



Dear Client,

I have enclosed the Embryo Transfer contract(s) for the 2023 season. Please complete, sign and return with the \$2,000 booking fee. The booking fee, contract, and copy of registration of papers are required BEFORE DECEMBER 23, 2022.

Please make sure that your handwriting is legible. We will not accept the contract if we cannot read the information on the contract.

All recipient mares must be returned by November 15, 2023. You are not being charged a deposit on your recipient mare. Recipient mares are NOT for sale. If the recipient mare dies, the replacement value of \$2,200 will be invoiced to the embryo owner.

We need to be notified 48 hours prior to picking up the pregnant recipient mare. All bills must be paid prior to the mare departing.

We appreciate the opportunity to assist with your 2023 Embryo Transfer and look forward to hearing from you. All of our staff is eager to serve your mares this year and are looking forward to a great year! Please if you have questions about the contract feel free to contact, Dr. Joe Noble or Dr. Ginger Noble.

Thank you,

Joe K. Noble, DVM, MS

Noble Equine Veterinary Services, PLLC
23373 State Highway 39
Purcell, Oklahoma 73080

This Contract made on _____, 2023, by and between
NOBLE EQUINE VETERINARY SERVICES, PLLC, hereinafter called “**NEVS**”,
And _____ hereinafter called “**Owner**”, both of whom
are hereinafter called the “**Parties**”.

Recitals:

NEVS is in the business of equine embryo transfer.

Owner desires to enter a contract with **NEVS** for such services.

Therefore, the Parties agree as follows”

1. During the calendar year 2023, Owner will attempt to have an embryo(s) recovered from its Mare, the “Donor Mare”, named _____, and shipped to **NEVS**, or flushed at **NEVS**. **NEVS** shall insert the embryo(s) into the uterus of suitable “Recipient Mare(s)”.
2. **Upon the signing of this Contract, Owner shall pay to NEVS a two thousand dollar (\$2,000.00) non-refundable (under any circumstances) booking fee. RECIPIENT MARE BOOKING FEE that secures a recipient mare for the DONOR mare whose name appears above.** In case of multiple recipient mares needed, one Booking Fee per recipient mare will be charged. **NEVS** must have a completed, signed contract along with the Recipient Mare BOOKING FEE before the donor mare is flushed. The Booking Fee may be carried over for one-year if no pregnancy is achieved during the year it was paid.
3. **Recipient Pregnancy Fees for each recipient mare is four-thousand eight hundred and seventy-five hundred dollars (\$4,875.00).**
Upon each Recipient Mare reaching 26 days of gestation with a viable pregnancy, **NEVS** shall start charging boarding fees for the Recipient Mare(s) at the rate of \$20 per day. Board of \$380 (19 days) from transfer (Day 7) to 26-day pregnancy and heartbeat will be charged, retroactively, AFTER the 26 day pregnancy check.
4. **Recipient Mare replacement value is two thousand and two hundred dollars (\$2,200.00).**
The Owner AGREES to lease Recipient Mare(s) when she is confirmed pregnant at 26 days. However, if it is expected that the recipient will be returned to **NEVS** after weaning the ET foal, **a LEASE FEE of \$25.00** shall be the only charge prior to discharge. The recipient mare becomes the property and responsibility of the Owner beginning the day of successful transfer. The Owner must return the Recipient Mare(s) in **good health and body condition to NEVS (Purcell, OK) by November 1 of her foaling year** (or 30 days from weaning, whichever is later). If the recipient mare is not returned in good body condition and/or health, the Owner will be responsible for paying the replacement cost. The Owner is responsible for the transportation costs. **If for any reason the recipient mare is not returned, the owner will be assessed the replacement value of \$2,200.00.** The option to purchase the recipient mare is not available.
5. It is expected that each Recipient Mare will deliver a live foal (defined for this purpose as able to stand and nurse within 24 hours after birth). **If a recipient mare loses the pregnancy**, the mare must be returned, and a Rebreed for next season will be honored by **NEVS**, provided all charges have been paid in full. A letter from the examining veterinarian stating findings at the time of loss must be presented for the rebreed to be issued. No rebreed will be issued if the loss is due to an inherited genetic defect such as lethal white syndrome. Failure to attend the foaling voids guarantee.
6. **NEVS** recommends that the Owner insure the Recipient Mare(s) and the embryo(s) against losses and risks of any kind, nature, and description. Owner shall indemnify and hold **NEVS** harmless with respect to said losses and risks.
7. All notices required by this Contract shall be given as follows: if to
NOBLE EQUINE VETERINARY SERVICES, PLLC
23373 STATE HIGHWAY 39
PURCELL, OKLAHOMA 73080
Email: nobledvm@gmail.com ;
If to Owner, then the address shown at Owner’s signature
8. Owner understands and agrees that **NEVS** is not responsible for the expense of transporting embryos or containers. Further the Owner understands and agrees that **NEVS** is not responsible for registration of foal(s).
9. Owner understands and agrees that many factors impact successful embryo recovery and/or implantation, and that although **NEVS** shall use its best efforts to perform services required by this Contract, **NEVS** does not guarantee success of its procedures. If by **NOVEMBER 1**, of the designated breeding year Owner is

unable to recover an embryo from the Donor Mare or a pregnancy fails to result from transfer of an embryo into a recipient mare, NEVS or Owner shall have the right to declare this Contract terminated. In such an event, Owner shall pay to NEVS ALL SUMS DUE UNDER THIS CONTRACT. Thereafter the Parties shall have no further obligations to one another.

10. It is specifically understood and agreed between the Parties that prior to the transporting of the Recipient Mare(s) from NEVS, **all charges for services rendered in the Contract shall be paid in full.** Further, by filling this Contract along with a detailed itemization of the unpaid charges owed to NEVS by Owner, NEVS shall have possessory lien on the Recipient Mare(s) and the fetus(s).
11. With regard to transportation of the Recipient Mare(s), all risk of loss shall be borne by Owner and all transportation expenses shall be paid by Owner.
12. For all purposes, this Contract shall be deemed to be negotiated, made and signed in McClain County, Oklahoma and the laws of Oklahoma shall control. At NEVS election, any litigation regarding the Contract shall occur in MCCLAIN COUNTY, OKLAHOMA.
13. This Contract is in 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. 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.

_____ Dated: January 1, 2023
Joe K. Noble DVM, MS

_____ Date: _____
Owner's Signature

Owner's Printed Name: _____

Owner's Address _____

Owner's Phone Number _____

Owner's Email _____

Credit Card (REQUIRED) _____ **Exp. Date** ____ / ____

V Code: _____ (This is the 3-digit number located on the back of your credit card after the credit card number.) *****By your signature, outstanding balances are authorized to this card.**
Billing Address if different then above

Mare registered name: _____

Registration #: _____ **Breed:** _____

Age: _____ **Color:** _____ **Height:** _____

If mare is not being flushed at NEVS, please fill out below:

Veterinarian and/or Veterinarian Facility: _____

Phone Number: _____ **Email:** _____