFoal, Inc. makes no guarantee or warranty with regard to the marketability or fitness of a resulting foal.

Client agrees InFoal, Inc. shall not be responsible for the failure of a resulting foal to display the proper genetic parentage, whether due to the presentation of the incorrect mare at time of aspiration, the semen sample was misidentified or incorrect, the oocytes shipped to InFoal, Inc. for injection were incorrectly identified, or the ICSI embryo was incorrectly identified when transferred into the recipient mare.

Client agrees InFoal, Inc. shall not be responsible for the loss of any cells, biopsy, or the accuracy of subsequent laboratory procedures or results.

**Liquidated Damages**

Failure of Client to pay InFoal, Inc. the full and complete amount owed for

ICSI services within 60 days of due date shall result in transfer of ownership

of the embryo or embryos to InFoal, Inc. as liquidated damages.

**Termination of Service**

InFoal, Inc. reserves the right to terminate service at any time for failure to

pay timely, failure to present or misrepresentation of stallion contracts or

failure to communicate concerning account questions.

Client acknowledges that if any part of the required paperwork is missing at time of contract submission, if deposit is not paid and/or there is an issue with your stallion contracts, no work will be started on your mare until all documents and payments are in place. Board on mares begins on day of arrival to InFoal, Inc. Accounts must be paid in full before mares departure.

**NO EXCEPTIONS.**

This contract is entered into in Parker County, Texas and shall be performed at least in substantial part in Parker County, Texas. The substantive Laws of Texas, regardless of any choice of law provisions or caselaw, shall govern the enforcement and interpretation of this agreement. Any dispute shall be adjudicated in Parker County, Texas. Client agrees to pay InFoal, Inc. all of it’s attorney fees and costs to enforce this agreement, including but not limited to, collecting any unpaid balances due InFoal, Inc.

By signing this contract client agrees to the binding of parties on this contract. Contracts cannot be transferred without written and signed consent from all original parties.

WARNING: UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A FARM ANIMAL PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES.

 **Owner** (print) **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_**

 **Owner** (signature) **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City \_\_\_\_\_\_\_\_\_\_\_\_\_St \_\_\_\_\_\_\_\_ Zip \_\_\_\_\_**

**Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell \_\_\_\_\_\_\_\_\_\_\_\_ Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**In Foal Inc. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**