ICSI & Frozen Embryo Transfer and Recipient Mare Lease Contract 2027

OXBOW EQUINE INFORMATION
ADDRESS: 1654 Sand Hollow Rd, Caldwell, ID 83607
EMAIL: oxbowequineidaho@gmail.com
EMBRYO HOTLINE: Please TEXT or CALL 208-283-3172 to confirm ovulation, flight information, or embryo packaging questions

DONOR MARE OWNER/AGENT INFORMATION		
Donor Owner Name:		
Billing Address:		
City:	State:	Zip Code:
Primary Phone Number: Secondary Phone Number (if applicable):		
Email Address:		

DONOR MARE INFORMATION		
Donor Mare Name:		
Discipline (i.e., cutting, barrel racing, racehorse, etc):		
Height:	Weight:	Breed:
Embryo Flushing Facility Name:		
Veterinarian Name:		
Primary Phone Number: Secondary Phone Number (if applicable):		

*Please note: discipline, height, and weight details are essential for selecting a recipient mare for the expected foal's size.

EMBRYO INFORMATION
Stallion #1 Registered Name:
Stallion #2 Registered Name:
Stallion #3 Registered Name:

Terms and Conditions

This ICSI & Frozen Embryo Transfer and Recipient Mare Lease Contract ("Contract") is entered into by and between Oxbow Equine Services, LLC ("Oxbow") and _____, the owner or authorized agent of the donor mare ("Donor Mare's Owner"), for the breeding season of 2027.

In consideration of the mutual promises included in this Contract, the parties agree as follows:

1. Embryo Transfer Fees. The Donor Mare's Owner agrees to pay fees as follows:

1.1 Recipient Mare Sync Fee ($1250). This fee secures one or more recipient mare(s) for the donor mare whose name appears above. Recipient mares will be selected for the donor mare based on the reproductive soundness and synchronization with the donor mare. Included in this fee are: (a) all medications and treatments necessary (NOT including progesterone) for the recipient mare up to 35 days of pregnancy; (b) recipient board until 35 days of gestation. This fee applies for one (1) donor mare and allows up to three (3) in foal recipient mares for the 2027 breeding season.

1.2 Fresh embryos from OPU/aspiration process: Oxbow guarantees only the implementation of ONE (1) fresh embryo resulting from Ovum Pick-Up (OPU)/aspiration process. If Oxbow has multiple recipient mares available to use at the time of transfer, Oxbow may be able to use additional recipient mares for any remaining embryos.

1.3 The Embryo Transfer Fee ($650): This fee includes the transfer of each embryo to a recipient mare and ultrasound pregnancy examinations.

1.4 The Recipient Mare Pregnancy Fee ($3500): This fee will be due at 35 days of gestation for each pregnant recipient mare.

1.5 All charges associated with shipment of embryo(s) to Oxbow, including express mail, airline shipping charges, courier service charges and returned freight charges. Oxbow is not responsible for arranging flights or locating any missing shipments.

1.6 Injectable Progesterone Fee ($42): Injectable progesterone will be administered to help the recipient mare(s) maintain pregnancy. Recipient mare(s) MUST stay on Progesterone for up to 120 days of pregnancy.

1.7 Recipient Mare Boarding Fee ($15/day): Boarding fees will be charged starting on day 35 of the pregnancy check date at the rate of $15 per day per mare and continuing each day thereafter for the entire period the recipient mare(s) remains at Oxbow.

2. Storage of Frozen Embryos. Beginning on the date a frozen embryo arrives at Oxbow and is entered into the computer management program, a $25.00 per month storage fee

will be applied per embryo received from that date forward. Billing will occur monthly for frozen embryo storage.

2.1 Storage Price Adjustment. Oxbow reserves the right to adjust prices accordingly as material costs increase or storage procedure changes. The Donor Mare's Owner will be notified of price increases

2.2 Stored Embryo Insurance. The Donor Mare's Owner acknowledges Oxbow does not provide insurance coverage for stored embryos. If such coverage is desired, the Donor Mare's Owner is responsible for procuring insurance coverage against any damage.

2.3 No Liability. Oxbow shall not be liable for any loss of damage to stored embryos.

3. Payment of Fees. It is specifically understood and agreed between the parties that, prior to transporting the recipient mare(s) from Oxbow's property, all costs for services rendered pursuant to this Contract shall be paid in FULL to Oxbow. No recipient mare(s) will be released without payment in full. Further, sufficient notice must be provided to Oxbow to release any recipient mare in order to ensure the proper paperwork is prepared prior to shipment of the recipient mare(s).

4. Transportation of Recipient Mare(s). Donor Mare's Owner is responsible for arranging and paying for transportation of the recipient mare(s) from and to Oxbow, including the cost of any testing or inspection necessary for the recipient mare(s) to be transported.

4.1 Would you like to have a Coggins test and Health Certificate done prior to transporting the recipient mare(s) from Oxbow? **PLEASE CIRCLE**:

YES NO

5. Lease of Recipient Mare(s). The Donor Mare's Owner agrees to lease the recipient mare(s) for surrogate services pursuant to this Contract. The Donor Mare's Owner covenants not to use the recipient mare(s) for any purpose other than carrying and nurturing the foal(s). The recipient mare(s) is owned by and remains the property of Oxbow. Oxbow's recipient mares are NOT for sale and may not be used for an embryo transfer performed by any entity or individual other than Oxbow. It is unlawful for anyone to sell, trade, or relinquish the recipient mare(s).

