



2025 Recipient Mare Contract

ICSI – Embryo Transfer

ProFuture Equine Reproduction, hereafter known as PF, agrees to guarantee a recipient mare for the transfer of fresh embryos produced from a flush from the donor mare listed below for the calendar year of 2025.

Name of Mare	Age	Registration #	Preferred Transfer Date
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Name of Stallion	Contact Name	Contact Phone Number
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By entering into this contract, the embryo owner agrees to the following charges when those charges are applicable:

1. \$2,000.00 - Non-Refundable/Non-Transferable Contract Deposit
 - i. Will be credited back onto the owners’ account when the recipient mare has been returned to ProFuture Equine (non-transferable to another owner)
2. \$500.00 - Embryo Transfer Fee (per embryo)
3. \$4,000.00 - Recipient Mare Lease Fee
4. \$15/day – Recipient Mare boarding and maintenance fees up to 60 days of gestation
 - a. Only applied when mare has reached 45 days of pregnancy.

ProFuture has chosen to separate charges instead of “packaging” them. Separating the charges allows billing and veterinary work to be transparent to you as a client. PF has found that “packaging” charges does not allow such transparency and acts to penalize a client’s fertile donor mare at the expense of another client’s sub-fertile donor mare. ProFuture’s goal is to offer industry leading work for an affordable and competitive rate.

By entering into this contract, the embryo owner acknowledges and agrees to the following:

1. To pay PF two thousand dollars (\$2,000) **NON-REFUNDABLE/NON-TRANSFERABLE** (can be transferred to another donor mare but cannot be transferred to another owner) under any circumstance (regardless of transfer outcome, expiration of breeding season) recipient mare deposit fee that secures a recipient mare for the donor mare whose name appears above for the 2025 breeding season only. This deposit fee will be credited to your account and can be rolled over to the following calendar year if needed. This fee will be billed upon submission of this contract and will secure one recipient mare for the 2025 breeding season. This fee not only secures such recipient mare for the owner but also covers expenses including proper care and reproductive management, initial pregnancy exams, the care and medications immediately following the embryo transfer, and up to 20 days of pregnancy. This allows us to offer the highest chance for the recipient to successfully catch the pregnancy. These fees do not include the breeding management and insemination of donor mares, medications, or the actual embryo transfer fee. Please refer to the attached fee schedule for these fees. **Initial _____**
2. **Recipient Lease Fees:** For each pregnancy, a recipient mare checked in foal at 45 days with a heartbeat will incur a lease fee of four thousand dollars (\$4,000) which will be due at that time.
 - a. **Initial _____** The embryo owner agrees to pay all veterinary or miscellaneous fees associated with the care of the pregnant recipient mare after the first positive pregnancy check through

- weaning of the foal and the return of the recipient mare. This includes any additional medications or treatments as deemed necessary by the attending veterinarian.
- b. **Initial _____** The embryo owner agrees to pay \$15 per day for board and all fees associated with routine care of the recipient mare once she reaches 25 days of gestation, including weekly progesterone shots and administration fees through 60 days of gestation (pending sufficient progesterone levels present). After 60 days of gestation, the daily board will increase to \$20 per day. This fee covers the cost of feed, routine healthcare, and any necessary management practices to ensure the mare's health and safety.
 - c. **Initial _____** At ProFuture Equine, we believe that embryo transfer recipients are safely in foal at 45 days and are ready to ship home. However, if preferred, the recipient may continue to be boarded and foaled out at ProFuture Equine for additional fees. This option provides peace of mind for those who wish for ProFuture Equine to handle all aspects of foaling and mare care. Please note that additional foaling fees, board rates, and veterinary fees will apply.
3. **Approval for Re-Use of WET Recipient Mare:** This section is applicable for those that bring the recipient mare back for PF to foal out. Do you, as the recipient lessee, authorize ProFuture to use the wet recipient mare to transfer another owner's embryo after she has your foal? Yes No If approved, the lessee will not be responsible for any medication, will only be responsible for 50% of boarding fees, and will receive credit of \$1,000 to their account at PF.
4. **Initial _____ Refunds:** The lease fee will be refunded in full if the mare is no longer in foal prior to 45 days of pregnancy and has not left ProFuture Equine premises. ProFuture Equine will promptly notify the embryo owner if the mare is found to be no longer in foal within this timeframe. If the recipient mare aborts between 45 and 310 days of gestation, ProFuture Equine will grant a credit of twenty-five hundred dollars (\$2,500) upon receiving a written statement from the attending veterinarian confirming that the mare is no longer in foal. This credit can be used for services of the embryo owner's choice, but it is non-refundable. Please note that the credit must be used within a specified period, as determined by ProFuture Equine, to ensure proper planning and allocation of resources. Any credit must be used within 2 years of contract date.
5. **Initial _____ ICSI Success Rates and Expectations:** The embryo owner acknowledges that pregnancy rates for ICSI embryos are variable and typically range between 30-50%. Multiple attempts may be required, and success is not guaranteed.
6. **Initial _____ Risks Associated with ICSI:** The embryo owner is informed that ICSI carries unique risks, including but not limited to damage to the oocyte during injection, potential failure to fertilize, and lower implantation success rates compared to traditional flush embryos. The embryo owner assumes these risks upon entering into this contract.
7. **Initial _____ Success Not Guaranteed Clause:** The embryo owner acknowledges that while ProFuture Equine takes all reasonable efforts to ensure a successful outcome, ICSI procedures do not guarantee pregnancy. Factors such as egg and sperm quality, embryo handling, and mare health all significantly influence the success of the procedure.
8. **Initial _____ Live Foal Guarantee:** This contract grants one live foal guarantee for each paid recipient/ET lease on NON-ICSI derived embryos, pursuant to the terms of this provision. In the event that a recipient does not produce a foal that stands and nurses, the guarantee will be honored by providing a \$3,000.00 discount for one future embryo transfer, to be performed in the same or subsequent year's breeding season. All other fees described in this Agreement shall apply to the subsequent transfer. Requirements include:
- a. Veterinary certification must be provided within 30 days of the loss of the foal.
 - b. If the loss was due to negligence on the part of the Owner, this credit becomes null and void.
 - c. Failure to attend foaling voids the guarantee.
 - d. Request for the discount must be submitted within 30 days of the loss.

