

## Equine IVF ICSI Agreement

This contract is made one \_\_\_\_\_, 20\_\_\_\_, by and between Equine IVF, LLC a limited liability company registered in Texas and located at 10032 Kleppel Rd. hereinafter referred to as “**E-IVF**” and \_\_\_\_\_ hereinafter referred to as “**Client**”, both of whom are hereinafter referred to as the “**Parties**”.

This contract is in reference to the following mare for the duration of the current calendar year unless the semen source changes.

Reg. Name: \_\_\_\_\_ aka \_\_\_\_\_

DOB: \_\_\_\_\_

Breed: \_\_\_\_\_

Reg #: \_\_\_\_\_

Will there be a third party agent for this cycle? Y\_\_\_\_ or N \_\_\_\_\_

If yes, agent name: \_\_\_\_\_ Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

### **Recitals:**

E-IVF is in the business of oocyte collection, embryo production via ICSI fertilization, and embryo storage. In providing said services, E-IVF provides three service options. These options are as follows: 1) Client provides previously extracted oocytes from donor mare to E-IVF for ICSI fertilization; and 2) Client transports donor mare to E-IVF for oocyte extraction and ICSI processing.

Client desires to enter into a contract with E-IVF for one or more of E-IVF’s provided services and has designated the following services to be performed:

\_\_\_\_\_ ICSI fertilization using oocytes provided by Client  
 \_\_\_\_\_ ICSI fertilizations using oocytes from donor mare to be collected by E-IVF

### **Therefore, the Parties agree as follows:**

1. Client certifies that this agreement is within their authority to make, and Client alone will be responsible for any fees incurred in performing under this contract by E-IVF as outlined in the attached fee schedule, which client confirms to have read and agreed to the terms therein. Further, Client guarantees that the donor mare has a DNA type on file with its current registry (if registered) and that Client has entered into a binding



agreement with the stallion owner for the semen to be utilized in the ICSI processing to be performed by E-IVF. Failure on the part of Client to enter into such a contract with the stallion owner will result in the invalidation of this contract and may be grounds for termination of services.

2. Client has selected a stallion to provide semen for use in ICSI fertilization processing. The stallion Client has selected for the above listed services is:

**Reg. Name:** \_\_\_\_\_ **aka** \_\_\_\_\_

**DOB:** \_\_\_\_\_

**Breed:** \_\_\_\_\_

**Reg #:** \_\_\_\_\_

**Owner/Manager:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

3. In the event that the semen type of Client's prior selection is not available, and the stallion owner/manager provides a substitute, Client agrees to accept that E-IVF's previously determined ICSI fee may change. In this event, Client authorizes E-IVF to perform the agreed upon services with the then agreed upon material.
4. E-IVF strongly encourages the designation of a backup stallion if semen from the desired stallion cannot be obtained. This being taken into account, the Client designates the following stallion as a possible **backup** stallion. The owner/manager of the stallion, as well as their contact information, is listed below, should semen shipping arrangements become necessary.

**Reg. Name:** \_\_\_\_\_ **aka** \_\_\_\_\_

**DOB:** \_\_\_\_\_

**Breed:** \_\_\_\_\_

**Reg #:** \_\_\_\_\_

**Owner/Manager:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

5. Client understands that in the event they choose to split an ICSI session between two or more stallions that the client must also provide the semen for sue, carry a valid contract for the use of each semen sample. Client also understands that splitting an ICSI session will incur an additional fee of \$500. Client also agrees to designate their desire to have a split ICSI session performed no later than the date oocytes are shipped from the donor mare to E-IVF and that split sessions designated after this date are not guaranteed. If notice of Client's desire to split an ICSI session is not received by the date oocytes are shipped from the donor mare, E-IVF may fertilize all provided oocytes with the semen from the Client's first-choice stallion.
6. Client has designated any embryo or embryos that develop from the oocytes of the donor mare to be:

\_\_\_\_\_ Cryopreserved and Shipped for Transfer or Storage

\_\_\_\_\_ Cryopreserved and Stored at E-IVF Facilities

\_\_\_\_\_ Fresh Shipped Without Cryopreservation

If selecting that the embryos be vitrified, client has designated the following long-term storage facility for the embryos to be deposited following vitrification and payment for services.

