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2025 ICSI EMBRYO TRANSFER CONTRACT

In Foal , INC. does not split billing on horses or accounts. Any horses or accounts which have multiple owners will be billed to one owner ONLY. Clients will be responsible for splitting billing on their end once they receive their monthly statement. Any billing discrepancies need to be brought to the attention of In Foal within 30 days of statement date for correction.

This service agreement between In Foal, Inc, (IF) and _____ will begin _____, 2025 and will terminate at the end of that calendar year. In Foal, Inc will be referred to as IF and _____ will be referred to as Embryo Owner for purposes of this agreement.

Embryo to be transferred - Stallion _____ Mare _____

This embryo transfer contract does not include the cost of ICSI embryo production. For ICSI embryo production prices, please refer to our ICSI Contract. You may view this on our website or contact us directly for an ICSI contract.

Please see page 2 for embryo transfer fee schedule.

Service:	In Foal Recipient Mare Fees:
Cycle Fee (Per cycle) *Non-refundable	\$0
Transfer Fee (Per Embryo) *Non- Refundable	\$500*
Freeze Fee/Thaw (If applicable)	\$0
Recipient Lease Fee	\$3500 (billed on first positive pregnancy check, refunded if mare is not in foal at 45 days)
12 Day Positive Pregnancy Fee	\$1000 *Refunded if mare is not in foal at 45 days
45 Day Positive Pregnancy Fee	\$1000
Recipient Mare Deposit	\$1500* (For new clients) \$0 (For established clients)
Board: Pasture (When available) Stall w/shavings	\$18/day* \$25/day* *After 45 day preg check
Altrenogest* All ICSI recipient mares are required to remain on altrenogest up to 120 days pregnant.	\$25/injection after 45 days Total of \$300
TOTAL COST PER EMBRYO TRANSFER:	\$6,300 (+\$1,500 deposit)

A credit card authorization form will be on file with our office, which will allow IF to charge these payments to the mare owners credit card. All overdue accounts will be charged 1 ½ % interest per month. A late fee of \$250.00 per month will be assessed on all accounts delinquent over 60 days.

Board on recip mare(s) **after** 45 days will be \$18.00 per day for pasture board and \$25.00 per day for stall w/shavings. Progesterone will be \$25/weekly injection.

RECIPIENT MARE DEPOSIT REFUNDS:

*Established clients whose accounts are in good standing will not be charged a recipient mare deposit. Should the recipient mare be returned in unsuitable condition or unreturned for any reason including but not limited to the event of sale or death, a fee of \$2500 per recipient mare will be applied to your account and payment will be due upon receipt.

New clients will be required to pay the \$1500 recipient mare deposit for their first year as a client with In Foal, INC. Upon return of the recipient mare the \$1500 recipient mare deposit will be refunded to your account. Should the recipient mare be returned in unsuitable condition or unreturned for any reason including but not limited to the event of sale or death, client forfeits the \$1500 recipient mare deposit and an additional \$1500 fee per unreturned recipient mare will be applied to your account and payment will be due upon receipt.

(Recipient mares must be returned healthy and reproductively sound. In Foal reserves the right to withhold a percentage of recipient mare deposit should the recipient mare be returned in unsuitable condition pending veterinary inspection)

We require a minimum 24 hour notice for pick up and drop off of horses. Last minute pick up or drop offs are subject to “No Notice” fees. Please call or email our office with hauler information so that we can stay in contact the day of anticipated arrival/pick up.

Release of Liability/Hold Harmless/Indemnification

Client acknowledges the handling of mares and their foals, embryos, and stallion semen involve a broad range of inherent risk. Client agrees that InFoal, Inc. and its subsidiary and affiliated companies, as well as their respective officers, directors, shareholders, employees, agents, servants, representatives, and other contract personnel will not be responsible for accident, injury, sickness or death to the mare or her foal, the embryo produced by the ICSI procedure, the stallion’s semen used for the ICSI procedure, or Client or Client’s employees or representatives, or for any damage or injury caused by the recipient mare while in Client’s possession.

Client hereby waives, releases, and forever discharges InFoal, Inc. and its subsidiary and affiliated companies, as well as their respective officers, directors, shareholders, employees, agents, servants, representatives, and other contract personnel from and against any and all claims of liability which Client may have, including negligence, gross negligence, and strict liability, which arise or result from, or are in any way connected with the activities involved in the performance of this contract by InFoal, Inc. Client agrees to and shall indemnify and hold harmless InFoal, Inc. and its subsidiary and affiliated companies, as well as their respective officers, directors, shareholders, employees, agents, servants, representatives, and other contract personnel from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney’s fees, for injury to or the death of the mare or foal, the embryo produced by the ICSI procedure, the stallion’s semen used for the

ICSI procedure, Client or Client's employees or representatives, or for any damage or injury caused by the recipient mare while in Client's possession.

InFoil, Inc. makes no guarantee or warranty with regard to the marketability or fitness of a resulting foal.

Client agrees InFoil, Inc. shall not be responsible for the failure of a resulting foal to display the proper genetic parentage, whether due to the presentation of the incorrect mare at time of aspiration, the semen sample was misidentified or incorrect, the oocytes shipped to InFoil, Inc. for injection were incorrectly identified, or the ICSI embryo was incorrectly identified when transferred into the recipient mare.

Client agrees InFoil, Inc. shall not be responsible for the loss of any cells, biopsy, or the accuracy of subsequent laboratory procedures or results.

Liquidated Damages

Failure of Client to pay InFoil, Inc. the full and complete amount owed for ICSI services within 60 days of due date shall result in transfer of ownership of the embryo or embryos to InFoil, Inc. as liquidated damages.

Termination of Service

InFoil, Inc. reserves the right to terminate service at any time for failure to pay timely, failure to present or misrepresentation of stallion contracts or failure to communicate concerning account questions.

Client acknowledges that if any part of the required paperwork is missing at time of contract submission, if deposit is not paid and/or there is an issue with your stallion contracts, no work will be started on your mare until all documents and payments are in place. Board on mares begins on day of arrival to InFoil, Inc. Accounts must be paid in full before mares departure.

NO EXCEPTIONS.

This contract is entered into in Parker County, Texas and shall be performed at least in substantial part in Parker County, Texas. The substantive Laws of Texas, regardless of any choice of law provisions or caselaw, shall govern the enforcement and interpretation of this agreement. Any dispute shall be adjudicated in Parker County, Texas. Client agrees to pay InFoil, Inc. all of it's attorney fees and costs to enforce this agreement, including but not limited to, collecting any unpaid balances due InFoil, Inc.

By signing this contract client agrees to the binding of parties on this contract. Contracts cannot be transferred without written and signed consent from all original parties.

WARNING: UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A FARM ANIMAL PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES.

Please indicate and initial your option choice:

Option A: Bring your own recipient mare: _____

Option B: Use of In Foal recipient mare: _____

Mare Owner (print) _____ **Date** _____

Mare Owner (signature) _____

Address _____ **City** _____ **St** _____ **Zip** _____

Phone _____ **Cell** _____ **Email** _____

In Foal Inc. _____ **Date** _____