



**EQUINE REPRODUCTION
LABORATORY
COLORADO STATE UNIVERSITY**

Dear Client,

Enclosed is the **2025 Assisted Reproduction (ICSI)** contract. Please review, complete, and sign the contract and return along with your \$750 Embryo Transfer Enrollment Fee (use of CSU ERL/RME recipient). The last page of the contract is a list of fees for service.

The completed & signed contract along with Embryo Transfer Enrollment Fee **are required to book a recipient mare at the Equine Reproduction Laboratory for 2025**. There are a limited number of contracts available, and they will be booked “first come, first serve”, meaning that the payment and contract must both be received to fully enroll in the ET program. For your convenience, we accept all major credit cards as well as check payment. Please use the following secure credit card link to make your payment online.

Secure payment link:

<https://secure.payconex.net/paymentpage/enhanced/index.php?action=view&aid=120615430421&id=201871>

Important Notes: All pregnant mares intended to foal out at the ERL this season will be required to be vaccinated against **Equine Rotavirus** prior to arrival at the ERL (3 dose series; 8, 9, and 10 months). Rotavirus vaccine is in addition to the already recommended Rhinopneumonitis vaccine at 5, 7, 9 months and Clostridium vaccine at 6 weeks prior and 3 weeks prior to foaling.

All foals arriving with their dam and intending to stay on the ERL property will have a Well Baby Foal exam performed at intake.

The goal is health and safety of all foals at the ERL. Foals noted to have abnormal physical exam parameters (temperature, heart rate, respiration, lung sounds, diarrhea, etc.) may require additional diagnostic tests that will be billed to the mare/foal owner. Foals with medical issues (fever, respiratory disease, diarrhea, etc.) will not be allowed to stay on the ERL property.

Our entire team looks forward to working with you and your mare(s) this upcoming season.

Sincerely,
Equine Reproduction Laboratory Team
970-491-8626

ART Checklist:

- Completed & Signed Contract
- Embryo Transfer Enrollment Fee (\$750) per Donor Mare/Owner/Lessee/Embryo combination

If using an owner provided recipient, please also return:

- Completed & Signed General Mare Services Contract for recipient mare

Important Dates:

Shipped Oocytes are accepted **M, Tu, W only** (Feb 1 – Aug 1)
Feb 1 – ART season opens
June 15 – Foaling Service concludes
July 1 – Embryo Transfer season concludes (fresh transfer)
Aug 1 – All elective ART services conclude

