



# PetersonSmith

## ADVANCED FERTILITY CENTER

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Summerfield, FL 34491  
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(352) 307-3000 FAX (352) 307-3003

### 2023 Recipient Mare Contract for Embryo Transfer - ICSI

Peterson Smith Advanced Fertility Center, hereafter known as PSAFC, agrees to guarantee a recipient mare(s) for the transfer of fresh or frozen/vitrified embryos or embryos produced from ICSI from the donor mare listed below for the current calendar year (Jan 15<sup>th</sup> - Oct 31<sup>st</sup>)

Name of mare	Breed	Age	Registration #
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#### Stallion Information per embryo

Stallion 1:	ET Pregnancies desired:
Contact:	Phone Number:
Stallion 2:	ET Pregnancies desired:
Contact:	Phone Number:
Stallion 3:	ET Pregnancies desired:
Contact:	Phone Number:

By entering into this contract, the Owner agrees to the following charges when those charges are applicable:

***\$800.00 Non-Refundable/Non-Transferable Under Any Circumstance Contract Fee (Regardless of flush/transfer outcome) for the first embryo***  
***\$650.00 Each additional embryo desired***  
***\$450.00 Embryo Flush Fee***  
***\$400.00 Embryo Transfer to PSAFC Recipient Mare Fee***  
***\$3,000.00 Recipient Mare Lease Fee***  
***Recipient Mare Boarding and maintenance fees***

*PSAFC has chosen to separate charges instead of "packaging" them. Separating the charges allows billing and veterinary work to be transparent to you as a client. PSAFC has found that "packaging" charges does not allow such transparency and acts to penalize a client's fertile donor mare at the expense of another client's sub fertile donor mare. PSAFC goal is to offer industry leading work for an affordable and competitive rate.*

By entering this contract, the Owner acknowledges and agrees to the following:

1. To pay the PSAFC an eight hundred dollars (\$800.00) **NON-REFUNDABLE/NON-TRANSFERABLE UNDER ANY CIRCUMSTANCE** (regardless of flush/transfer outcome, expiration of breeding season) recipient mare guarantee fee that secures a recipient mare for the Donor mare whose name appears above for the current breeding season (defined as Jan 15<sup>th</sup> – Oct 31<sup>st</sup>) only. This contract cannot be rolled over to the following calendar year under any circumstance. This fee will be billed upon submission of this contract and will cover the first embryo up to 45 days of gestation. If the mare aborts past 45 days gestation, a new recipient mare guarantee fee must be paid. A recipient mare guarantee fee of \$650.00 per embryo will be applied at the time an ovulation is called in for each additional embryo desired. This fee not only secures such recipient mares for the Owner but also covers the expenses involved. These expenses include board, proper care and reproductive management, initial pregnancy exams, the care and medications immediately following the embryo transfer, and up to 21 days of pregnancy allowing us to offer the highest chance for the recipient to successfully catch the pregnancy. These fees do not include the breeding management and insemination of Donor mare, or the actual embryo flush and transfer cost. Please refer to the attached fee schedules for these fees.

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**If a different owner/lessee wishes to harvest embryos or oocytes from the donor mare identified in this contract, the new owner/lessee must enter a NEW recipient mare contract with PSAFC.**

**PSAFC must have a completed, signed Recipient Mare contract and the funds received for said contract before the donor mare is flushed or follicles are aspirated or a shipped embryo is transferred. THERE WILL BE NO EXCEPTIONS TO THIS.**

- 1a. **Recipient Lease Fees:** For each pregnant recipient mare diagnosed in foal at 21 days with a heartbeat, a lease fee of three thousand dollars (\$3000.00) **will be due.**
- 1b. **Refunds:** The lease fee will be refunded in full upon receipt of a written statement from the attending Veterinarian stating the mare is no longer in foal prior to **61 days**, and pending the return of the recipient mare to the PSAFC. If the recipient mare aborts between days **61 and 310** of gestation PSAFC will grant a credit of \$1,000.00 **toward a pregnant recipient mare for either the remainder of the current or the following season.**

