

Equine Reproduction Center

1693 Campus Delivery
Fort Collins, CO 80523-1693
erl@colostate.edu

Dear Client,

Enclosed is the **2026 Assisted Reproduction (ICSI)** contract. Please review, complete, and sign the contract and return along with your \$1000 Embryo Transfer Enrollment Fee (use of CSU ERC/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 Center for 2026**. 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](#)

Important Notes: All pregnant mares intended to foal out at the ERC are required to be vaccinated against **Equine Rotavirus** prior to arrival at the ERC (3 dose series; 8, 9, and 10 months). Rotavirus vaccine is in addition to the already required **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 ERC property will have a Well Baby Foal exam performed at intake. The goal is health and safety of all foals at the ERC. 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 ERC property.

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

Sincerely,
Equine Reproduction Center Team
970-491-8626

ART Checklist:

- Completed & Signed Contract; Return **PRIOR** to Appointment
 - Embryo Transfer Enrollment Fee (\$1000) per Donor Mare/Owner/Lessee/Embryo combination
 - Pre-payment or placed your credit card on file
 - Current Coggins, Vaccines, Farrier and Deworming
- If using an owner **provided recipient**, please also return:
- Completed & Signed General Mare Services Contract for recipient mare. Ensure all the above for recipient mare.

Important Dates:

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



EQUINE REPRODUCTION CENTER
PH: 970-491-8626 ERL@COLOSTATE.EDU
PHYSICAL: 3101 RAMPART ROAD
FORT COLLINS, CO 80521

STALLION INFORMATION

Please list stallions in order of preference. Actual order of use may vary with availability of stallion or semen

Stallion 1:	Pregnancies Desired:
Contact:	Phone:
Stallion 2:	Pregnancies Desired:
Contact:	Phone:
Stallion 3:	Pregnancies Desired:
Contact:	Phone:

HEALTH & MANAGEMENT

Prior to arrival at the CSU/ERC, 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. ERC Farrier services will be billed directly by the farrier to the mare owner. Add'l holding 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. Must be checked and initialed.
Tetanus	(Date)	
Influenza	(Date)	
Rhinopneumonitis (Foaling Mares REQUIRED 5, 7, 9 mo.) (#1 Date) (#2 Date) (#3 Date)		
West Nile	(Date)	
Rabies (recommended)	(Date)	
Clostridium C & D (Foaling Mares REQUIRED 6 wk, 3wk prior) (#Date)	(Date)	
Equine Rotavirus (Foaling Mares REQUIRED 8, 9, 10 mo.) (#1 Date) (#2 Date) (#3 Date)		
Strangles (<i>Streptococcus equi.</i>) (optional)	(Date)	
Last Deworming (Type/Brand):	(Date)	
Current Negative Coggins (REQUIRED w/ in 12 mo.)	(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 / Prior Foaling History:	Current Treatments:
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FEED INSTRUCTIONS

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

Hay Type & Quantity (pounds):	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 Assisted Reproduction Agreement (“Contract”) is entered into on the last day of signature (“Effective Date”) 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 Center (hereafter referred to as “CSU/ERC”), and the Donor Mare Owner identified on page 1 above. CSU/ERC agrees to attempt oocyte recovery from donor mare and/or transfer oocytes or embryos determined suitable into the reproductive tract of a synchronized recipient mare or ship suitable embryos to outside facility determined by Donor Mare Owner.