CSU/ERL ASSISTED REPRODUCTION AGREEMENT

2025

| | | | |
|---|---|--------------------|---------------------|
| Today's date: | **Please include a copy of the mare's registration papers when returning this contact | | |
| MARE INFORMATION | | | |
| Registered Name: | | Breed: | Registration No: |
| Barn Name: | | Color: | |
| Is Your Horse Insured? <input type="checkbox"/> Yes <input type="checkbox"/> No | Insurance Agency & Contact No: | Type Of Insurance: | Birth date/Age: |
| Is your mare a surgical candidate? Yes No | | | |
| MARE OWNER INFORMATION | | | |
| Owner Name: | | Email Address: | |
| Address: | | City: | State: ZIP Code: |
| Primary Phone: | <input type="checkbox"/> Mobile <input type="checkbox"/> Home <input type="checkbox"/> Business | Agent Name: | |
| Secondary Phone: | <input type="checkbox"/> Mobile <input type="checkbox"/> Home <input type="checkbox"/> Business | Agent Phone: | |
| Responsible Financial Party (if different from above): | | | |
| Email: | | Ph: | |
| <i>**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.</i> | | Name: | |
| | | Ph: | |
| Billing Options: <input type="checkbox"/> Traditional Mail <input type="checkbox"/> Email Billing Email: | | | |
| Primary Contact for Reproductive Procedures: | | | |
| Email: | | Ph: | |
| ART SERVICES | | | |
| <input type="checkbox"/> On-site Oocyte collection (Feb 1 – Aug 1) <input type="checkbox"/> ICSI (<i>Intracytoplasmic Sperm Injection</i>) <input type="checkbox"/> Shipped Ovaries & ICSI – Oocyte recovery from deceased mare/elective ovary harvest <input type="checkbox"/> Shipped Oocytes (Accepted M, Tu, W only) Maturation & ICSI <input type="checkbox"/> Embryo Cryopreservation (<i>storage fees apply</i>) <input type="checkbox"/> | | | |
| I prefer embryos produced by ICSI to be transferred into: | | | |
| Services Desired: | | | |
| <input type="checkbox"/> CSU/ERL Mare Service Managed Recipient Mare <i>(requires Annual Embryo Transfer Enrollment)</i> <input type="checkbox"/> Auto Transfer (<i>uterine transfer back into Donor Mare</i>) <input type="checkbox"/> Shipment of embryo to*: _____ *Copy of embryo transfer agreement/confirmation must be returned to CSU/ERL Contact Name & Phone Number: _____ <input type="checkbox"/> Client Provided Recipient Mare | | | |
| <p>FRESH ICSI EMBRYO TRANSFER services are available February 1 – July 1. Elective ART/ICSI procedures end Aug 1. \$750.00 Annual Embryo Transfer Enrollment Fee due with the signing of this contract for use of CSU ERL/RME leased recipient mares. This non-refundable, non-transferable fee enrolls the abovenamed Donor Mare for the breeding season of February 1 - July 1. One (1) Annual Enrollment Fee is required for each Donor Mare/Owner/Lessee/Embryo combination for said breeding season.</p> <p>There is a limit of three (3) CSU ERL/RME leased recipient mares per Client for the dates above. After July 1, donor mare management will still be available, but any embryos produced 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. Elective procedures conclude August 1.</p> | | | |

STALLION INFORMATION

Please list stallions in order of preference. Actual order of use will be determined by number of desired pregnancies, availability, quality of semen and pending pregnancies. ****Please include a copy of the completed stallion service contract.**

| | |
|--------------------|----------------------|
| Stallion 1: | Pregnancies Desired: |
| Contact: | Phone No: |
| Stallion 2: | Pregnancies Desired: |
| Contact: | Phone No: |
| Stallion 3: | Pregnancies Desired: |
| Contact: | Phone No: |

HEALTH & MANAGEMENT

Prior to arrival at the CSU/ERL, we require horses to be vaccinated for the following diseases. Please note at least one 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 Trimming or shoeing will be performed as needed or requested. Please note any special instructions and/or contact phone numbers for a farrier to call for instructions. ERL Farrier services will be billed directly by the farrier to the mare owner. Add'l handling fee of \$25/hr may apply. Prepayment will be required. Trim Full Shoe Half Shoe Other: Last Farrier Date: _____ <input type="checkbox"/> _____ (initial here) I am requesting NO FARRIER services to be performed on my mare. <i>Must be checked and initialed.</i> |
| Tetanus | (Date) | |
| Influenza | (Date) | |
| Rhinopneumonitis | (Date) | |
| West Nile | (Date) | |
| Rabies (recommended) | (Date) | |
| Clostridium C & D (Foaling Mares Only) | (Dates) | |
| Equine Rotavirus (Foaling Mares Only) Required 8, 9, 10 mo. | | |
| (Date) | (Date) | (Date) |
| Strangles (<i>Streptococcus equi.</i>) (optional) | (Date) | |
| Last Deworming (Type/Brand): | (Date) | |
| Current Negative Coggins (<i>within 12 mo.</i>) | (Date) | |

HEALTH & MANAGEMENT

Please provide the following information to help us manage your animal. We require disclosure of any medical conditions that could affect management of the animal before acceptance in this program.

| | |
|-------------------|---------------------|
| Medical Problems: | Current Treatments: |
|-------------------|---------------------|

FEED INSTRUCTIONS

Please provide quantities as measured in flakes. Concentrates are weighed prior to each feeding. The standard diet at CSU/ERL is grass or alfalfa hay and a balanced concentrate.

| | |
|--|--|
| Hay Type & Quantity (flakes): | Grain Type & Quantity (pounds) <i>*Must provide 30-day supply if using Owner provided.</i> |
| Supplements & Quantity. Must provide a 30-day supply, pre-bagged (if more than 1 supp.) | |