- e. The Owner's account must be in good standing.
 - f. **For ICSI derived embryos:** If the owner decides to leave the Recipient Mare at PFE through her 60-day pregnancy check and the Recipient is found not to be in foal, PFE will refund \$4,000. If the Recipient leaves PFE prior to the 60-day pregnancy check and is later found not to be in foal, there will be no refund.
9. **Initial _____ Twins:** If the recipient mare is checked in foal with twins, the embryo owner must decide whether to terminate the pregnancy by day 45 of embryo age. ProFuture Equine will notify the embryo owner promptly once twins are confirmed, allowing adequate time for decision-making. If the embryo owner chooses to terminate the pregnancy, ProFuture will consider this a loss of pregnancy, and the embryo owner will receive another recipient mare, subject to availability and any additional associated costs. If the embryo owner chooses not to terminate the pregnancy by day 45 of embryo age, the embryo owner will then be required to purchase the recipient mare by forfeiting the one thousand six-hundred-dollar deposit (\$1,600). No credit will be provided for this recipient mare, as the costs associated with the mare's care and management have been incurred by ProFuture Equine. This policy ensures that the embryo owner takes full responsibility for managing a twin pregnancy beyond the initial stage.
10. **Initial _____** PF shall not be held responsible for uncontrollable circumstances pertaining to recipient mares, including but not limited to poor colostrum quality, insufficient milk production, development of placentitis, red bag deliveries, and foal rejection. PF will, however, make reasonable efforts to assist in addressing these complications, but no guarantees can be made regarding the outcomes.
- a. **Delivery complications and treatment responsibility:** In the event that the recipient mare experiences any complications during delivery, including but not limited to rectovaginal tearing, the lessee shall be fully responsible for all veterinary treatment, medical expenses, and any necessary reconstructive procedures required to restore the mare's health. Additionally, the lessee acknowledges that the deposit will only be refunded if the lessee provides proof that all reasonable precautions were taken to avoid such complications. This includes a formal statement from the attending veterinarian detailing the preventative measures undertaken prior to and during the delivery process. The statement must also verify that all standard protocols were followed to minimize risks. Failure to provide such documentation will result in forfeiture of the deposit.
11. **Initial _____** PF shall not be held responsible for issues arising from improper management of the recipient mare while in the care of the embryo owner (e.g., unattended foaling, turnout in areas with insufficient or unsafe fencing, etc.). It is understood that each recipient mare has unique personality traits and behaviors that require individualized management. The embryo owner is responsible for ensuring appropriate care to maintain the well-being of both the recipient mare and the foal. PF strongly recommends consulting with professionals to ensure best practices are followed for managing the recipient mare during this critical period.
12. **Initial _____** If at any time PF determines, in its sole judgment and discretion, that the recipient mare needs to be transferred to Interstate Equine Hospital or Oakridge Equine Hospital for medical or surgical treatment, the embryo owner is responsible for all charges. ProFuture Equine will make reasonable efforts to contact the embryo owner if such a transfer is required; however, if the embryo owner cannot be immediately reached, the embryo owner hereby authorizes ProFuture Equine to initiate such transfer, care, and treatment as deemed necessary. This authorization is intended to ensure prompt and proper medical attention for the recipient mare, prioritizing her health and safety in all situations.
13. **Initial _____ Handling and Storage of Embryos:** ProFuture Equine takes utmost care when handling and storing embryos. However, the facility is not



