

USE OF THIS AGREEMENT DOES NOT CONSTITUTE LEGAL ADVICE TO ANY PARTY. EACH PARTY SHOULD CONSULT THEIR OWN LEGAL COUNSEL. DONOR MARE OWNERS SHOULD CAREFULLY REVIEW ALL PROVISIONS, INCLUDING RETURN SERVICE, LIVE FOAL GUARANTEE, AND REFUNDS, TO ENSURE THE AGREEMENT REFLECT DONOR MARE OWNER'S COMMITMENTS.

**EMBRYO RIGHTS PURCHASE AND SALE AGREEMENT
(the "Agreement")**

Date of Agreement: _____

"Donor Mare" Information:

Name: _____

Breed and Registration No.: _____

Date of Birth: _____

Current Status: _____ (Open, In Foal, Maiden)

"Donor Mare Owner" Information:

Name: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____

Email Address: _____

"Embryo Rights Purchaser" Information:

Name: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____

Email Address: _____

"Embryo Rights Purchase Price"

USD\$ _____, paid upon the following payment schedule: _____

_____. In the event more than a single embryo is flushed from the Donor Mare, Embryo Rights Purchaser shall pay to Donor Mare Owner USD\$ _____, upon the following schedule: _____

"Breeding Season" to which this Agreement applies: _____

DMO Initials: _____
ERP Initials: _____

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1. In consideration of the payment of the Embryo Rights Purchase Price, Donor Mare Owner hereby sells to Embryo Rights Purchaser, and Embryo Purchaser hereby purchases from Donor Mare Owner, the right to one (1) embryo produced by Donor Mare, on the terms and conditions set forth in this Agreement.
2. Donor Mare Owner represents and warrants that Donor Mare is the sole owner of Donor Mare and is authorized to enter into this Agreement. Donor Mare Owner shall be responsible, at the sole cost and expense of Donor Mare Owner, for ensuring the sound and "clean" breeding condition of Donor Mare prior to the initiation of services provided in Section 4.
3. Donor Mare shall at all times remain in the custody and control of Donor Mare Owner. Embryo Rights Purchaser acknowledges that the embryo rights under this Agreement are non-exclusive and Donor Mare Owner may sell embryo rights to one or more additional purchasers for the same Breeding Season. According, there can be no assurance that Donor Mare will be bred pursuant to this Agreement on any particular ovulatory cycle during the Breeding Season. Embryo Rights Purchaser shall designate to Donor Mare Owner, in writing, the last date of the Breeding Season on which breeding of Donor Mare shall occur.
4. Donor Mare Owner shall select the reproductive veterinarian (identified below) who will provide services to the Donor Mare (i.e., hormonal preparation, ovulation checks (palpation and/or ultrasound), artificial insemination, post-breeding flush(es), embryo flush, embryo retrieval, etc.), provided, however, such services shall be performed solely at the cost and expense of Embryo Rights Purchaser. Unless the services are performed at the usual boarding location of Donor Mare, Embryo Rights Purchaser shall bear the cost of transportation and board/hospitalization of Donor Mare until the embryo flush has occurred.
5. Embryo Rights Purchaser shall select the stallion for breeding in connection with the embryo to be produced pursuant to this Agreement. Embryo Rights Purchaser represents and warrants that the stallion is free from sexually transmitted diseases, including without limitation, Equine Viral Arteritis, and shall obtain documentation of such from stallion owner to provide to Donor Mare Owner. Embryo Rights Purchaser shall be responsible for all costs and expenses (including, without limitation, stud fee, booking fee, collection fees or costs, semen preparation, shipping costs, rental and return of shipping containers, etc.) of the timely delivery of cooled or frozen semen to Donor Mare's reproductive veterinarian. Live cover of Donor Mare is prohibited.
6. Embryo Rights Purchaser shall be responsible for providing the recipient mare service that will provide a recipient mare into which the flushed embryo will be transferred. Embryo Rights Purchaser shall bear all costs and expenses in connection with the recipient mare/service, including without limitation, purchase or lease fees, breeding soundness examinations, cultures, hormonal preparation, ovulation checks (palpation and/or ultrasound) and synchronization, pre-transfer flushing, embryo transportation, embryo transfer, progesterone supplementation, pregnancy checks, worming and vaccinations, board, routine veterinary and blacksmith care, foaling, etc.

