

2022 WEBB RANCHES EMBRYO TRANSFER AGREEMENT

Board Today's date:	**Please include a copy of the mares registration papers when returning this contract		
MARE INFORMATION			
Registration Name:	Breed:	Registration No:	
Barn Name:		Color:	
Is Your Horse Insured? ___ Yes ___ No	Insurance Agency & Contact No:	Type of Insurance:	Birth date/Age:

OWNER INFORMATION			
Owner Name:		Email Address:	
Address:	City:	State:	ZIP Code:
Primary Phone:	___ Mobile ___ Home ___ Business		Agent Name:
Secondary Phone:	___ Mobile ___ Home ___ Business		Agent Name:
In case of an emergency please provide us with a secondary contact name and number of a person that can authorize veterinary medical or surgical treatment.			Name:
			Ph:
Billing Options: ___ Traditional Mail ___ Email Billing Email:			

SERVICES DESIRED			
Services Desired:	___ In House Management of Donor Mare	___ Shipment to Embryo(s)	
	___ Outpatient Embryo Collection/Transfer	___ Embryo Freezing	
	___ Mare Foaling Management	___ Transfer Vitrified/Frozen Embryo	
Foaling Information:	In foal to:	Due Date:	
	Breeding Facility:		
Board & Care	___ Daily Mare Board \$13 / day	___ Enhanced Care \$5 / day	
	___ Wet Mare Board \$15 / day	<i>Recipient mare board \$10 / day if LEASED</i>	

EXPLANATION OF SERVICES
<p>EMBRYO TRANSFER services will be available February 10 - June 30. After June 30, donor mare management will still be available, but any embryos recovered will require shipment to another facility of the owners' choice for transfer into a recipient mare or vitrified (frozen) for transfer in a subsequent year.</p> <ol style="list-style-type: none"> 1. In-house management of donor mare includes transrectal palpation, ultrasonography, insemination, administration of one medication to induce ovulation, prostaglandin administration to short cycle, embryo collection (flush) and embryo transfer for ONE cycle. 2. Shipment of Embryo(s) to WEBB RANCHES ensures availability of recipient mare to receive shipped embryo. 3. Outpatient Embryo Collection includes embryo collection (flush), and prostaglandin administration. 4. Pregnancy Fee is applied to each pregnant recipient mare at 35 days of gestation. <u>\$1,000 non-refundable deposit prior to service beginning.</u> 5. Recipient(s) will be transferred to Donor Mare Owners account at 16 days gestation. Board and daily progesterone therapy (if needed) will be assessed from that day forward. 6. Recipients should be returned directly to WEBB RANCHES post weaning for a refund of \$500 deposit. Deposit is held by WEBB RANCHES. If mare is NOT returned to WEBB RANCHES by December 31st of foaling year, \$500 return of deposit is null & void and additional \$1,500 will be assessed to Donor Mare Owner. 7. If Donor Mare Owner needs assistance to transport Recipients back to WEBB RANCHES, a \$185 handling fee plus a \$1.00/transported mile fee will be assessed to Donor Mare Owner by WEBB RANCHES.

STALLION INFORMATION		
Please list stallions in order of preference. Actual order of use may vary with availability of stallion or semen.		
Stallion 1:	__ ET	ET Pagnancies Desired:
Contact:		Phone No:
Stallion 2:	__ ET	ET Pagnancies Desired:
Contact:		Phone No:
Stallion 3:	__ ET	ET Pagnancies Desired:
Contact:		Phone No:
HEALTH & MANAGEMENT		
Prior to arrival at WEBB RANCHES, we require horses to be vaccinated for the following diseases. Please note <u>at least one</u> of the following: 1) approximate date of last vaccination or 2) vaccines needed upon arrival or 3) vaccines you do not want given. If no vaccination history is provided, animals will be vaccinated upon arrival at Owner's expense. Please include most recent vaccination dates below.		
Eastern & Western Equine Encephalitis	(Date)	FARRIER SERVICES
Tetanus	(Date)	Trimming or shoeing will be performed as needed or as requested. Please not any special instructions and/or contact phone numbers for a farrier to call for specific instructions. Farrier services will be billed directly by the farrier to the mare owner.
Influenza	(Date)	
Rhinopneumonitis	(Date)	
West Nile	(Date)	
Rabies	(Date)	
Current Negative Coggins (w/ in 12 mo)	(Date)	Prepayment will be required.
Last Deworming (type/brand)	(Date)	Trim __ Full Shoe __ Half Shoe __ Other __
Equine Viral Arteritis (optional)	(Date)	Last Farrier Date: _____
Strangles (<i>streptococcus equi.</i>) (optional)	(Date)	____ I am requesting NO FARRIER services to be performed on my mare. Must be INITIALED HERE _____