Name: \_\_\_\_\_ Phone \_\_\_\_\_ Number: \_\_\_\_\_

## **Administrative Terms:**

### **1. Service Costs and Responsibilities**

- 1.1 Client agrees to pay E-IVF for services rendered via credit card at the time of service. Credit card forms with valid billing information are required prior to or at the time of receipt of client owned material. Failure to provide valid credit card information or failure to pay all fees outlined may result in discontinued service and may be subject to other methods of repayment as legally deemed necessary. E-IVF reserves the right to refuse services to any client at any time and may terminate or suspend services at any time for failure to pay or otherwise uphold Client's obligations under this agreement.
- 1.2 Client will be responsible for all collection and shipment fees pertaining to oocytes, embryos, and/or semen to or from E-IVF.
- 1.3 Client shall be responsible for any insurance coverage they may deem appropriate for genetic material or other assets sent to or produced by E-IVF prior to shipment or during storage. E-IVF is not responsible for loss or damage during storage or shipment. Client



additionally assumes responsibility for any insurance it may deem appropriate to cover their chosen donor mare, recipient mare, and/or any foal (born or in-utero) produced therefrom.

## **2. Storage**

- 2.1** E-IVF agrees to store all frozen embryos produced for 90 days from the date they are produced at no cost. For any length of time greater than this first 90 days a monthly storage fee of \$50 will be charged to Client. Client assumes responsibility for the arrangement of long-term storage of produced embryos be it with E-IVF or any other designated facility. E-IVF agrees to employ all reasonable efforts to maintain frozen embryos in proper storage conditions, but Client accepts all risk and agrees to be responsible for all losses or damage during storage at E-IVF facilities. In the event that Client has let any outstanding balance go unpaid and/or neglected to arrange for long-term storage of embryos within 90 days of production, E-IVF reserves the right to destroy the embryos.

## **3. Liability**

- 3.1** By signing this instrument, Client recognizes the numerous factors that affect the production, transportation, implantation, and resultant pregnancy inherent in ICSI procedure, and in so doing understands that E-IVF makes no guarantee of success of the procedures or outcomes of the ICSI services or other procedures. Client is responsible for fulfilling all related breed registry regulations pertaining to the production of embryos/foals. This includes performing genetic testing on foals as soon after birth as possible for genetic verification of any foal produced by any embryo produced and/or shipped by E-IVF.
- 3.2** Client recognizes the inherent risks with regard to parentage in connection with services performed by E-IVF. Except in the case of negligence or willful misconduct on the party of E-IVF, Client accepts responsibility for all results from such services, including for example the loss or damage to embryos, oocytes, or other genetic material whether by mishandling, infection, theft, spoilage, or otherwise. Client shall bear all responsibility to insure against damage, loss, or injury to embryos, oocytes, semen, or embryos produced with parentage contrary to that specified by Client as long as it is not a result of the negligence or willful misconduct of E-IVF. E-IVF disclaims all responsibility for any service or conduct of third-parties including, for example, identification or labeling, transportation, embryo warming, or for any other loss or damage caused in part or in whole by a third-party.
- 3.3** E-IVF shall not be liable for any direct, indirect, incidental, consequential, or special damages arising out of or in any way connected with the use or performance of the ICSI process or any other services provided, even if advised of the possibility of such damages. Client acknowledges that it is solely responsible for assessing the suitability of ICSI processes or any other provided services for the client's intended purposes, and



E-IVF makes no representations or warranties regarding the suitability of the services for any specific purpose.

- 3.4** In no event shall the total liability of E-IVF under this Agreement exceed the total fees paid by Client for services and procedures provided Client acknowledges that it is responsible for compliance with all applicable laws and regulations relating to the use of services provided by E-IVF, and E-IVF makes no warranties regarding such compliance.

## **5. Warranties**

- 5.1** E-IVF MAKES NO EXPRESS WARRANTIES OR REPRESENTATIONS REGARDING THE ICSI PROCESS OR OTHER SERVICES PROVIDED UNDER THIS AGREEMENT. CLIENT ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES MADE BY E-IVF, WHETHER ORAL OR WRITTEN, EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT.
- 5.2** TO THE FULLEST EXTENT PERMITTED BY LAW, E-IVF DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CLIENT ACKNOWLEDGES AND AGREES THAT THE ICSI PROCESS AND OTHER SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT ANY WARRANTY OF ANY KIND.
- 5.3** E-IVF DOES NOT GUARANTEE THE SUCCESS OR OUTCOME OF THE ICSI PROCESS OR ANY OTHER SERVICES PROVIDED. THE RESULTS MAY VARY BASED ON VARIOUS FACTORS, AND THE SERVICE PROVIDER SHALL NOT BE HELD RESPONSIBLE FOR ANY SPECIFIC OUTCOME OR CONSEQUENCES.