1. The person signing this Contract represents and warrants that he/she is the **true and lawful owner** of the Donor Mare, 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. The Donor Mare Owner represents that they are the lawful owner of any frozen semen used in procedures, and if not, the Donor Mare Owner will provide CSU/ERC 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/ERC 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 Donor Mare Owner shall be deemed binding upon the person signing this Contract and the owner of the Donor Mare (hereinafter, individually and collectively referred to as the Donor Mare Owner).
2. Donor Mare Owner agrees that during the period CSU/ERC 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/ERC 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/ERC. The Donor Mare Owner will be billed directly by farrier for all farrier services.
3. The Donor Mare Owner hereby releases and shall indemnify and hold CSU/ERC harmless from any claim, demand or loss arising from any disease, injury or death to the Donor Mare and/or foal and/or pregnant recipient mare and/or in utero foal arising out of any undertaking by CSU/ERC under the terms of this Contract. Further, the Donor Mare Owner shall exonerate, protect, indemnify, defend, and hold harmless CSU/ERC, 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’s 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 the Donor Mare Owner), or of any person while the recipient mare(s) are under the Donor Mare Owner’s possession or control, whether caused by the sole negligent acts or omissions of Donor Mare Owner or by the concurrent negligent acts or omissions of Donor Mare Owner, arising out of or attributed, directly or indirectly, to the use, possession, transportation (except for transportation, delivery and pick up by CSU/ERC or RME), condition, or storage of the mares, 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/ERC 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. Donor Mare Owner hereby releases and shall indemnify and hold CSU/ERC harmless from any claim, demand or loss arising from transport or transport regulations. Donor Mare Owner 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/ERC or RME does not screen recipients for previous disease exposure or vaccinations (e.g., antibody titers). Donor Mare Owner shall exonerate, protect, indemnify, defend, and hold harmless CSU/ERC and RME from any and all liabilities, expenses, claims, fines, costs, attorney fees, and damages of every kind associated with vaccinations and recent or previous exposure to disease and their impact on transportation.
 - b. **FRESH ICSI EMBRYO TRANSFER services are available February 1 – July 1.** 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.
4. **A non-refundable \$1,000.00 Annual Enrollment Fee per Donor Mare/Owner/Lessee/Embryo combination is due at signing for CSU/ERC leased recipient mare use.**
 - a. A total lease fee of \$3,000 (includes \$500 deposit) will be added to Donor Mare Owner’s account at day 35 of gestation. A **pregnancy fee of \$2,500** will be applied to Donor Mare Owner’s account at day 35 for each pregnant recipient mare. A **pregnancy fee of \$1,500** will be applied to Donor Mare Owner’s account at day 25 for a successful pregnancy transferred into an Owner Provided recipient mare.

- b. If recipient mare is re-leased for a subsequent embryo transfer after foaling, a total lease fee of \$2,500 will be added to Donor Mare Owners account when notified of successful pregnancy. The original lease agreement will roll forward an additional year.
 - c. *Live Foal Guarantee*: In the event a recipient mare loses her pregnancy after 75 days or the newborn foal fails to stand and nurse, the Donor Mare Owner will receive a \$1,000.00 credit from CSU/ERC. This credit is good for use in the current breeding season or the next breeding season. **The Donor Mare Owner must submit a notice signed by a licensed veterinarian confirming the pregnancy loss to the ERC within 10 days of loss to be eligible for the credit.**
 - d. Donor Mare Owner agrees to return recipient mare(s) 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 ERC instead of RME, Donor Mare Owner will incur **\$275** transportation and handling fee plus any board charges while at the ERC until transportation can be arranged to RME. If recipient mare is **NOT** returned to RME, or the mare is returned in poor condition at the discretion of RME; which can include but not limited to poor body condition, lack of farrier care, the \$500 refund of deposit will be null and void.
 - e. If recipient mare should die under the care of the Donor Mare Owner, a deceased mare fee of **\$1,500** will be payable to RME and return of deposit will be null and void. **A signed letter from attending veterinarian must be submitted to CSU ERC within 10 days of death.** If recipient mare is alive but does not return by December 31 of the foaling year, the Donor Mare Owner will be charged **\$3,500** for mares age 3 – 10 years and **\$3,000** for mares age 10+ years old by RME with the assumption that the Donor Mare Owner has elected to purchase the recipient mare from RME. \$500 refund of deposit will be null and void.
 - f. Recipient mare is the property of RME, and the Donor Mare Owner is leasing the mare for her surrogate services. Therefore, it is unlawful for anyone other than RME to sell the mare. If the Donor Mare Owner 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 **\$3,500** 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 original Donor Mare Owner or new owner, RME will buy the mare back for \$2,500.
5. The Donor Mare Owner agrees to pay **all fees related to the lease, pregnancy, and care** of the recipient mare(s), including any veterinary or miscellaneous expenses incurred after day 16 of gestation through foal weaning and the mare's return. Donor Mare Owner 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. Donor Mare Owner should pick up recipient mares after 35 days of gestation and prior to 120 days gestation.
 6. The Donor Mare Owner shall be responsible for all charges associated with the shipment, storage, and handling of semen and/or embryos to CSU/ERC, including but not limited to express mail, courier, airline, and return freight fees. The Donor Mare Owner shall also be responsible for all costs related to the disposition or storage of cryopreserved embryos remaining at the end of the breeding season (September), including the cost of returning, storing, or destroying any unused embryos. Please indicate desired disposition of unused embryos:
 - a. Agree to pay for storage
 - b. Agree to pay to return/transport embryos to another site
 - c. Disposal of unused embryos
 7. Frozen Embryo storage fees will be billed monthly. When invoices for frozen embryos are not paid to CSU/ERC through six billing cycles, a certified letter will be sent to Donor Mare Owner requesting that embryo billing is brought current. Embryos will be destroyed 30 days from date of certified letter, whether or not received/accepted by Donor Mare Owner, if account is not paid in full. CSU/ERC will attempt to maintain storage costs at current prices. CSU/ERC reserves the right to adjust prices accordingly as material costs increase or storage procedure changes. Owner will be notified of price increases in writing.
 8. CSU/ERC 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 Donor Mare Owner 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/ERC (or any person employed by or associated with CSU/ERC) harmless on any and all damages associated therewith.
 9. Donor Mare Owner agrees to **pay all charges in full** before removing the frozen embryo, pregnant recipient(s) or Donor Mare. See Fee Schedule attached hereto. Donor or recipient mares will not be released if insufficient notice is given or the bill is not paid prior to departure. At least one-week advance notice must be given prior to removal of embryos, departure of the donor and/or pregnant recipient mares to allow preparation of required paperwork. The Donor Mare Owner is required to make transportation arrangements for pregnant recipients between the hours of 7:30 am to 4:30 pm Monday through Friday, unless previous arrangements have been made well in advance.

