



**GENETECH ANIMAL REPRODUCTION**

**21205 SOONER AVE.**

**PURCELL, OKLAHOMA 73080**

**[genetechus@gmail.com](mailto:genetechus@gmail.com)**

**405-926-8790**

**EMBRYO WARMING/THAWING AGREEMENT**

I, \_\_\_\_\_ give Genetech Animal Reproduction permission to  
( Owner/Agent of the embryo)

warm/thaw the embryo from \_\_\_\_\_ x \_\_\_\_\_ and release  
(Mare) (Stallion)

to \_\_\_\_\_ for transfer on \_\_\_\_\_.  
(Transfer Facility) (Date of expected transfer)

Signature

Date

**NOTE: Please give 24 hour advanced notice to the lab for appropriate warming time.**

Genetech Animal Reproduction produces horse embryos from oocytes through intracytoplasmic sperm injection (ICSI). The owner, mentioned above, owns an embryo or certain embryos produced through the ICSI process or has the right to use the embryo(s) for reproduction and wants Genetech to warm/thaw the embryo(s) to be transferred to an embryo transfer facility designated by the owner/agent. Owner/agent represents and warrants

to Genetech that owner/agent has the authority to enter into this Warming Agreement and seek the services described from Genetech. The parties agree to the following:

1. In the event owner/agent and Genetech previously entered into an ICSI Agreement, except as modified in

this Warming Agreement, the ICSI Agreement is ratified and binding between the parties. In the event owner/agent purchased or otherwise obtained ownership of the embryo or embryos from a former client of Genetech who entered into an ICSI Agreement with Genetech, owner/agent agrees to be bound by the terms of the ICSI Agreement between Genetech and its former owner/agent, taking the place of the former client including all of that client's obligations and agreements and representations.

2. Genetech shall use its best efforts to warm the embryo(s) as requested by the owner/agent conditioned upon payment to Genetech of its fee described in the attached fee schedule. In the event Genetech cannot for some reason locate the embryo(s) or if the embryo(s) are damaged while in the care of Genetech, Genetech will provide a credit to owner/agent of any fee paid by owner/agent for freezing the lost or damaged embryo(s). Once warmed, Genetech will ship the embryo(s) to any embryo transfer facility designated by owner/agent. Owner/agent agrees Genetech is not responsible or liable for any damages of any kind whatsoever once the embryo(s) leave our facility and owner/agent accepts all responsibility and liability for any damage of any kind whatsoever to the embryo(s) following departure from Genetech including during and after their transportation. Owner/agent agrees they are responsible for and shall pay for all costs of transportation. Owner/agent agrees it has sole responsibility to insure the embryo(s) for all losses and damages of any kind to the embryo(s) during the transit time the embryo(s) are stored by Genetech.

3. GENETECH MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WHATSOEVER INCLUDING FOR EXAMBLE ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FOR ANY RESULTS OF ANY SERVICE PROVIDED UNDER THIS AGREEMENT.

4. EXCEPT FOR ANY WILLFUL NEGLIGENCE OR WILLFUL MISCONDUCT OF GENETECH, OWNER/AGENT AGREES TO INDEMNIFY AND HOLD HARMLESS FOR ALL DEMANDS, CLAIMS, LOSSES, DAMAGES, AND EXPENSES ARISING OUT OF OR RELATED IN ANY WAY TO THIS AGREEMENT INCLUDING FOR EXAMPLE RELATED TO INCORRECT PARENTAGE, ANY ACCIDENT, DAMAGE OR DEATH OR ANY DONOR MARE OR DONOR MARE'S FOAL, DONOR MARE'S PREGNANT RECIPIENT, AND ANY LOSS OR DAMAGE TO ANY OOCYTES, SPERM, EMBRYO, AND CELL. OWNER/AGENT AGREES GENETECH SHALL IN NO EVENT, EVEN FOR WILLFUL NEGLIGENCE OR MISCONDUCT, BE RESPONSIBLE FOR CONSEQUENTIAL,

SPECIAL, OR EXEMPLARY DAMAGES, AND IN ANY EVENT, EVEN FOR WILLFUL NEGLIGENCE OR MISCONDUCT, THE MAXIMUM AMOUNT FOR WHICH GENETECH SHALL BE RESPONSIBLE IS THE AMOUNT PAID BY CLIENT TO GENETECH FOR ITS SERVICES.

5. This Warming Agreement constitutes the entire agreement of the parties and supersedes any previous contracts, understandings, or verbal communications between the parties, whether oral, electronic or written. There are no other terms, promises, representations, statements agreed to or relied upon by any party other than those contained in this Agreement. The terms of the parties' agreement cannot be changed except by written agreement signed by all parties. All notices to either party shall be given, (a) if to Genetech, 21205 Sooner Ave., Purcell, OK, 73080, (b) if to owner/agent at the address on file.

6. This Warming Agreement shall be binding upon the parties and their respective heirs, personal representatives, successors, and assigns, but shall not be transferred without the written agreement of all parties.

## **FEE SCHEDULE**

**Embryo Warming Fee – per embryo.....\$250.00**

**Shipping Embryo.....Varies By Location**

**Embryo Handling Fee – per embryo..... \$50.00**