## **6. Dispute Resolution**

- 6.1** Any dispute, controversy, or claim arising out of or relating to this Agreement, its interpretation, performance, breach, or termination, including whether the claims asserted are arbitrable, shall be referred to and finally determined by arbitration in accordance with the laws of the State of Texas governing private arbitrations. Should such a need for arbitration arise, the parties shall mutually select an appropriate arbitrator.
- 6.2** The arbitration shall take place in Harris County, Texas, unless the parties agree otherwise in writing. The arbitration shall be governed by the laws of the State of Texas. The arbitrator shall issue a written decision that includes the essential findings and conclusions on which the award is based. The decision shall be final and binding on both parties.
- 6.3** The costs of the arbitration, including the fees and expenses of the arbitrator, shall be borne equally by the parties, unless the arbitrator determines otherwise.



- 6.4** All aspects of the arbitration proceeding, including the award, shall be strictly confidential. The parties agree to maintain the confidentiality of the arbitration and shall not disclose any information regarding the proceedings or the award to any third party, except as required by law.
- 6.5** Notwithstanding the foregoing, either party may seek equitable relief in a court of competent jurisdiction to prevent the unauthorized use or disclosure of its intellectual property, confidential information, or to enforce any restrictive covenants contained in this Agreement. Further, both parties hereby waive their right to a trial by jury in any action or proceeding arising out of or related to this Agreement. Any court having jurisdiction may enter judgment on the arbitrator's award. The prevailing party in any arbitration or court proceeding shall be entitled to recover its reasonable attorneys' fees and costs.
- 6.6** This arbitration provision shall survive the termination or expiration of this Agreement.

## **7. Severability**

- 7.1** If any provision of this Agreement is found to be unenforceable or invalid by a court of competent jurisdiction, that provision shall be severed from the Agreement, and the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.

The parties agree to negotiate in good faith to replace any such unenforceable or invalid provision with a valid and enforceable provision that most closely achieves the intended economic effect of the severed provision.

This severability clause shall apply to the fullest extent permitted by applicable law.

**CONTINUED ON NEXT PAGE**



This agreement is entered into in Harris County, Texas and shall be performed at least in substantial part in Harris County. The substantive laws of the State of Texas, regardless of any choice of law provisions or caselaw, shall govern the enforcement and interpretation of this agreement.

This agreement represents the complete understanding between the parties and prevails over any prior contracts, agreements, or oral understandings, whether communicated verbally, electronically, or in writing. No other terms, assurances, representations, or statements are acknowledged or relied upon by any party, except as explicitly outlined in this agreement. The terms of this agreement may only be modified by a written agreement signed by all parties involved. All notices to either party shall be given: a) if to Equine IVF, 10032 Kleppel Rd, Tomball, TX 77375, b) if to Client, at the address provided by client below.

This agreement will be legally binding on the parties and their respective heirs, personal representatives, successors, and assigns. However, it may not be transferred without the written agreement of all parties involved.

By signing below, the Client acknowledges that it has read, understood, and agrees to this agreement and all of the terms contained therein.

CLIENT SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

CLIENT PRINTED NAME: \_\_\_\_\_

CLIENT ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

MOBILE PHONE NUMBER: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

\_\_\_\_\_

EMAIL

ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

EQUINE IVF, LLC REPRESENTATIVE SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

## Equine IVF ICSI Fee Schedule 2024

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Laboratory Fee for Each Aspiration Session.....	\$1200.00 (per mare)
Aspiration Procedure Performed By Licensed Veterinarian.....	\$1500.00 (per mare)
Embryo Development Fee.....	\$1000.00 (per embryo)
Vitrification of ICSI Embryos.....	\$350.00 (per embryo)
Invivo Vitrification of Embryos.....	\$750.00 (per embryo)
Embryo Storage (first 90 days FREE).....	\$50.00 (per month)
Embryo Shipment.....	\$400.00
Stallion Semen Split.....	\$500.00 (per split)
Invivo Vitrification Warm & Ship.....	\$500.00