HEALTH & MANAGEMENT	
Please provide the following information to help us manage your animal. We <u>require</u> disclosure of any medical conditions that could affect management of the animal before acceptance in this program.	
Medical Problems / Prior Foaling History:	Current Treatments:
FEED INSTRUCTIONS	
Please provide quantities as measured in pounds (lbs). All forage and concentrate are weighed prior to each feeding. The standard diet at WEBB RANCHES is grass and/or alfalfa hay and balanced concentrates.	
Hay Type & Quantity:	Grain Type & Quantity
Supplements & Quantity:	Special Instructions:

TERMS AND CONDITIONS

This agreement ("Contract") is entered into this _____ day of _____, 2021 by and between Bogie Webb, acting by and through WEBB RANCHES, and the Donor Mare Owner identified on page 1 above. WEBB RANCHES (Bogie Webb) agrees to attempt embryo recovery from Donor Mare identified on page 1 and/or transfer embryos considered suitable into the reproductive tract of a synchronized recipient mare.

- 1 The person signing this Contract represents and warrants that he/she is the **true and lawful owner** of the Donor Mare, or if not the owner, then has actual authority to act as Owner's agent for purposes of entering into this Contract, and to make any and all decisions regarding the animal and its veterinary care. The Donor Mare Owner represents that they are the lawful owner of any frozen semen used in procedures, and if not, the Donor Mare Owner will provide WEBB RANCHES with contact information for the lawful owner. The signatory shall be fully responsible for all changes incurred under this Contract and shall indemnify, defend and hold harmless WEBB RANCHES from any and all claims, of every kind and nature, arising as a result of or in connection with this Contract (including and claim that such person lacked the right or authority to execute this Contract on behalf of the true owner). All references in this Contract and the owner of the Donor Mare (hereinafter, individually and collectively referred to as Donor Mare Owner).

- 2 Donor Mare Owner agrees that during the period WEBB RANCHES is in possession of the Donor Mare and/or foal, good equine practice may suggest and/or require the Donor Mare and/or foal be vaccinated, dewormed, and feet trimmed or shod. Therefore, during the term of this Contract, Donor Mare Owner hereby grants WEBB RANCHES the right and authority, based upon independent judgement, to administer **routine preventative medicine** and to have the Donor Mare and/or foal trimmed or shod at any time by a farrier selected by WEBB RANCHES. The Donor Mare Owner will be billed directly by farrier for all farrier services.

- 3 The Donor Mare Owner hereby releases and shall **indemnify and hold WEBB RANCHES harmless** from any claim, demand or loss arising from any disease, injury or death to the Donor Mare and/or foal and /or pregnant recipient mare and/or *in utero* foal arising out of any undertaking by WEBB RANCHES under the terms of this Contract. Further, the Donor Mare Owner shall exonerate, protect, indemnify, defend and hold harmless WEBB RANCHES from any and against any and all liabilities, expenses, claims, fines, penalties, costs, attorney's fees, and damages of every kind (including, without limitation, those arising out of or attributed, directly or indirectly, to or resulting from any and all negligent acts or omissions of the Donor Mare Owner), or of any person while the recipient mare(s) are under the Donor Mare Owner's possession or control, whether caused by the sole negligent acts or omissions of Donor Mare Owner or by the concurrent negligent acts or omissions of Donor Mare Owner, arising out of or attributed, directly or indirectly, to the use, possession, transportation (except for transportation, delivery and pick up by WEBB RANCHES), condition, or storage of the mares, irrespective of the legal theory upon which any such claim or suit may be based. This indemnification shall extend to the successors and assigns of WEBB RANCHES.
WARNING: Under South Dakota law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to § 42-11-2.

