



### TRANSVAGINAL ASPIRATION AND ICSI CONTRACT

This Contract made on \_\_\_\_\_, 20\_\_\_\_, by and between Elite Embryo, a Utah LLC, hereinafter called "EE", and \_\_\_\_\_, hereinafter called "Owner", both of whom are hereinafter called the "Parties".

#### Recitals:

**EE** is in the business of embryo production from oocytes via ICSI (intracytoplasmic sperm injection). This process includes the transvaginal aspiration to collect the oocytes, and maturation and injection of the oocytes to potentially produce blastocysts (embryos).

**Owner** desires to enter a contract with EE for such services. **Therefore, the Parties agree as follows:**

1. During the calendar year 2024, Owner will attempt to have oocyte(s) recovered from its mare, the "Donor Mare", named \_\_\_\_\_. EE shall mature the oocytes, evaluate them, and if apparently healthy, fertilize it (them) via ICSI in an attempt to produce embryos.

2. Owner agrees to pay EE the following for its services

- Transvaginal aspiration: \$1650
- Maturation and injecting of oocytes: \$900
- For each blastocyst produced: \$1,100
- Blastocyst vitrification: \$300
- Board: \$21 per day for dry mare and \$27 per day for wet mare

3. EE will ship blastocysts for \$100 plus shipping expense to Owner's veterinarian or embryo transfer facility for embryo transfer.

4. Owner shall indemnify and hold EE harmless with respect to said losses and risks.

5. All notices required by this Contract shall be given as follows: if to EE, then, Elite Embryo, 122 W 400 N, Saratoga Springs, Utah; if to Owner, then the address shown at Owner's signature.

6. Owner understands and agrees that EE is not responsible for the expense of transporting semen, oocytes, embryos or containers, and that Owner will pay these expenses.



Further, Owner understands and agrees that EE is not responsible for registration or blood-typing of the resultant foal.

7. Owner understands and agrees that many factors impact upon successful embryo production, transport, and/or establishment of pregnancy, and that although EE shall use its best efforts to perform the services required by this Contract, EE does not guarantee success of the procedures. If ICSI does not result in embryo production or pregnancy, Owner's damages shall be limited to EE's continuing obligation to complete the same subject to the following limitations (all at the Owner's sole expense and risk):

If by December 31, 2024, Owner is unable to recover an oocyte from the Donor Mare, a blastocyst is not produced, or a pregnancy fails to result from transfer of an embryo into a Recipient Mare, EE or Owner shall have the right to declare this Contract terminated. In such an event, Owner shall pay to EE all sums due under this Contract. Thereafter the Parties shall have no further obligations to one another.

8. Owner agrees to place a valid credit card on file with EE for payment of the fees at each step in this contract.

9. EE reserves the right to refuse or suspend service when the Owner's account is past due.

10. For all purposes, this Contract shall be deemed to be negotiated, made and signed in Utah and the laws of Utah shall control.

11. This Contract is the final and complete agreement of the Parties and there are no other terms of the Parties in agreement other than those contained in this document.

12. This Contract shall be binding upon the Parties and their respective heirs, personal representatives, successors and assigns.

By signing this agreement, you are agreeing to us running your credit card after the service is completed

As Evidence of this Contract, the Parties have signed and dated this Contract as indicated below.

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Owner's Signature

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Authorized Representative of EE



Dated: \_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_

Owner's Address \_\_\_\_\_  
\_\_\_\_\_

Owner's Telephone \_\_\_\_\_ e-mail \_\_\_\_\_

Billing Address (if different than above):

\_\_\_\_\_  
\_\_\_\_\_

Preferred method of invoicing: email \_\_\_\_\_ or mail \_\_\_\_\_?

Mare's registered name \_\_\_\_\_

Breed \_\_\_\_\_ Age \_\_\_\_\_

Stallion registered name \_\_\_\_\_

Are you ok with us sharing pictures of your mare, including palp exams, oocytes, pregnancy's,  
etc? YES  NO

Are you ok with us sharing info regarding mares registered name and how your embryo is bred?  
YES  NO

How did you hear about us? social media  Friend  Other \_\_\_\_\_