2. The Donor Mare Owner agrees to pay **all veterinary or miscellaneous fees associated with care** of the pregnant recipient after day 21 of gestation through weaning of the foal and return of the recipient mare. Recipient mares will be selected for the donor mare based upon reproductive soundness and synchrony with the donor mare's reproductive cycle. PSAFC shall not be held responsible for uncontrollable circumstances pertaining to recipient mares, including but not limited to poor colostrum quality, insufficient milk production, development of placentitis, red bag deliveries and foal rejection. Donor Mare Owner also agrees to pay for all required travel documentation (e.g., health certificate) for the transport of the recipient mare. PSAFC shall not be held responsible for issues arising from improper management of the recipient mare while in the care of the Donor Mare Owner (e.g., Unattended foaling, turnout in areas with insufficient/unsafe fencing, etc.). It should also be understood that each recipient mare has personality traits unique to that individual, and as such, **should be managed appropriately to ensure the well being of the recipient mare herself in addition to the foal.**

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3. To pay per day board and all fees associated with routine care of the recipient mare after she is diagnosed as pregnant with an embryo heartbeat at 21 days gestation, including daily Regumate administration fees through 60 days gestation (pending sufficient progesterone levels present). At PSAFC we firmly believe that ET recipients are safely in foal at 21 days of pregnancy and are ready to ship home. If you choose, your recipient mare may be boarded and foaled out at PSAFC for an additional fee.

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4. If at any time PSAFC determines, in its sole judgment and discretion, that the Donor, Foal or Recipient Mare needs to be transferred to our Peterson Smith referral hospital for medical or surgical treatment, the Owner is responsible for all charges. PSAFC will make reasonable efforts to contact the owner in the event that such transfer is required; however, if Owner cannot be immediately reached, Owner hereby authorizes PSAFC to initiate such transfer, care and treatment.

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5. **To return the recipient mare to PSAFC IN GOOD HEALTH (this includes reasonable body condition and routine farrier services) after she has weaned the foal. ALL RECIPIENTS MUST BE RETURNED UPON WEANING THE FOAL AND WILL NOT BE AVAILABLE FOR PURCHASE.** Should the recipient mare die while under the care of the Owner, a price of one thousand five hundred dollars **(\$1,500)** and an official letter from the attending veterinarian stating the findings at the time of death will be due to PSAFC. If an official letter from the attending veterinarian cannot be provided, the Owner of the donor mare will be charged the full price **(\$2,750)** for loss of the recipient mare. Should the recipient mare not return **6 months** after expected due date, a price of two thousand seven hundred fifty dollars **(\$2,750)** will be due to PSAFC from the Owner, and PSAFC will deny any future lease of recipient mares. **PSAFC reserves the right to apply a penalty fee of \$1,000 or forfeit any refund due after loss of pregnancy, and to deny future lease of recipient mares for failure to return them in reasonable condition.**

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6. To take entire responsibility of registering the foal(s) resulting from the embryo transfer. PSAFC urges all owners of donor mares to know your breed registry regulations effecting embryo transfer and abide by them. The Owner is responsible for making all appropriate arrangements with the stallion owner as to live foal guarantee and re-breeds as well as appropriate stallion contract conditions.

7. It is specifically understood and agreed between the Parties that prior to the transporting of the Recipient Mare(s) from PSAFC, all charges for services rendered in the Contract shall **be paid in full. NO RECIPIENT MARE(S) SHALL BE RELEASED WITHOUT PAYMENT IN FULL. SUFFICIENT NOTICE (48 hours) MUST BE RECEIVED BY PSAFC TO RELEASE ANY MARES, DONOR OR RECIPIENT IN ORDER TO ENSURE THE PROPER PAPERWORK IS PREPARED FOR SHIPMENT.** Owner is required to make all shipping arrangements for Recipient Mare(s) to leave or enter PSAFC between the hours of 8am and 5pm Monday through Friday, or between 8am and 12pm on Saturday unless previous arrangements have been made well in advance.

8. Owner is responsible for any insurance desired on pregnant recipient mare(s).

9. PSAFC reserves the right to discontinue service at its discretion and to terminate this contract at any point during the course of the season, upon which the owner will be notified immediately.

10. **PSAFC will not transfer any shipped in embryos that arrive to the clinic later than 8:30 pm. Embryos arriving after this time will be transferred the following morning. PSAFC will not be transferring any embryos after October 31.** All embryos produced after this date must be frozen/vitrified for transfer the following year, under a new contract for that year.

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**By signing below, I acknowledge and agree to comply with the terms and conditions stated above. Further, I authorize PSAFC to act as temporary agent on my behalf pursuant to paragraph 4 above should the Mare, her foal and/or pregnant recipient require emergency medical or surgical treatment. This contract is subject to the laws of the State of Florida.**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Phone number

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date