- a. Donor Mare Owner hereby releases and shall indemnify and hold WEBB RANCHES harmless from any claim, demand or loss arising from transport regulations. Donor Mare Owner is responsible for knowledge and adherence to guidelines intrastate, intrastate, and/or international movement or export of mare/pregnant recipient/foal/stallion/embryo/oocyte/semen. WEBB RANCHES does not screen recipients for previous disease exposure or vaccinations (e.g., antibody titers) Donor Mare Owner shall exonerate, protect, indemnify, defend, and hold harmless WEBB RANCHES from any and all liabilities, expenses, claims, fines, penalties, costs, attorney fees, and damages of every kind associated with vaccinations and recent or previous exposure to disease and their impact on transportation.
- 4 The Donor Mare Owner agrees to pay all **veterinary fees associated with routine care** of the pregnant recipient after day 16 of gestation and the preparation (e.g. Coggins test, health certificate, brand inspection) for departure after 35 days of pregnancy. See Fee Schedule attached and incorporated herein. Donor Mare Owner is encouraged to pick up recipient mares after 35 days of gestation.
 - 5 Donor Mare Owner agrees to pay all charges associated with **shipment and storage of semen and/or embryos** to WEBB RANCHES. See Embryo Transfer Service Fees on the attached Fee Schedule. The Donor Mare Owner also agrees to pay any express mail/courier/airline shipping charges, courier service charges, and return freight charges.
 - 6 **EMBRYO TRANSFER** services will be available **February 10 - June 30**. After June 30, donor mare management will still be available, but embryos produced will require shipment to another facility of the owners' choice for transfer into a recipient mare of WEBB RANCHES and/or Donor Mare Owner must provide Recipient mare.
 - 7 Donor Mare Owner agrees to pay all fees associated with pregnancy and lease of recipient mare. A **pregnancy fee of \$2000** will be applied to Donor Mare Owner's account at day 35 for each pregnant recipient mare. A total lease fee of \$1500 (includes \$500 deposit) will be added to Donor Mare Owner's account at day 35 of gestation. Donor Mare Owner will be responsible for 50% of the recipient lease fee if the pregnancy is lost after day 60 of gestation.
 - 8 A **\$300 live foal insurance option** is available for the recipient mare through WEBB RANCHES. This provides the client with the use of a recipient mare in the following breeding season, without incurring a recipient lease fee (deposit still required), should the current recipient mare fail to carry her foal to term and give birth to a live foal that is able to stand and nurse. the Donor Mare Owner must submit a notice signed by a licensed veterinarian confirming the pregnancy loss to WEBB RANCHES within **10 days of loss** to be eligible to take advantage of this option. this option will be offered by letter to the client after pregnancy is confirmed (day 25) and the signed letter must be returned before mare discharge. Live foal insurance, if chosen, begins after day 35 and all fees must be paid.
 - 9 *Live Foal Guarantee:* In the event a recipient mare loses her pregnancy after 35 days or the newborn foal fails to stand and nurse, the Donor Mare Owner will receive a \$1,000 credit from WEBB RANCHES. This credit is good for use in the current breeding season or the next breeding season. The Donor Mare Owner must submit a notice signed by a licensed veterinarian confirming the pregnancy loss to WEBB RANCHES within 10 days of loss to be eligible for the credit.