responsible for loss or damage to embryos while in storage or transit due to factors beyond its control, including equipment failure or unforeseeable incidents. Owners should consider insurance coverage for stored reproductive material. The Owner assumes all risk during transit. ProFuture Equine shall not be held liable for injury, illness, or loss of any animal during transportation.

14. **Initial _____ Return of Recipient Mare:** To return the recipient mare to PF in good health (this includes reasonable body condition) after she has weaned the foal. Once returned and a ProFuture Equine employee has inspected recipient mare to ensure she is in good condition, a credit of two thousand dollars (\$2,000) will be credited to the owner's account. ALL RECIPIENTS MUST BE RETURNED UPON WEANING THE FOAL.
15. **Initial _____ Release of Embryos or Foals:** No embryos, foals, or horses will be released to the Owner until all outstanding balances owed to ProFuture Equine have been paid in full. If fees are not settled within 90 days, ProFuture Equine reserves the right to retain possession of the embryo, foal, or horse until the account is current. **NO RECIPIENT MARE(S) SHALL BE RELEASED WITHOUT PAYMENT**
16. **Initial _____ Insurance Responsibility:** The embryo owner is solely responsible for obtaining any insurance coverage desired for the pregnant recipient mare and/or the embryo she will be carrying. ProFuture Equine will not arrange or provide insurance coverage on behalf of the embryo owner. All veterinary exams required for the purposes of securing insurance will incur additional charges, which are the responsibility of the embryo owner. PF advises the embryo owner to coordinate with their chosen insurance provider to ensure that all necessary requirements and veterinary evaluations are completed in a timely manner.
17. **Initial _____ Right of Refusal:** PF reserves the right to refuse or discontinue services at any time for reasons including, but not limited to, non-compliance with facility rules, failure to pay, behavioral issues that pose a safety risk, or health concerns. If services are discontinued, the Owner will be given reasonable notice to arrange for the horse's removal.
18. **Initial _____** Any shipped in embryos that arrive at PF facility later than 7:00pm will receive a \$250 after-hours embryo transfer charge.
19. **Initial _____ Photography and Marketing Consent: Media Release & Promotional Use**
The Owner grants ProFuture Equine the right to use any photographs, videos, or media of the Owner's mares, foals, embryos, or other associated horses for promotional, marketing, and educational purposes. This includes, but is not limited to, social media, brochures, website content, and advertising campaigns. The Owner acknowledges that no compensation will be provided for such use, and all media becomes the property of PF.
20. **Initial _____ Client Responsibility: Communication and Contact Information**
The Owner is responsible for maintaining up-to-date contact information with ProFuture Equine, including email addresses and phone numbers. PF will not be held liable for communication failures resulting from outdated or incorrect contact details provided by the Owner. Failure to respond to ProFuture's communication attempts after a specific number of days (7 days) may result in a decision being made in the client's best interest.
21. **Initial _____ Force Majeure Clause:** PF shall not be held liable for any failure or delay in performance of its obligations under this contract if such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, war, civil disturbance, governmental actions, pandemics, or interruptions in supply chains. Such events shall be considered 'force majeure,' and ProFuture Equine will make reasonable efforts to mitigate the impact of any such occurrence.

Governing Law: This contract shall be governed by and construed under the laws of the State of Oklahoma. Any disputes arising under this agreement shall be resolved through binding arbitration in Purcell, Oklahoma, in accordance with the rules of the American Arbitration Association. The parties agree that the arbitration decision shall be final and binding, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.



Attorney's Fees: In the event of a dispute requiring legal action, including arbitration, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing party.

By signing below, I acknowledge and agree to comply with the terms and conditions stated above. This contract is subject to the laws of the State of Oklahoma.