TERMS AND CONDITIONS

This agreement ("Contract") is entered into this _____ day of _____, 2025, by and between the Board of Governors of the Colorado State University System, acting by and through Colorado State University, for the use and benefit of the College of Veterinary Medicine and Biomedical Sciences, Equine Reproduction Laboratory (hereafter referred to as CSU/ERL), and the Donor Mare Owner identified on page 1 above. CSU/ERL agrees to attempt oocyte recovery from donor mare and/or transfer oocytes or embryos determined suitable by CSU/ERL into the reproductive tract of a synchronized recipient mare (managed by CSU/ERL Mare Services) or ship embryos to an outside embryo transfer facility arranged by Donor Mare Owner (see Section 4 below).

1. The person signing this Contract represents and warrants that he/she/it is the **true and lawful owner** of the donor mare or recipient mare listed on page 1, 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. Mare Owner represents that they are the lawful owner of any frozen semen used in procedures and, if not, the Client will provide CSU/ERL with contact information for the lawful owner. The signatory shall be fully responsible for all charges incurred under this Contract and shall indemnify, defend and hold harmless CSU/ERL from any and all claims, of every kind and nature, arising as a result of or in connection with this Contract (including any claim that such person lacked the right or authority to execute this Contract on behalf of the true owner). All references in this Contract to the Client shall be deemed binding upon the person signing this Contract and the owner of the mare listed on page 1 (hereinafter, individually and collectively referred to as the Client).
2. Client agrees that during the period CSU/ERL 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, the Donor Mare Owner hereby grants to CSU/ERL the right and authority, based upon its independent judgment, 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 CSU/ERL. The Donor Mare Owner will be billed directly by farrier for all farrier services.
3. The Client hereby releases and shall **indemnify and hold CSU/ERL harmless** from any claim, demand or loss arising from any disease, injury or death to the mare and/or pregnant recipient mare and/or *in utero* foal arising out of any undertaking by CSU/ERL under the terms of this Contract. Further, Client shall exonerate, protect, indemnify, defend, and hold harmless CSU/ERL and Rocky Mountain Equine, LLC (hereafter referred to as RME), lessor of the recipient mare(s), from and against any and all liabilities, expenses, claims, fines, penalties, costs, attorney 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 Client, or of any person while the mare(s) are under Client's possession or control, whether caused by the sole negligent acts or omissions of Client or by the concurrent negligent acts or omissions of Client), arising out of or attributed, directly or indirectly, to the use, possession, transportation (except for transportation, delivery and pick up by CSU/ERL or RME), condition, or storage of the mares or semen, 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 CSU/ERL and RME. **WARNING:** Under Colorado 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 section 13-21-119, Colorado Revised Statutes.
 - a. The Client hereby releases and shall indemnify and hold CSU/ERL harmless from any claim, demand or loss arising from transport or transport regulations. Client is responsible for knowledge and adherence to guidelines for intrastate, interstate, and/or international movement or export of mare/pregnant recipient/foal/stallion/embryo/oocyte/semen. CSU/ERL or RME does not screen recipients for previous disease exposure or vaccinations (e.g., antibody titers). Client shall exonerate, protect, indemnify, defend, and hold harmless CSU/ERL and RME 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. **For Donor Mares Managed at CSU/ERL:**
 - a. Client agrees to pay all charges associated with shipment of semen and/or embryos to or from the CSU/ERL. The Client also agrees to pay any express mail/courier/airline shipping charges, courier service charges and return freight charges.
 - b. Client agrees to provide completed contract or confirmation of embryo transfer agreement if embryos are to be shipped to outside facility for transfer.
 - c. Client agrees to pay all charges associated with any **cryopreserved (frozen) embryos**.
 - d. Client is responsible for the cost, disposition and/or storage of cryopreserved embryos remaining at the end of the season (September) which shall include the cost of returning any unused embryos, storing unused embryos, or destroying any unused embryos. Please indicate desired disposition of unused embryos:

- Agree to pay for storage
- Agree to pay to transport embryos to another site
- Disposal of unused embryos