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7. Embryo Rights Purchaser agrees to provide progesterone supplementation to the recipient mare and worm and vaccinate the recipient mare in accordance with the protocols customary and prudent in the breeding industry, including without limitation vaccination against rhinopneumonitis at 5, 7, and 9 months of pregnancy. Embryo Rights Purchaser agrees to ensure that that the recipient mare does not have access to enophyte infested fescue. Embryo Rights Purchaser's failure to adhere to the requirements set forth in this Section 7 shall void any right to return service or any "live foal" guarantee.
8. In the event the first embryo flush does not result in an embryo or there is no confirmed pregnancy in the recipient mare, Embryo Rights Purchaser shall have the right to conduct one (1) additional breeding and flush of the Donor Mare in the Breeding Season. If no confirmed pregnancy in the recipient mare occurs in the Breeding Season, Embryo Rights Purchaser shall have the right to conduct up to two (2) additional breedings and flushes of the Donor Mare in the next year.
9. In the event the recipient mare fails to produce a "Live Foal" (defined as: a foal that stands, nurses (whether at the recipient mare, a nurse mare, or a bottle), and survives for a period of at least 24 hours from the time of birth) and the attending veterinarian certifies that the death of the foal was not due to any act or omission of the Embryo Rights Purchaser (including without limitation any omission of the requirements set forth in Section 7), the Embryo Rights Purchaser shall have the right to conduct additional flushes as set forth in Section 8. Notwithstanding any provision of this Agreement to the contrary, Embryo Rights Purchaser's rights to breeding and flushing of Donor Mare shall expire and lapse at the end of the breeding season in the year following the Breeding Season.
10. In the event Donor Mare dies or for any reason is not available for breeding (through no fault of Embryo Rights Purchaser) and no Live Foal is produced, Donor Mare Owner will refund _____% (100%, unless otherwise stated) of the Embryo Rights Purchase Price.
11. The unavailability of any particular stallion shall not toll, extend, or enlarge the obligations of Donor Mare Owner. The selection of the stallion shall be at the sole cost, expense, and risk of Embryo Rights Purchaser.
12. All registration fees and expenses for any resulting foal(s) shall be borne solely by Embryo Rights Buyer. Donor Mare shall cooperate fully and promptly in assisting Embryo Rights Buyer in the registration process, including without limitation executing and returning documentation identifying Embryo Rights Buyer as the "breeder" of any foals arising from this Agreement.
13. **EXCEPT AS EXPRESSLY PROVIDED HEREIN, DONOR MARE OWNER MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING THE CONDITION OF DONOR MARE, THE OUTCOME OF ANY BREEDING OR REPRODUCTIVE PROCEDURE, THE CONDITION OF ANY RESULTING FOAL, OR THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY RESULTING FOAL AND ANY SUCH WARRANTIES ARE EXPRESSLY EXCLUDED. EMBRYO RIGHT**

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PURCHASER'S REMEDIES ARE LIMITED TO THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT.

14. This Agreement includes all the agreements of the parties and supersedes all prior oral or written agreements. This Agreement may only be modified by a written agreement, signed by both parties. This Agreement is binding on the parties, their heirs, successors, and assigns. Notwithstanding the foregoing, this Agreement may not be assigned by Embryo Rights Purchaser without the written consent of Donor Mare Owner, which consent may be withheld in Donor Mare Owner's sole discretion.

15. Unless otherwise specified, this Agreement shall be governed by the laws of the state or commonwealth of Donor Mare Owner's address set forth above. Unless otherwise specified venue for any lawsuit brought pursuant to this Agreement shall be proper in the state or federal courts located in the county of Donor Mare Owner's address set forth above.

EXECUTED AS OF THE DATE OF THE LAST SIGNATURE AFFIXED TO THIS AGREEMENT.

DONOR MARE OWNER:

EMBRYO RIGHTS PURCHASER:

Signature
Printed Name: _____

Signature
Printed Name: _____

Date: _____

Date: _____

Identity and Contact Information of Donor Mare's Reproductive Veterinarian:

Name: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____

Email Address: _____

Information Regarding Recipient Mare Service:

DMO Initials: _____
ERP Initials: _____