10. Donor Mare Owner is responsible for **obtaining and paying for any insurance** desired on the Donor Mare and/or pregnant recipient and/or *in utero* foal and/or frozen semen stored and/or frozen embryos for Donor Mare. CSU/ERC **does not** provide insurance.
11. Donor Mare Owner is responsible for **parentage testing** parentage testing of any foal produced by ICSI/embryo transfer. By signing this Contract, the Donor Mare Owner recognizes and accepts that some inherent risk with respect to parentage is realized with these procedures and releases and holds CSU/ERC harmless from any and all claims, demands and causes of action relating to the procedures undertaken pursuant to this Contract.
12. Donor Mare Owner is responsible for all **Breed Registry rules and regulations** and including, but not limited to, brand inspections required by law. Donor Mare Owner shall promptly furnish proof of ownership, breed registry and brand inspection upon request by CSU/ERC.
13. CSU/ERC may initiate emergency medical or surgical treatment, including transfer to the Johnson Family Equine Hospital or another veterinary facility, if deemed necessary. CSU/ERC will make reasonable efforts to contact the Donor Mare Owner before treatment or transfer. The Donor Mare Owner is responsible for all associated costs, billed directly by the treating facility.
14. This **Contract is non-transferable**. If the Mare is sold, all unpaid fees become immediately due and payable and no refunds will be made. This Contract is subject to the laws of the State of Colorado.
15. CSU/ERC reserves the **right to discontinue service** at its discretion and to terminate this Contract upon 2 days' notice to Donor Mare Owner. This can include behavioral and safety concerns related to Donor Mare and/or foal while in the care of CSU/ERC. 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 or during this Contact if terminated by either Party.
16. By signing this Contract, I hereby grant CSU/ERC the irrevocable right and permission to photograph and/or record my Mare/Donor Mare/Foal/Stallion in connection with CSU/ERC 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/ERC 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 ERC. Opt-out of photo/videography (*must initial*)
17. 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 exclusively 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, Donor Mare Owner hereby authorizes and appoints CSU/ERC to execute any required documents on Donor Mare Owner's behalf.
18. Payment is due upon dismissal or within 30 days of the invoice in the case of continued services. Late payments incur a \$25 handling fee and 1.5% monthly interest. Failure to remit payment within 30 days after invoice or to perform any term, condition, or covenant of this Contract—continuing for 10 days after written notice—constitutes default. In the event of default, CSU/ERC may suspend services, terminate this Contract as of the date specified in the notice, and pursue any remedies available at law. Accounts more than 120 days past due will be referred to CSU Collections, and the Donor Mare Owner shall be responsible for all collection costs and attorney fees. Pursuant to C.R.S. 38-20-203, CSU/ERC retains a lien on all animals and property in its possession until payment is received. Jurisdiction and venue for enforcement or relief actions shall be exclusively in the District Court of Larimer County, Colorado. This **Contract constitutes the entire understanding** between the parties and supersedes any previous contract or understandings, 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.
19. CSU/ERC shall be responsible to the fullest extent allowed under the law for its own negligence, and the negligence of its employees and authorized volunteers acting within the scope of their actual authority. It is expressly understood and agreed that nothing contained in this Contract shall be construed as an express or implied waiver by CSU/ERC of its governmental and sovereign immunities, as an express or implied acceptance by CSU/ERC of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as a pledge of the full faith and credit of the State of Colorado, or as the assumption of any of the parties of a debt, contract or liability of each other in violation of Article XI, Section 1 of the Constitution of Colorado. As an institution of the State of Colorado, CSU/ERC is not authorized to indemnify any party, public or private, as against the claims and demands of third parties and any such indemnification provision in this Contract shall be null and void.
20. **Assumption of Risk and Acknowledgment of Potential Complications**