- e. The Client understands and acknowledges that CSU/ERL does not insure stored or shipped embryos, and the purchase of insurance for the embryo is the sole responsibility of the Client.
- f. CSU/ERL shall take reasonable efforts to maintain the frozen embryos in proper storage conditions pursuant to this Contract, with proper care, handling and protection according to reasonable standards and practices of the equine industry. The Client 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 CSU/ERL (or any person employed by or associated with CSU/ERL) harmless on any and all damages associated therewith.
- g. Storage fees will be billed monthly to Client's account. When invoices for frozen embryos are not paid to CSU/ERL through six billing cycles, a certified letter will be sent to Client requesting that embryo billing is brought current. Embryos will be destroyed 30 days from date of certified letter, whether or not received/accepted by Client, if account is not paid in full. CSU/ERL will attempt to maintain storage costs at current prices. CSU/ERL reserves the right to adjust prices accordingly as material costs increase or storage procedure changes. Client will be notified of price increases in writing.
- h. Client agrees to pay all charges associated with shipment of semen to the CSU/ERL. The Client also agrees to pay any express mail courier/airline shipping charges, courier service charges, and return freight charges. CSU/ERL does not insure semen stored at CSU/ERL or shipped from CSU/ERL. The Client or semen owner must obtain insurance through a certified insurer and/or arrange and pay for insurance through the shipper.
- i. Client is responsible for the cost, disposition and/or storage of frozen semen remaining at the end of the season (September) which shall include the cost of returning, destroying or storing any unused semen (see Freezing and Storage Contract and Fee Schedule). **Client is responsible for any costs related to semen used for the donor mare.** If an arrangement is made through the stallion/semen owner to provide limited semen for reproductive procedures, CSU/ERL must have written verification of the arrangement, and the stallion/semen owner must complete a Freezing and Storage Contract for semen storage at CSU/ERL.
- j. Client agrees to **pay all charges in full** before removing the pregnant recipient(s) or donor mare, frozen embryos or frozen semen. At least one-week notice must be given prior to departure of the donor and/or pregnant recipient mares and/or frozen embryos/semen to allow preparation of required paperwork. The Client is required to make transportation arrangements for donor mare and pregnant recipients between the standard business hours of 7:30 am to 4:30 pm Monday through Friday. An After-Hours Fee will be charged to the Client when the donor or recipient mares arrive or leave CSU/ERL during hours outside of the standard business hours.

5. **Embryos Transferred into CSU/ERL Mare Service Recipient Mares:**

- a. **FRESH ICSI EMBRYO TRANSFER** services will be available **February 1 – July 1**. After June 30, donor mare management will still be available, but any embryos produced 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.
- b. **\$750.00 Annual Embryo Transfer Enrollment Fee due with the signing of this contract for use of CSU ERL/RME leased recipient mares. This non-refundable, non-transferable fee enrolls the abovenamed Donor Mare for the breeding season of February 1 through July 1. One (1) Annual Enrollment Fee will be required for each Donor Mare/Owner/Lessee combination for said breeding season, fresh or frozen embryo transfer. There is a limit of three (3) CSU ERL/RME recipient mares per client for the dates above.**
- c. Client agrees to pay all fees associated with pregnancy and, if applicable, lease of the recipient mare. A total **lease fee of \$2,500** (includes \$500 deposit) will be added to Client's account at day 35 of gestation. A **pregnancy fee of \$2,500** will be applied to Client's account at day 35 for each pregnant recipient mare. A **pregnancy fee of \$1,500** will be applied to Client's account at day 25 for a successful pregnancy transferred into an Owner Provided recipient mare (includes Auto Transfer).
- d. If recipient mare is re-leased for a subsequent embryo transfer after foaling, a total lease fee of \$2,000 will be added to Client's account when CSU ERL is notified of successful pregnancy at 25 days. The original lease agreement will roll forward an additional year. Client agrees to pay CSU ERL an additional pregnancy fee of \$1,500 should CSU ERL manage recipient mare and successfully transfer embryo for a pregnancy at 25 days.
- e. A **\$400 live foal insurance option** is available for the recipient mare. This provides the Client with the use of a recipient mare in the following breeding season, without incurring a recipient lease fee (deposit is 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 Client must submit a notice signed by a licensed veterinarian confirming the pregnancy loss to the ERL 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. If insurance is accepted, the \$400 fee must be paid at time of acceptance. Live foal insurance, if chosen, begins

after day 35 and all fees must be paid.