6. Care of Recipient Mare(s). Oxbow will exercise its best judgment in supervising all horses' care while at Oxbow. Once the recipient mare(s) is transported from Oxbow, the Donor Mare's Owner agrees to provide proper care, housing, feed, and care for the recipient mare(s) in a manner consistent with the standards of good horse breeding and care practices in the State of Idaho until the mare(s) is returned to Oxbow. The recipient mare(s) must be returned to Oxbow in good health and physical condition within 30 days after recipient mare has weaned the foal of the foaling year.

7. Injury, Death, or Other Loss of Recipient Mare(s). If the recipient mare(s) is returned to Oxbow unhealthy and/or injured, a fee of $1000 per mare will be due and payable to Oxbow. If the recipient mare(s) dies while under the care of the Donor Mare's Owner, notice must be delivered to Oxbow within 7 days of the mare's death, and a fee of $6000 per mare will be due and payable to Oxbow. If the recipient mare is not returned to Oxbow by February 1st, 2029, for any reason (other than death), the Donor Mare's Owner will be charged $6000 per mare, and the charged amount will become due and payable the same day.

8. Registration of Foal and Stallion Contract Conditions. The Donor Mare's Owner is responsible to any breed association with regard to registry of the donor mare and/or foal and is responsible for any breed registration fees. The Donor Mare's Owner agrees to be responsible to make all arrangements with the stallion's owner regarding any live foal guarantee or re-breed contract conditions.

9. Payments. All invoices issued pursuant to this Contract are due and payable within 45 days of the invoice's date. Oxbow requires the Donor Mare's Owner provide credit card information for payment of any services performed pursuant to this Contract. Unless the Donor Mare's Owner provide notice of a different method of payment, any balance due under this Contract will be charged to the credit card identified at Schedule A. The Donor Mare's Owner shall provide valid credit card information at Schedule A.

9.1 Credit Card Authorization. The Donor Mare's Owner understands and consents to the use of the credit card provided at Schedule A, without original signature on the charge slip, for both the fees due at the time of transportation of the recipient mare(s) and any later balance due on this Contract, including any fee arising from the injury, death, or other loss of the recipient mare(s) as set forth in Paragraph 7. The Donor Mare's Owner hereby acknowledges and authorizes Oxbow to charge such credit card without the need for further notice to the Donor Mare's Owner.

9.2 Credit Card Processing Fee. The Donor Mare's Owner acknowledges and accepts that each charge made to any credit card will include a processing fee of 3% of the total payment amount made.

9.3 Updating Credit Card Information. The Donor Mare's Owner agrees to maintain valid and update credit card information on file with Oxbow. By providing any such credit information to Oxbow, the Donor Mare's Owner authorizes Oxbow to charge the credit card for all fees arising under this Contract.

10. Breeding Season. Oxbow's breeding season will end no later than July 15th, 2027, and may end earlier at Oxbow's sole discretion.

11. Insurance. If the Donor Mare's Owner desires to obtain insurance on the pregnant recipient mare and/or in-utero foal, the Donor Mare's Owner is solely responsible for obtaining and maintaining any such insurance.

12. No Guarantees, Warranties, or Representations. Oxbow hereby disclaims and makes no guarantees, warranties, or representations as to the success or outcome of the embryo transfer procedures herein contemplated.

13. Release of Liability and Covenant Not to Sue. The Donor Mare's Owner agrees to not to hold Oxbow liable for any disease, accident, loss, or death of the pregnant recipient mare(s) or in-utero foal(s) and hereby covenants not to sue Oxbow, its officers, directors, shareholders, employees, agents, representatives, successors, and assigns regarding any and all claims, demands or liabilities that the Donor Mare's Owner may have, now or in the future, that may arise or result from embryo transfer or recipient mare lease.

14. Transfer, Sale, or Assignment of Contract. This Contract is nontransferable, sellable, or assignable without prior written consent from Oxbow, which may be withheld in Oxbow's sole discretion.

15. Severability. If any provision of this Contract is held invalid or unenforceable, the invalidity or unenforceability of that provision shall not affect any other provision of this Contract.

16. Miscellaneous. This Contract is entered into in Payette County, Idaho, and shall be performed at least in substantial part in Payette County. The substantive laws of Idaho, regardless or any choice of law provisions or caselaw, shall govern the enforcement and interpretation of this Agreement. Any dispute shall be adjudicated in the state courts in Payette County, Idaho. The Donor Mare's Owner agrees to pay Oxbow all of its attorney fees and costs incurred to enforce this Contract, including any fees and costs incurred in collecting any outstanding balance. This Contract shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties.

DATED EFFECTIVE the date of signature below.

By signing below, I acknowledge I have read and agree to the foregoing terms and conditions provided to me by Oxbow Equine Services, LLC.

_____ _____

Signature of Donor Mare Owner/Agent Date

_____

Printed Name

SCHEDULE A
Credit Card Information

This form authorizes Oxbow Equine Services, LLC to charge the credit card listed below for payment of fees in accordance with the signed ICSI & Frozen Embryo Transfer and Recipient Mare Lease Contract. Each charge to the credit card will include a processing fee of 3% of the payment made.

Card Number: _____ CVN: _____

Expiration Date: __/__ /__

Cardholder Name: _____

Cardholder Billing Address: _____

Signature of Cardholder: _____ Date: _____