



Embryo Biopsy Service Agreement

CLIENT INFORMATION

NAME: _____

OWNER AGENT LESSEE

BILLING ADDRESS: _____

CITY, STATE, ZIP: _____

MOBILE NUMBER: _____

EMAIL ADDRESS: _____

DONOR MARE IDENTIFICATION

MARE: _____

DATE OF BIRTH: Month ___ Day ___ Year ___

BREED: _____

REGISTRATION NUMBER: _____

OWNER NAME: _____

STALLION NAME: _____

SIGNATURE OF OWNER/AUTHORIZED AGENT OF MARE

DATE

DESIRED EMBRYO DESTINATION:

TRANSFER FACILITY: _____

CONTACT NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

MOBILE NUMBER: _____

EMAIL ADDRESS: _____

SELECT TESTS TO BE PERFORMED

WGA + GENDER TEST **WILL BE** PERFORMED

PLEASE SELECT ADDITIONAL TEST DESIRED

COAT COLOR

- ___ AGOUTI
- ___ CHAMPAGNE
- ___ DOMINANT WHITE
- ___ DUN
- ___ GRAY
- ___ LETHAL WHITE OVERO
- ___ PEARL
- ___ RED FACTOR
- ___ SABINO 1
- ___ SILVER
- ___ SPLASHED WHITE
- ___ TOBIANO
- ___ RED FACTOR + AGOUTI

DIAGNOSTICS & PARENTAGE

- ___ CA
- ___ GBED
- ___ HERDA
- ___ HYPP
- ___ LFS
- ___ MH
- ___ PSSM1
- ___ PARENT VERIFICATION

The Embryo Biopsy Service Agreement ("**Agreement**") is entered into by and between GENETECH ("**Genetech**"), and Owner/Lessee/Agent shall be collectively referred to as ("**Client**").

1. Genetech shall provide embryo biopsy service, freezing, storage and shipping of any biopsied embryos ("**Services**") as more fully described in the fee schedule. Deliverables shall consist of embryo biopsy. Additional work shall be performed only if authorized in advance by written amendment to this Agreement, this Agreement shall take precedence.

2. Client will have a day 7 embryo(s) recovered from its mare, the "Donor Mare" and shipped to Genetech. Client will arrange at client's expense to ship the embryo(s) to Genetech. Client shall be responsible for all transportation costs of all materials sent to and sent from Genetech related to this Agreement including express mail courier/airline shipping charges, courier service charges, and return freight charges. Client shall be responsible to obtain any insurance it deems appropriate including for example to cover any loss or damage to embryo(s) and cells during the time the embryo(s) are shipped to Genetech, during the time stored there, and during the time any material is shipped from Genetech. Client shall be responsible to purchase insurance it deems appropriate to cover the stored or shipped embryos and/or biopsied cells.

3. Client shall complete the Mare Identification part of this agreement for each mare involved in any procedure requested of Genetech. Client agrees to the terms in this agreement and represents and warrants that the information it provides is accurate and shall update any information if there are any changes.

4. Genetech shall evaluate the embryo(s) and if viable attempt to biopsy them. Genetech shall perform the services requested by Client according to the Fee Schedule in this agreement. Client agrees to pay Genetech for each service requested in the amount described in the Fee Schedule. Such payments shall be made in accordance with the terms of this agreement. Genetech may terminate or suspend service at any time it deems appropriate including for example if there is any disagreement between parties or if Client fails to pay or perform any of its obligations.

5. Genetech can store the frozen embryo(s) for \$25, up to 4 embryos per month and will take reasonable efforts to maintain frozen embryos in proper storage conditions, but Client agrees to accept all risks and be responsible for all losses or damage during Genetech's storage. In the event Client and Genetech do not agree in writing to the continued storage of frozen embryos and Client has not notified Genetech in writing about other storage arrangements, or in the event Client has not timely paid Genetech for any service provided, Genetech may at any time permanently destroy the embryos.

6. Client understands and agrees that many factors impact upon successful embryo biopsy, transport, and/or establishment of pregnancy, and that although Genetech shall use its best efforts to perform the services required by this Agreement, Genetech does not guarantee success of the procedures.