- f. **Live Foal Guarantee:** In the event a CSU ERL recipient mare loses her pregnancy after 35 days or the newborn foal fails to stand and nurse, the Client will receive a \$1,000.00 credit from CSU/ERL. This credit is good for use in the current breeding season or the next breeding season. The Client must submit a notice signed by a licensed veterinarian confirming the pregnancy loss to the ERL within 10 days of loss to be eligible for the credit. Credit only applies if embryo is transferred into CSU/ERL managed recipient mare.
 - g. Client agrees to return recipient mare in good condition after weaning and no later than December 31 of the foaling year directly to RME. If Donor Mare Owner returns recipient mare to ERL instead of RME, Donor Mare Owner will incur \$225 transportation and handling fee plus any board charges while at the ERL until transportation can be arranged to RME. If recipient mare is **NOT** returned to CSU or RME, or the mare is returned in poor condition at the discretion of RME, the \$500 refund of deposit will be null and void. If recipient mare should die under the care of the Client, a fee of **\$1,500** will be payable to RME. A signed letter from attending veterinarian must be submitted to CSU ERL within 7 days of death. If recipient mare is alive but does not return by December 31 of the foaling year, the Client will be charged **\$2,500** by RME with the assumption that the Client has elected to purchase the recipient mare from RME and the \$500 refund of deposit will be null and void.
 - h. Recipient mare is the property of RME, and the Client is leasing the mare for her surrogate services. Therefore, it is unlawful for anyone other than RME to sell the mare. If the Client 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 RME. The mare can be purchased for an additional **\$2,500** and the \$500 refund of deposit will be null and void. If the mare is then returned in good condition at the discretion of RME, by either Client or new owner, RME will buy the mare back for \$1000.
 - i. Client agrees to pay **any and all veterinary or miscellaneous fees associated** with care of the pregnant recipient after day 16 of gestation through weaning of the foal and return of recipient mare. Client also agrees to pay for all required departure documents (e.g. Coggins test, health certificate and brand inspection). See Fee Schedule attached and incorporated herein. Client is encouraged to pick up recipient mares after 35 days of gestation.
6. All invoice balances are payable at **dismissal or 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. CSU reserves the right to refuse or suspend service when any of the Mare Owner's accounts with CSU is past due. Any account balance not paid within **120 days** of the final invoice issuance will be deemed in default and referred to CSU Collections for further action. Mare Owner agrees to pay all costs and reasonable attorney fees incurred by CSU/ERL in attempting to collect any outstanding balance. The Mare Owner acknowledges lien rights of CSU pursuant to C.R.S. 38-20-203 and hereby irrevocably grants a lien as described therein to CSU/ERL for purposes of securing payment on Mare Owner's account(s).
 7. Client is responsible for providing and paying for any **insurance** desired on the donor mare and/or pregnant recipient mare and/or *in utero* foal and/or frozen semen or embryos. CSU/ERL **does not** provide insurance.
 8. Client is responsible for parentage testing of any foal produced by ICSI or oocyte transfer. By signing this Contract, the Client recognizes and accepts that some inherent risk with respect to parentage is realized with these procedures and releases and holds CSU/ERL harmless from any and all claims, demands and causes of action relating to the procedures undertaken pursuant to this Contract.
Client is responsible for fulfilling all **Breed Registry rules and regulations** including, but not limited to, brand inspections required by law. Client shall promptly furnish proof of ownership, breed registry and brand inspection upon request by CSU/ERL.
 9. If at any time CSU/ERL determines, in its sole judgment and discretion, that Donor Mare or foal needs medical attention, the Donor Mare Owner is responsible for all charges incurred. CSU/ERL will make reasonable efforts to contact Donor Mare/Foal Owner in the event that such medical care is needed; however, Donor Mare/Foal Owner cannot be immediately reached, Donor Mare/Foal Owner hereby authorizes CSU/ERL to initiate medical care and treatment.
 10. If at any time CSU/ERL determines, in its sole judgment and discretion, that the donor mare/foal or any recipient mare needs to be **transferred to the Johnson Family Equine Hospital (JFEH) at the CSU Veterinary Teaching Hospital (VTH) or other veterinary facility** for medical or surgical treatment, the Client is responsible for all charges. These charges will be billed separately by the VTH and must be paid in full before the animal can be returned back to the Equine Reproduction Laboratory. CSU/ERL will make reasonable efforts to contact Client in the event that such transfer is required; however, if Client cannot be immediately reached, Client hereby authorizes CSU/ERL to initiate such transfer, care and treatment.
 11. **This Contract is non-transferable.** If the donor or pregnant recipient mare is sold, all unpaid fees become immediately due and payable and no refunds will be made.

