



SNOWPINE STABLES  
15917 Kishwaukee Valley Road  
Woodstock, IL 60098

### Equine Embryo and Purchase Agreement

This Equine Embryo Sale and Purchase Agreement is made on \_\_\_\_\_ 20\_\_\_\_, by and between \_\_\_\_\_ (name) of \_\_\_\_\_ (street address), \_\_\_\_\_ (city), \_\_\_\_\_ (state), \_\_\_\_\_ (zip), (“Seller”) and \_\_\_\_\_ (name) of \_\_\_\_\_ (street address), \_\_\_\_\_ (city), \_\_\_\_\_ (state), \_\_\_\_\_ (zip), (“Buyer”)

1. Sale and Purchase Agreement. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the equine embryo described in Section 2 of the Agreement, subject to the terms and conditions set forth in this Agreement.
2. Embryo. The “embryo” shall be an equine embryo produced by the Donor Mare and sired by the Stallion, as further described in this Agreement. The applicable Breeding Season shall be defined as the period from \_\_\_\_\_, 20 \_\_\_\_ to \_\_\_\_\_, 20 \_\_\_\_.
3. Donor Mare. The Embryo shall be out of the following donor mare ( “Donor Mare”):

Registered name of Donor Mare: \_\_\_\_\_  
Registered number of Donor Mare: \_\_\_\_\_  
Year Donor Mare foaled: \_\_\_\_\_  
Donor Mares owner: \_\_\_\_\_

4. Stallion. The Embryo shall be sired by the following stallion ( “Stallion”):

Registered name of Stallion: \_\_\_\_\_  
Registered number of Stallion: \_\_\_\_\_  
Year Stallion foaled: \_\_\_\_\_  
Stallion Owner: \_\_\_\_\_

5. Breeding Contract. The following party has entered into a separate contract (the “Breeding Contract”) with the owner of Stallion or such owner’s authorized

agent. Buyer is responsible for obtaining and reviewing a copy of the Breeding Contract prior to entering into this Agreement. Buyer understands and agrees that even if Seller is not a party to the Breeding Contract, it may contain terms and conditions material to Buyer, such as registration of the foal, live foal guarantees, breeding soundness of the Stallion, and rebreeding rights. If Seller is not a party to the Breeding Contract, fulfillment of the terms and conditions of the Breeding Contract may be beyond Seller's reasonable control.

- Buyer. Buyer shall be solely responsible for fulfillment of Buyer's obligations pursuant to the Breeding Contract.
- Seller. Buyer understands that while Seller shall exercise reasonable efforts to fulfill Seller's material obligations pursuant to the Breeding Contract. Seller can offer no guarantees to Buyer regarding the enforceability of the Breeding Contract as against any third party.  
Seller offers no guarantees whatsoever to Buyer regarding the enforceability of the:

- Breeding Contract.

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone number: \_\_\_\_\_ Email address: \_\_\_\_\_

6. Other Breeding Rights. Buyer understands and agrees that the production of the Embryo pursuant to this Agreement is subject to the Following breeding rights (Example: other parties with first priority over embryos from the Donor Mare):

\_\_\_\_\_

#### Representation

1. I, \_\_\_\_\_, have spoken with the Donor Mare's Treating Veterinarian and fully expressed my instructions pertaining to the number of breeding doses, pre- and post- breeding treatments, am cognizant and responsible for all of the procedures and the fees involved in breeding \_\_\_\_\_ (Donor Mare).
2. I, \_\_\_\_\_, hereby agree to pay all subsequent breeding fees to the treating veterinarian of \_\_\_\_\_ (Donor Mare) associated but not limited to the costs of pre-breeding treatment, palpation, ultrasound, insemination, post-breeding flushes, medication and hormonal manipulation.
3. I, \_\_\_\_\_, have contacted \_\_\_\_\_ (Treating Veterinarian) to breed \_\_\_\_\_ (Donor Mare) and agree to pay any and all fees associated with breeding.
4. I, \_\_\_\_\_, (Embryo Purchaser) have contracted \_\_\_\_\_ (Embryo Retrieval Veterinarian) for the retrieval and shipping costs of any and all embryos from the Donor Mare. The cost and fees of implantation of embryo to recip mare is buyer's responsibility.

#### Fees

The Embryo Purchaser agrees to pay all collection, shipping and packaging fees. If in the process of transferring any embryo(s) from the donor mare and the subsequent examinations of the recip mare no embryo(s) have survived a right of return will exist for the following breeding year.

1. A single embryo from \_\_\_\_\_ (Donor Mare) is being purchased for the fee of USD\$ \_\_\_\_\_ from \_\_\_\_\_ (Donor Mare Owner). The Embryo Purchaser agrees to pay the Embryo Sale fee 10 days prior to any breeding, with the understanding that this agreement is not finalized and binding until such funds are declared available to the Donor Mare Owner by their financial institution.
2. In addition to that fee, the following will apply if more than a single embryo is flushed from the donor mare:
  - A. For each additional embryo that survives 30 days within a recip mare, the Embryo Purchaser agrees to pay the Breeding Fee to the Owner/Farm of the stallion that is being used for breeding the Donor Mare and an additional Embryo Fee will be paid in full to the Donor Mare Owner at that time.

Embryo Purchaser Initials: \_\_\_\_\_
  - B. An Embryo Sale Agreement will apply for all successfully implanted embryo(s) that are viewed by the veterinarian at 30 days post breeding. Each resulting embryo is considered a separate entity and all registration and recording material will be handled as such by the Stallion Owner, Donor Mare Owner and Embryo Purchaser.

Embryo Purchaser Initials: \_\_\_\_\_
  - C. If any resulting embryos are cryogenically stored the Purchaser agrees to pay the Breeding Fee to the appropriate Stallion Owner and Donor Mare Owner when the embryo is successfully implanted within the Recip Mare during the subsequent 30 day examination. Any financial responsibility for the viability and maintenance of these embryos is the sole responsibility of the Embryo Purchaser.

Embryo Purchaser Initials: \_\_\_\_\_

#### Return of Service

1. If the Embryo Purchaser does not inform the Donor Mare Owner of the status of the Embryo at 15 days, the Embryo purchaser is aware of the risk that the Donor Mare may be bred to another stallion not of the Embryo Purchaser's choosing within 5-8 days. In the event the Embryo Purchaser fails to inform the Donor Mare Owner of the status of the Embryo within the Recip Mare by 18 days, the Embryo Purchaser forfeits the right to attempt another embryo transfer and this contract is null and void and all fees are forfeit.
2. If the embryo survives past 30 days but the Recip Mare does not carry past 120 days, this contract is considered complete.

3. If the Recip Mare does not have a healthy foal, this contract is considered complete and such an event is considered an “act of God” not the responsibility of the Donor Mare Owner.

Embryo Purchaser Signature: \_\_\_\_\_

Date: \_\_\_\_\_

#### Refund of Fees

This contract shall be null and void and the Purchaser shall be entitled to a full refund of any amount paid hereunder if the Donor Mare should die or become unfit for service prior to having an Embryo Transferred.

#### Warranty

The Donor Mare Owner is not responsible for lost, delayed, or damaged embryos.

Donor Mare Owner:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Embryo Purchaser:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Donor Mare Treating Veterinarian:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_