7. Client is responsible for parentage testing of any foal produced by any embryos shipped by Genetech. Client acknowledges there is inherent risks with respect to parentage in connection with the services and procedures provided by Genetech and, except in the case of willful negligence or willful misconduct of Genetech. Client accepts responsibility for all results from such services and procedures, including for example all loss or damage to the embryos whether by mishandling, infection, theft, loss or otherwise. Client shall bear sole responsibility to insure or to self-insure against damage, loss or injury including destruction or damage or loss to any embryos or production of embryos with incorrect parentage not solely caused by the willful negligence or willful misconduct of Genetech. Genetech is not responsible for any service or conduct of third parties including for example biopsy diagnostics, embryo warming, transportation, identification, or labeling, or for any loss or damage caused in whole or in part by any third party. GENETECH MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WHATSOEVER INCLUDING FOR EXAMPLE ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FOR ANY RESULTS OF ANY SERVICE PROVIDED UNDER THIS AGREEMENT.

8. The parties agree to comply with all applicable orders, rules, laws, and regulations.

9. Termination.

9.1. For Convenience. Genetech reserves the right to discontinue Services at its discretion and to terminate this Agreement upon ten (10) days' notice to Client.

9.2. For Cause. Genetech may terminate this Agreement upon the material breach of this Agreement by Client, by giving Client ten (10) days' prior written notice specifying the breach and expressing its intent to terminate. If such breach is not cured by Client within ten (10) days of receipt of the notice, this Agreement may be immediately terminated by Genetech upon written notice to Client. If Client is more than thirty (30) days delinquent in any payment due under this Agreement, such delinquency shall constitute a "material breach" of this Agreement for the purposes of this provision.

9.3. Payment Obligation Upon Termination. Upon termination of this Agreement, Client shall pay Genetech the pro rata fees for the Services through the date of notice of termination was effective, and all costs and any non-cancelable obligations incurred by Genetech up to and including the date of termination.

10. If any action at law or equity is brought to enforce or interpret the terms of this Agreement, including collection of delinquent payment, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which it may be entitled.

11. This Agreement shall be construed pursuant to Oklahoma law.

12. No change in any term or condition of this Agreement shall become effective unless by amendment in writing signed by both parties.

13. If someone other than Owner/Lessee signs this Agreement, the signer acting as Agent for the Owner/Lessee represents and warrants that they are authorized by Owner/Lessee to execute this Agreement and has the authority through the authorized signature of the Owner/Lessee to make any and all decisions regarding Donor Mare oocytes, donor semen, and embryos. Owner/Lessee shall be bound by the terms of this Agreement. The Agent shall be fully responsible for all charges incurred under this Agreement and shall indemnify, defend, and hold harmless Genetech from any claim that such person lacked the right or authority to execute this Agreement. All references in this Agreement to Client, Owner/Lessee, and Agent shall be deemed binding upon the person signing this Agreement and the Client, and Owner/Lessee.

14. This Agreement contains all the terms and conditions applicable to the Services provided hereunder and constitutes the entire understanding of the parties respecting the subject matter hereof, superseding any prior understanding or Agreement between them, written or oral, regarding the same subject matter.

FEE SCHEDULE

| | |
|---|------------------------------|
| Embryo Cryopreservation Fee – Vitrification per embryo | \$ 350.00 |
| Embryo Warming Fee – Per embryo | \$ 250.00 |
| Embryo Biopsy Fee | \$ 600.00 |
| Shipping Embryos or Biopsied Cells Fee | \$ Varies by Location |
| WGA + Gender Test | \$150.00 |
| Additional Testing | \$40.00 per test |
| Container Return Fee | \$ Varies by Location |

CREDIT CARD AUTHORIZATION

M/C _____ VISA _____ AMEX _____ DISCOVER _____

NAME ON CARD _____

BILLING ADDRESS OF CARDHOLDER: _____

CREDIT CARD NUMBER _____

EXP DATE _____ **CVV** _____ **ZIP CODE** _____



I understand this card or any other card I provide GeneTech Animal Reproduction in the future will be charged when any charges are due.

CLIENT SIGNATURE _____

With my signature, I agree and authorize my credit card to be charged for any and all charges on any of my donor mare oocytes and embryos. I understand that only by written notice may this authorization be suspended, however, all charges that are due WILL be charged up and until the authorization has been suspended.