12. CSU/ERL reserves the **right to discontinue service** at its discretion and to terminate this Contract upon 10 days written notice to Client. This can include behavioral and safety concerns related to Donor Mare and/or foal while in the care of CSU/ERL. Donor Mare must be halter broke; meaning caught in a stall with reasonable effort and able to lead safely from stall to palpation stocks and in general terms be safe to work around. There will be no refunds on services provided PRIOR TO this Contract if terminated by either Party.
13. By signing this contract, I hereby grant CSU/ERL the irrevocable right and permission to photograph and/or record my Mare/Donor Mare/Foal/Stallion in connection with CSU/ERL and to use the photograph and/or recording for educational, research or promotional purposes but not limited hereinto. I waive any right to inspect or approve the use of the photograph and/or recording and acknowledge and agree that the rights granted to this release are without compensation of any kind. I also hereby grant CSU/ERL the irrevocable right and permission to collect and obtain both non-invasive and/or disposable samples from my Mare/Donor Mare/Foal/Stallion for the purpose of research or education while being managed at the ERL. _____ Opt-out of photo/videography (*must initial*)
14. 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 Colorado, and any legal action concerning the provisions hereof shall be brought in the District Court in Larimer County, Colorado. If it is determined that a brand inspection ticket is required in order to authorize any transfer or transport of animals under this Contract, Client hereby authorizes and appoints CSU/ERL to execute any required documents on Client's behalf.
15. Client will be **considered in default** of its obligations under this Contract if Client fails to remit any payment within 30 days after invoice or 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 by Client, CSU/ERL may terminate this Contract as of the date specified in the notice, without prejudice to any other right or relief provided herein or 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 in Larimer County District Court, State of Colorado.
16. This **Contract constitutes the entire understanding** between the parties and supersedes any previous contracts or understanding, whether oral or written, concerning the subject matter of this Contract. No services other than those expressly stated in this Contract will be provided by CSU without an express, written and signed amendment to this Contract.

By signing below, I acknowledge and agree to comply with the terms and conditions stated above. Further, I authorize CSU/ERL to act as temporary agent on my behalf pursuant to paragraph 10 above should the mare, her foal and/or pregnant recipient mare require emergency medical or surgical treatment and I authorize the release of medical and/or financial information from the VTH to CSU/ERL.

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

Board of Governors of the Colorado State University System,
acting by and through Colorado State University

| | |
|--------------------------------|----------|
| _____ | _____ |
| Signature of Client/Agent | Date |
| _____ | |
| Print Name | |
| _____ | |
| Address of Client/Agent | |
| _____ | _____ |
| City, State | Zip Code |
| _____ | |
| Phone number of Client/Agent | |
| _____ | |
| E-mail address of Client/Agent | |

By: _____ Date _____
Manager, Business Operations, ERL

Equine Reproduction Laboratory
Colorado State University
1693 Campus Delivery
Fort Collins, CO 80523-1693
Ph: (970) 491-8626 Fax: (970) 491-7005
erl@colostate.edu