Client Name: _____ Phone No. _____

E-Mail: _____

Physical Address

Street: _____ City: _____

State/Province: _____ Zip/Postal Code: _____ Country: _____

Client Signature: _____ **Date:** _____

Credit Card Authorization and Payment Policy

This policy constitutes a written agreement between the undersigned client ("Client") and ProFuture Equine ("ProFuture"). By signing below, the Client agrees to the following terms regarding credit card payments:

1. **Initial _____ Credit Card Information on File:** The Client authorizes ProFuture to retain their credit card information on file for payment of services rendered, including, but not limited to, boarding, breeding, veterinary care, and other equine management services.
2. **Initial _____ Past Due Accounts:** If the Client's account becomes past due by more than thirty (30) days, ProFuture reserves the right to charge the Client's credit card on file for the full outstanding balance, including any late fees or accrued interest. The Client will be notified in writing prior to the credit card being charged, providing a minimum of ten (10) days' notice to settle the balance by other means.
3. **Initial _____ Authorization for Recurring Charges:** The Client acknowledges that this agreement serves as written authorization for ProFuture to process payments using the credit card on file for any past due amounts. This includes, but is not limited to, charges for boarding, breeding, veterinary services, or other related fees. Charges will continue until the account is brought current or paid in full.
4. **Initial _____ Notification of Charges:** ProFuture will make reasonable efforts to notify the Client prior to charging the credit card on file. This may include written notice via email or postal mail, detailing the outstanding balance and the date on which the credit card will be charged.
5. **Initial _____ Declined Payments and Additional Fees:** If the credit card on file is declined, the Client will be notified and must provide an alternate payment method within ten (10) days. A service fee of \$25 may be applied for declined transactions. ProFuture reserves the right to take further action to collect unpaid balances, including but not limited to placing a lien on the horse, embryo, or foal as permitted by Oklahoma law.
6. **Initial _____ Client Responsibility:** The Client is responsible for maintaining accurate and up-to-date credit card information on file with PF. Failure to do so may result in additional fees or interruption of services.
7. **Initial _____ Responsibility for Payment Plans:** If a payment plan is agreed upon, the Client is responsible for making payments on time. If payments are not made as agreed, PF reserves the right to cease services until the account is brought up to date. Failure to maintain an agreed payment plan may result in the horse being retained until all outstanding debts are settled.



- 8. **Initial** **Applicable Law:** This agreement is governed by the laws of the State of Oklahoma. By signing below, the Client agrees to comply with the terms and conditions outlined herein and acknowledges that ProFuture may exercise its rights under this policy in the event of a past due account.
- 9. **Initial** **Client Payment Terms:** Accepted Payment Methods: PF accepts payments from international or U.S based clients via Wise, PayPal, Wire Transfer, Credit Card, Check, and Cash (U.S. dollars only).
- 10. **Initial** **Responsibility for Payment Fees:** Clients who choose to pay via Wise, PayPal, Wire Transfer, or Credit Card are responsible for all associated fees and charges. These fees must be added on top of the invoiced amount.
- 11. **Initial** **No Payments Accepted Outside the United States:** PF does not accept payments made through banks, financial institutions, or payment methods located outside the United States unless listed in authorized list above. All payments must be processed through approved U.S.-based financial systems.
- 12. **Initial** **Data Security for Credit Card Information:** PF takes the security of client information seriously. All credit card information provided by clients will be stored securely and handled in compliance with Payment Card Industry Data Security Standards (PCI DSS). If you have any questions regarding how your data is protected, please contact our office.

Credit Card Authorization Form

Please complete all the fields below. This form authorizes ProFuture Equine to keep your credit card on file for payment of services as outlined in the Credit Card Authorization and Payment Policy.

Credit Card Information

Cardholder Name (as it appears on card): _____
Card Number: _____ **Expiration Date (MM/YY):** _____ **CVV:** _____

Billing Address

Street: _____ **City:** _____
State/Province: _____ **Zip/Postal Code:** _____ **Country:** _____

Authorization

Recurring Payment Authorization: By signing below, I authorize ProFuture Equine to charge my credit card for services rendered, including boarding, breeding, veterinary care, reproductive care, and other equine management services as described in the Credit Card Authorization and Payment Policy.

Terms and Conditions By providing your credit card information and signing this form, you authorize ProFuture Equine to charge the credit card on file for any outstanding balances in accordance with the terms outlined in the Credit Card Authorization and Payment Policy. You acknowledge that ProFuture Equine will make reasonable efforts to notify you before charging your card for overdue balances and that you are responsible for maintaining accurate credit card information on file.

Please submit the completed form to ProFuture Equine via secure email or in person.

Client Acknowledgment

By signing below, I, the Client, agree to the terms of this Credit Card Authorization and Payment Policy and grant ProFuture Equine the authority to charge my credit card for any outstanding balances as described above.

Client Printed Name: _____

Cardholder Signature: _____ **Date:** _____