ART FEE SCHEDULE (Feb 1 – Aug 1)

Board/Care per Day	
Mare Board	\$37.50 /day (applies to donor and/or owner recipient)
Wet Mare Board (mare + foal)	\$39.50 /day (applies to donor and/or owner recipient)
CSU Leased Recipient Mare	\$21 /day after day 16 (includes Regumate therapy if indicated)
Annual Embryo Transfer Enrollment (CSU leased recip mare)	
Annual Embryo Transfer Enrollment (CSU leased recip mare)	\$1000
Donor Mare Cycle Management Fee	
Includes all transrectal palpations, ultrasonography exams, hormone administration	\$400
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 (OPU) - collection of oocytes; both pre-ovulatory, secondary, and immature (if applicable)	
Oocyte Collection Fee (OPU) - collection of oocytes; both pre-ovulatory, secondary, and immature (if applicable)	\$1000
ICSI & Embryo Culture Fee (pre-ovulatory or immature) – <u>initial</u> session for injection of sperm into oocyte(s) & culture of embryos produced.	
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	\$475
Additional ICSI Stallion Fee - (per stallion) when sperm from more than one stallion is used per ICSI session	\$365
Embryo Production – per embryo produced	\$850
Embryo Cryopreservation (Freezing or Vitrification) per embryo	\$375
Frozen Embryo Storage Fee – requires storage contract (charge applied monthly up to 4 embryos)	\$30
Auto-transfer - transfer of an embryo back into donor mare's uterus	\$500
Warming & Transfer of Frozen (vitrified) embryo – (per embryo)	\$675
Embryo Transfer (fresh ICSI embryo)	\$675
Owner Recipient Mare Management - per cycle	\$375
Foaling Management & Well Foal Care (Jan 8 – June 15)	\$850
Shipped Ovary / Oocyte / Embryos	
Shipped Ovaries Oocyte Collection and Maturation Fee for collection & culture of oocytes from <u>ovaries</u> shipped to CSU/ERC **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	\$140
ICSI Fee – injection of sperm into oocytes from shipped ovaries or shipped oocytes (per session)	\$750
Embryo Production – per embryo 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	\$150
Shipping Charges – same day airline, courier and return label	\$455
<i>Note: Fees for embryo shipments include lease of container but not insurance for contents. CSU/ERC does not insure contents (oocytes/embryos).</i>	
Embryo Transfer by CSU/ERC Mare Services (Feb 1 – July 1)	
Annual Embryo Transfer Enrollment	\$1000
Transfer of fresh ICSI Embryo – billed at transfer of embryo (per embryo)	\$675
Pregnancy Fee – CSU Leased Recipients	\$2,500
Recipient Lease & Deposit (\$500 deposit refundable upon return) for 35-day pregnancy	\$3,000
Pregnancy Fee – Auto-Transfer or Owner Recipient Mare	\$1,500
Miscellaneous Services	
Daily Treatment Fee	\$7.00 /day (mare or foal; can vary on frequency of treatment)
Regumate Administration	\$6.50 /day
Progesterone Analysis	\$65
Owner Supplement or Grain Allocation	\$60 each
Farrier Holding Fee	\$25 /hr