ART FEE SCHEDULE (Feb 1 – Aug 1)

| Board/Care per Day | |
|---|---|
| Mare Board | \$35.50 /day (applies to donor and/or owner recipient) |
| Wet Mare Board (mare + foal) | \$37.50 /day (applies to donor and/or owner recipient) |
| CSU Leased Recipient Mare | \$20 /day after day 16 (includes Regumate therapy if indicated) |
| Annual Embryo Transfer Enrollment (CSU leased recip mare) | |
| | \$750 |
| Donor Mare Cycle Management Fee | |
| Includes all transrectal palpations, ultrasonography exams, hormone administration | \$375 |
| Donor Mare Cycle Management for Auto Transfer | |
| Includes all transrectal palpations, ultrasonography exams, hormone administration and continued cycle management in preparation to receive embryo. | \$600 |
| Oocyte Collection Fee - collection of oocytes; both pre-ovulatory, secondary, and immature (if applicable) | \$850 |
| ICSI & Embryo Culture Fee (pre-ovulatory or immature) – <u>initial</u> session for injection of sperm into oocyte(s) & culture of embryos produced. | \$750 |
| Additional ICSI Fee – when a second ICSI session is performed during a single cycle | \$400 |
| Additional ICSI Stallion Fee - (per stallion) when sperm from more than one stallion is used per ICSI session | \$365 |
| Embryo Production – per embryo (blastocyst) produced | \$850 |
| Embryo Cryopreservation (Freezing or Vitrification) per embryo | \$360 |
| Frozen Embryo Storage Fee – requires storage contract (charge applied monthly up to 4 embryos) | \$25 |
| Auto-transfer - transfer of an embryo back into donor mare's uterus | \$500 |
| Warming & Transfer of Frozen (vitrified) embryo – (per embryo) | \$600 |
| Embryo Transfer (fresh ICSI embryo) | \$500 |
| Owner Recipient Mare Management - per cycle | \$375 |
| Pregnancy Fee – Auto-Transfer or Owner Recipient Mare | \$1,500 |
| Foaling Management & Well Foal Care (Jan 8 – June 15) | \$775 |
| Shipped Ovary / Oocyte / Embryos | |
| Shipped Ovaries Oocyte Collection and Maturation Fee for collection & culture of oocytes from <u>ovaries</u> shipped to CSU/ERL **Please note some dates in Oct, Nov, Dec, Jan the service will be closed** | \$1,550 |
| Oocyte Maturation Fee for shipped oocytes; Accepted M, Tu, W (Feb 1-Aug 1) | \$140 |
| ICSI Fee – injection of sperm into oocytes from shipped ovaries or shipped oocytes (per session) | \$750 |
| Embryo Production – per embryo (blastocyst) produced | \$850 |
| Additional ICSI Fee – when a second ICSI session is performed for a single shipment | \$400 |
| Additional ICSI Stallion Fee (per stallion) when sperm from more than one stallion is used per session | \$365 |
| Embryo Handling Fee – handling & packaging of ICSI-produced embryos for shipment | \$285 |
| Shipping Charges – same day | \$Varies |
| <i>Note: Fees for embryo shipments include lease of container and container insurance but not insurance for contents. CSU/ERL does not insure content (oocytes/embryos).</i> | |
| Embryo Transfer by CSU/ERL Mare Services (Feb 1 – July 1) | |
| Annual Embryo Transfer Enrollment | \$750 |
| Transfer of fresh ICSI Embryo – billed at transfer of embryo (per embryo) | \$500 |
| Pregnancy Fee for 35-day pregnancies | \$2,500 |
| Recipient Lease & Deposit (\$500 deposit refundable upon return) for 35-day pregnancy | \$2,500 |
| Optional Live Foal Insurance | \$400 |
| Recipient Buy-Out Fee to RME (Elective; no deposit return) | \$2,500 |
| Miscellaneous Services | |
| Daily Treatment Fee | \$6.25 /day (mare or foal; can vary on frequency of treatment) |
| Regumate Administration | \$6.50 /day |
| Progesterone Analysis | \$65 |
| Brand Inspection | \$50 |
| Coggins Test | \$65 |
| Health Certificate | \$40 (Add'l horse on same certificate \$20) |
| Owner Supplement or Grain Allocation | \$60 each |