

# David J. Jasko, DVM, PLLC Equine Embryo Transfer Facility

9707 F.M. 920 • Weatherford, Texas 76088  
P.O. Box 253 • Peaster, Texas 76485  
Office: 817-694-3166 • Fax: 817-594-5370

# 2022 CONTRACT FOR EMBRYO TRANSFER

Donor Mare: \_\_\_\_\_ Registration #: \_\_\_\_\_

Stallion: \_\_\_\_\_ Registration #: \_\_\_\_\_

Please check which applies:

Embryo flush and transfer service

Embryo transfer service only for embryos transported to David J. Jasko, DVM, PLLC

The undersigned **Mare Owner or Lessee** (hereafter referred to as **Mare Owner**) of the above named Donor Mare hereby agrees to the following terms of this contract:

1. Mare owner is responsible for complying with any breed registry rules or regulations including the enrollment of the Donor Mare prior to collection of any embryos.
2. Pay all boarding and routine care, veterinary or otherwise, for each pregnant recipient mare beginning on the 35th day of embryo development (35 days of pregnancy). Board rate for recipient will be \$14.00 per day. Any progesterone testing and/or supplementation will be at mare owner's expense. A convenience fee of 3.25% will be charged for credit card payments. A 1.8% per month finance charge will be applied to unpaid balance after 30 days.
3. For **Embryo flush and transfer service** pay \$4,000.00 **Pregnancy/Recipient Lease fee** plus \$375 per flush for any recipient at 35 days of gestation. For **Embryo transfer service only**, pay \$4,000.00 **Pregnancy/Recipient Lease fee** for any recipient at 35 days of gestation. The recipients remain the property of David J. Jasko, DVM, PLLC.
4. Any Mare Owner leasing a recipient that fails to return the leased recipient mare in usable condition to David J. Jasko, DVM, PLLC on or before December 31st of the year in which the recipient foaled agrees to pay David J. Jasko, DVM, PLLC \$1,200.00 for the loss of the recipient. If a recipient was not returned in prior years, or at the discretion of David J. Jasko, DVM, PLLC, recipients will require a \$1,200.00 deposit upon departure. Furthermore, the Mare Owner assumes all risks and liability for the pregnant recipient at the time the recipient is removed from David J. Jasko, DVM, PLLC. If the recipient mare dies, or becomes sick or injured and unusable as a recipient mare, the **Mare Owner** will pay David J. Jasko, DVM, PLLC a loss fee of \$1,200.00. David J. Jasko, DVM, PLLC does not guarantee any recipient or pregnancy.
5. A \$500 transfer fee will be paid prior to the transfer of any ICSI derived, frozen-thawed, or biopsied embryo; in addition to all other fees. Pregnant recipients derived from ICSI, frozen-thawed or biopsied embryos will be deemed safe to depart at 60 days instead of 35 days due to their higher embryonic loss rate.
6. All fees will be paid in full before removing the pregnant recipient mare and/or resulting foal from David J. Jasko, DVM, PLLC. In addition the Mare Owner grants and acknowledges all lien rights afforded by the state of Texas to David J. Jasko, DVM, PLLC. Fees not paid in full within 30 days of demand will constitute abandonment of any transferred embryos.
7. Mare Owner or Lessee covenants and agrees David J. Jasko, DVM, PLLC, owners and employees not to be liable or responsible for, and Mare Owner shall exonerate, protect, indemnify, defend and hold harmless David J. Jasko, DVM, PLLC, owners and employees, from and against any and all liabilities, expenses, claims, fines, penalties, costs, attorney's fees and damages of every kind to people, other horses or private property (including, without limitation, those arising out of negligent acts or omissions of David J. Jasko, DVM, PLLC) arising out of or attributed, directly or indirectly, to the use, possession, transportation, housing of the recipient mare irrespective of the legal theory upon which any such claim or suit may be based. Any dispute arising from this contract will be governed by the laws of the State of Texas and venue of any dispute arising from this contract shall be in Parker County, Texas. **Under Texas Law (Chapter 87 civil practice and remedies code), an Equine Professional is not liable for an injury or the death of a participant in Equine activities resulting from the inherent risks of equine activities.** Furthermore, David J. Jasko, DVM, PLLC, owners or employees, will not be responsible for accident, sickness or death to any Donor mare whether from fire, flood, theft, act of God, or any other reason. The Mare Owner agrees to hold David J. Jasko, DVM, PLLC, owners and employees, harmless from any such cause of action resulting from accident, injury or sickness of any Donor mare.
8. If **Mare Owner** defaults under the terms of this contract, **Mare Owner** shall reimburse David J. Jasko, DVM, PLLC for all reasonable expenses of repossession and enforcement of David J. Jasko, DVM, PLLC's rights and remedies, together with interest until the date of payment at the highest rate allowed by applicable law. Notwithstanding any other terms of the contract, if David J. Jasko, DVM, PLLC places all or any part of this contract in the hands of an attorney for collection, **Mare Owner** shall pay David J. Jasko, DVM, PLLC's reasonable attorney's fees.
9. In the event the embryo in any recipient mare is sold, the **Mare Owner or Lessee** at the time of signing this contract will be held responsible for the conditions of this contract. In the event the recipient mare is to be sold with the embryo, the purchase of the recipient mare shall be concluded between lessee and lessor prior to the sale to a third party.

Mare Owner's Name: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Billing Address: \_\_\_\_\_ Work Phone: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

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

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