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2025 ICSI Contract

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

NO GUARANTEE, NO REFUNDS

In Foal , INC. does not 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 on _____, 2025, and terminate at the end of that calendar year.

Mare _____ Breed _____ Age _____

Insurance Agent or Contact # _____

Stallion # 1 _____

Contact name & phone number _____

Address: _____

Stallion #2 _____

Contact name & phone number _____

Address: _____

Stallion #3 _____

Contact name & phone number _____

Ship resulting embryos to: _____

Contact: _____ Phone #: _____

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	\$1250	If aspirating at In Foal, INC. Due at submission of contract
Injection (First Stallion)	\$750	Due at submission of contract
Additional Stallion(s)	\$300*	*Per additional stallion
Embryo Fee	\$1000	*Per embryo
Freeze:	\$500.00	*Per embryo. Covers freezing, thaw and first year of storage.
Courier Costs:	\$250 & Up	Courier Costs will result if embryo is being shipped to outside facility via counter to counter shipment.
Fed-Ex/UPS:	\$120.00 & Up	Fed-Ex Overnight if available at the embryo transfer facility of your choosing.
Counter to Counter Shipments:	\$120.00 & Up	Fees subject to change based on airline fees.
Annual Storage fee for frozen embryos:	\$100.00	Applied annually, per frozen embryo after the first year of storage.

Payment Schedule:

Due at Submission of Contract: \$2000.00

-Aspiration fee (If applicable): \$1250.00

-Injection fee: \$750.00 (First stallion)

Embryo Cost:

Per Embryo: \$1000.00

Clients must provide the following at contract submission:

1. Copy of mares papers, front and back
2. Current Coggins test
3. Copy of competed stallion contract. This will be verified before ICSI.
4. Completed InFoal, Inc. contract.
5. \$1250.00 for the aspiration of the donor if performed at InFoal, Inc.
6. Each embryo will cost \$1000.00 when it is produced. All embryos must be paid for before they will be released for transfer or frozen.

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 personnel from 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.

Client (print) _____

Signature _____

Address _____ City _____ St _____ Zip _____

Phone _____ Fax _____ Date _____

Credit Card # _____ Expiration date _____

InFoal, Inc.

Do not write below line, InFoal, INC use only:

Contract acknowledged by: _____ Date _____