- 10 Donor Mare Owner agrees to return recipient mare after weaning and no later than December 31 of the foaling year directly to WEBB RANCHES. If Donor Mare Owner needs assistance to transport Recipient(s) back to WEBB RANCHES, a \$185 handling fee plus a \$1.00/transported mile fee will be assessed to Donor Mare Owner by WEBB RANCHES. If recipient mare is **NOT** returned to WEBB RANCHES, the \$500 refund of deposit will be null and void. If the recipient mare should die under the care of the Donor Mare Owner, a fee of **\$1,500** will be payable to WEBB RANCHES. If recipient mare is alive but does not return by December 31 of foaling year, the Donor Mare Owner will be charged **\$1,500** by WEBB RANCHES with the assumption that the Donor Mare Owner has elected to purchase the recipient mare from WEBB RANCHES.
- 11 Recipient mare is the property of WEBB RANCHES, and the Donor Mare Owner is leasing the mare for her surrogate services. Therefore, it is unlawful for anyone other than WEBB RANCHES to sell the mare. If the Donor Mare Owner elects to sell his/her embryo while in utero, or offspring on the side of the recipient mare, they must first purchase the mare from WEBB RANCHES. The mare can be purchased for an additional \$1,500 and the \$500 refund of deposit will be null and void. If the mare is then returned in good condition, either by original Donor Mare Owner or new owner, WEBB RANCHES will buy the mare back for \$500.
- 12 Donor Mare Owner is responsible for the cost, disposition and/or storage of cryopreserved embryos remaining at the end of the season (September) which shall include the close of returning any unused embryos, storing unused embryos, or destroying any unused embryos. Please indicate desired disposition of unused embryos:
- a. Agree to pay for storage
 - b. Agree to pay to return/transport embryos to another site
 - c. Disposal of unused embryos
- 13 Beginning the first of the following month that embryos have been stored, storage fees will be applied. Storage fees will be billed monthly. When invoices for frozen embryos are not paid to WEBB RANCHES through six billing cycles, a certified letter will be sent to Donor Mare Owner requesting that embryo billing is brought current. Embryos will be destroyed 30 days from certified letter, whether or not received/accepted by Donor Mare Owner, if account is not paid in full. WEBB RANCHES will attempt to maintain storage costs at current prices. WEBB RANCHES reserves the right to adjust prices accordingly as material costs increase or storage procedure changes. Owner will be notified of price increases in writing.
- 14 WEBB RANCHES shall take all reasonable efforts to maintain the frozen embryos in proper storage conditions pursuant to this agreement, with proper care, handling and protection according to reasonable standards and practices of the equine industry. The Donor Mare Owner agrees to assume all responsibility for the frozen embryos and shall bear all risk of loss or damage to the frozen embryos, whether by loss, infection, theft, or otherwise and by any cause whatsoever, and agrees to hold WEBB RANCHES (or any person employed by or associated with WEBB RANCHES) harmless on any and all damages associated therewith.
- 15 Donor Mare Owner agrees to **pay all charges in full** before removing the frozen embryo, pregnant recipient(s) or Donor Mare. See Fee Schedule attached hereto. Donor or recipient mares will not be released if insufficient notice is given or the bill is not paid prior to departure. At least one-week advance notice must be given prior to removal of embryos, departure of the donor and/or recipient mares to allow preparation of required paperwork. The Donor Mare Owner is required to make transportation arrangements for pregnant recipients between the hours of 7:30 am to 4:30 pm Monday through Friday, unless previous arrangements have been made well in advance with WEBB RANCHES.

- 16 All invoice **balances are payable within 30 days of monthly or final invoice.** AFTER 30 DAYS FROM BILLING DATE, A \$25.00 HANDLING FEE AND INTEREST OF 1.5% PER MONTH ON THE OUTSTANDING BALANCE WILL BE ASSESSED. WEBB RANCHES reserves the right to refuse or suspend service when any of the Donor Mare Owner's accounts with WEBB RANCHES are past due. Donor Mare Owner agrees to pay all costs and reasonable attorney fees incurred by WEBB RANCHES in attempting to collect any outstanding balance. The Donor Mare Owner acknowledges lein rights of WEBB RANCHES and hereby irrevocably grants a lein therein to WEBB RANCHES for purposes of securing payment on Donor Mare Owner's account(s).
- 17 Donor Mare Owner is responsible for **obtaining and paying for any insurance** desired on the Donor Mare and/or pregnant recipient and/or *in utero* foal and/or frozen semen stored and/or frozen embryos for Donor Mare. WEBB RANCHES **does not** provide insurance.
- 18 Donor Mare Owner is responsible for **parentage testing** of any embryo transfer foal.
- 19 Donor Mare Owner is responsible for all **Breed Registry rules and regulations** including, but not limited to brand inspections required by law. Donor Mare Owner shall promptly furnish proof of ownership, breed registry and brand inspection upon request by WEBB RANCHES.
- 20 If at any time WEBB RANCHES determines, in its sole judgement and discretion, that the Donor Mare or any recipient mare needs to be **transferred to the Equine Veterinary Hospital (EVH)** for medical or surgical treatment, the Donor Mare Owner is responsible for all charges incurred. **These charges will be billed separately by the EVH and must be paid in full** before the animal can be returned back to WEBB RANCHES. WEBB RANCHES will make reasonable efforts to contact Donor Mare Owner in the event that such transfer is required; however, if Donor Mare Owner cannot be immediately reached, Donor Mare Owner Hereby authorizes WEBB RANCHES to initiate such transfer, care and treatment.
- 21 This **Contract is non-transferable.** If the Mare is sold, all unpaid fees become immediately due and payable and no refunds will be made.
- 22 WEBB RANCHES reserves the **right to discontinue service** at its discretion and to terminate this Contract upon 10 days' advance written/electronic notice to the Donor Mare Owner.
- 23 Each party agrees to **comply with all applicable federal, state, and local laws, codes, regulations, rules, and orders.** This Contract shall be governed by the laws of the state of South Dakota, and any legal action concerning the provisions hereof shall be brought in the District Court in Sioux Falls, South Dakota. if it is determined that a brand inspection ticket is required in order to authorize and transfer or transport of animals under this Contract, Donor Mare Owner hereby authorizes and appoints WEBB RANCHES to execute any required documents on Donor Mare Owner's behalf.
- 24 The Donor Mare Owner will be **considered in default** of its obligations under this Contract if the Donor Mare Owner fails to remit any payment within 30 days after invoice or otherwise fails to perform any term, condition, or covenant contained in this Contract and such failure continues for 10 days after written notice thereof. in the event of default, WEBB RANCHES may terminate this Contract as of the date specified in the notice, without prejudice to any other right or relief provided by law. Jurisdiction and venue for any action to enforce this Contract, or for damages or any other relief arising from or in connection with it, shall be exclusively in the Sioux Falls District Court, State of South Dakota.
- 25 This **Contract constitutes the entire understanding** between the parties and supersedes any previous contract or understandings, whether oral or written, concerning the subject matter of this Contract. No services other than those expressly state in this Contract will be provided by WEBB RANCHES without an express, written and signed amendment to this Contract.

By signing below, I acknowledge and agree to comply with the terms and conditions above. Further, I authorize WEBB RANCHES to act as temporary agent on my behalf pursuant to paragraph 19 above should the Mare, her foal and/or pregnant recipient require emergency surgical treatment and I authorize the release of medical and/or financial information from the EVH to WEBB RANCHES.

IN WITNESS WHEREOF the Parties have executed this Contract as of the day and year set forth first above.

Signature of Mare Owner/Agent

APPROVED: _____
Signature of WEBB RANCHES REPRESENTATIVE/OWNER

Print Name

PRINT NAME: _____
Printed name of WEBB RANCHES REPRESENTATIVE/OWNER

Address of Mare Owner/Agent

DATE: _____

City, State, ZIP Code

Phone number of Mare Owner/Agent

Email address of Mare Owner/Agent

Webb Ranches
Bogie Webb
30883 457th Ave
Volin, South Dakota 57072
605.659.5630
bogiewebb@gmail.com
www.dashinelvis.com

EMBRYO TRANSFER FEE SCHEDULE 2021

In-house and Shipped-In Embryo Fees are due at the signing of this contract and are non-refundable and non-transferable.

Board/Care			
Daily Mare Board (dry)	\$13 / day		
Enhanced Care	\$5 / day		
<i>(An additional daily rate that includes turnout 2-3 times per week, grooming and extra blanketing)</i>			
Daily Mare Board (wet)	\$15 / day		
Owner Recipient Board	\$13 / day (dry)		\$15 / day (wet)
Recipient Mare (WEBB RANCHES leased mare)	\$10 / after day 16 (includes Regumate Therapy)		
Embryo Transfer & Foaling Services			
Embryo Donor Management w/ Fresh or Cooled Semen	\$375 / cycle		
Embryo Donor Management w/ Frozen Semen	\$475 / cycle		
Owner Recipient Mare Management	\$275 / cycle (separate general mare service contract)		
Shipped-In Embryo Fee	\$375 / cycle / embryo		
Outpatient Embryo Collection	\$375		
Outpatient Embryo Transfer (into WEBB RANCHES or Owner Recip)	\$250		
Embryo Freezing	\$350 / embryo		
Warming & Transfer of Vitrified/Frozen Embryo <i>(Includes recipient mare synchronization & transfer of embryo)</i>	\$350		
Pregnancy Fee	\$2,000 / per pregnant recipient mare		
Recipient Lease & Deposit	\$1,500 (\$500 deposit refundable upon return)		
Recipient Buy-Out	\$1,500 (Death or Elective)		
Live Foal Insurance	\$300 (optional)		
Foaling Service Entry Fee	\$450		
<i>Includes video surveillance, Foalert monitoring, milk calcium screening, NI testing, and colostrum evaluation on the mare. Also included are post-foaling deworming (ivermectin), routine umbilical cord care, administration of an enema, and evaluation of passive antibody transfer in the newborn foal. Owner/Agent agrees to pay veterinary fees and charges associated with additional, non-routine therapy deemed necessary for proper management of the pregnancy, foaling or postpartum mare (e.g. oxytocin therapy, uterine lavage or other treatments for retained placenta, ect.) or the newborn foal (e.g. supplementation with additional colostrum and/or plasma, ect.)</i>			
Embryo Flush & Transfer (* Procedures are included in donor management contract pricing)			
Ultrasound & Palpation*	\$48 / exam	Dystocia	\$Variable
Artificial Insemination*	\$65	Induction of Labor	\$175
Prostaglandin*	\$21 / treatment	Colostrum (frozen-thawed, includes NG tube)	\$90 / unit
Ovulatory Hormones*	\$55	Seramune Oral IgG (equine antibody product, includes NG tube)	\$140 / unit
Oxytocin (per day)	\$15	Naso-gastric intubation (NG tube)	\$25
Uterine Lavage: Level 1	\$70 / treatment	Plasma & Administration (includes catheter & administration set)	\$325 / liter
Uterine Lavage: Level 2	\$90 / treatment	Acetylcysteine enema (for meconium impaction)	\$37
Uterine Culture & Sensitivity	\$70	Sodium phosphate enema (Fleet or similar)	\$5
Uterine Cytology	\$40	Equidone (domperidone)	\$16 / dose (\$75 tube)
Uterine Biopsy	\$140	Additional IgG Test (1st test is included)	\$30

Intrauterine Antibiotics	\$60 / treatment	Frozen Semen Handling Fee	\$50
Miscellaneous Services			
Daily Treatment Fee	\$5 / day (mare or foal; can vary on frequency of treatment)		
Regumate Administration	\$5 / day		
Progesterone Analysis	\$50		
Shipping - varies by service requested	\$TBD		

*Thank you for
choosing WEBB
RANCHES for your
Equine Reproduction
needs!*

