



EQUINE IN VITRO FERTILIZATION SERVICE CONTRACT

I. Parties

A. _____
(name)

(address)

(telephone/ email address)

MARES _____

STALLIONS _____

B. HONAHLEE, P.C. (hereinafter "Honahlee") of 14005 SW Tooze Road, Sherwood, Oregon 97140, is an Oregon professional corporation in the business of the oocyte fertilization, embryo maturation, and storage of sperm, vitrified embryos and related activities, such as research.

II. Owner's Obligations

A. Owner agrees to pay all charges for services under the terms of this agreement on or before the first day of the month following the month of billing. Payment is to be made to Honahlee at the address specified in the invoice. The amount of the fees to be paid for the charges are for general services furnished by or in behalf of Honahlee and are to be charged per the fee schedule being used by Honahlee at the time the services are performed. Charges for services not scheduled are to be charged at the usual and customary rates. Any payments not made within thirty (30) days after due shall bear interest from the due date at a rate of twelve percent (12%) per month.

B. Owner expressly grants to Honahlee a security interest in the oocytes/ embryos produced and/or stored by Honahlee for any charges made in processing and storage of the oocytes/ embryos. If Owner is more than thirty (30) days late in the payment of any charges billed under this contract, or otherwise is in default hereunder Owner and Honahlee shall have the rights and remedies provided in the Oregon Commercial Code - Secured Transactions. If Owner defaults in payment of any charges under this

contract, Honahlee, P.C. shall be permitted to destroy or sell all or any portion of the collected embryos. Sale may be made at private or public sale, to one or more persons, after giving the owner written notice of sale, mailed postage prepaid, to the address of the owner stated in Section I of this agreement, at least ten (10) days prior to the sale. Owner agrees to sign registration applications of foals produced by the sale of semen resulting from default of any payments.

C. Owner agrees to hold Honahlee, its officers, directors, employees, agents and representatives harmless for any loss of oocytes/ embryos to be processed under this contract. Owner agrees to indemnify and hold harmless Honahlee, its officers, directors, employees, agents and representatives against any and all claims, including third party claims, for injury, sickness and/or death of any females associated with oocytes or embryos processed by Honahlee.

D. Owner agrees to indemnify Honahlee, its officers, directors, employees, agents and representatives against any and all claims, including third party claims, for loss or lack of viability of oocytes/ embryos collected under this contract. Owner agrees to assume all risk of loss of oocytes/ embryos received, produced and stored under the terms of this contract and agrees that the responsibility of insurance against loss or lack of viability of embryos stored by Honahlee under this agreement is to be borne solely by the Owner.

E. Owner agrees that Honahlee has no responsibility to determine if Owner has the authority to utilize semen that Owner provides Honahlee for purposes of IVF services and Honahlee may rely on the Owner's delivery of the semen as Owner's representation that Owner has such authority. Owner agrees that Honahlee has no responsibility for or liability on account of the health, fertility, or condition of either the oocytes of the mare or of the sperm delivered by Owner. Further, Owner agrees to cause the sperm to be delivered to Honahlee within one (1) day of delivery of any oocytes to Honahlee. Owner agrees to defend, indemnify and hold Honahlee harmless (including any legal fees incurred by Honahlee) from any claim that Owner did not have the authority to deliver the subject sperm to Honahlee for IVF services.

F. Owner agrees that a portion of oocytes (___% or ___ number), or embryos (___% or ___ number), randomly selected, may be used by Honahlee for research purposes, as appropriate in the judgment of Honahlee and cultured under experimental conditions. In return for this allowed research, Owner will receive a credit against Honahlee's standard charges for oocyte and embryo processing as set forth on attached Schedule 1. Embryos resulting from such research are owned solely by Owner and are the responsibility of Owner. It is the Owner's responsibility to determine the fate of the produced embryos.

III. Obligations of Honahlee

A. Honahlee agrees, in consideration of the payments and promises to pay made above, that it will receive, recover and process oocytes from the designated mares(s) under the terms of this agreement.

B. Honahlee makes no warranty of any kind whatsoever, express or implied, including but not limited to the viability of any oocytes/ embryos/ sperm processed or stored under this agreement, and hereby disclaims all warranties, including WARRANTIES OF MERCHANTABILITY or fitness for a particular purpose.

IV. Miscellaneous

A. This agreement shall be construed under and in accordance with the laws of the State of Oregon.

B. This contract contains the entire agreement of the parties and there is no other agreement relating to this semen service contract not expressed herein. No modification, waiver or termination of this contract shall be binding unless executed in writing by the party to be bound thereby.

C. Any person signing this agreement as the agent of the Owner warrants and represents that he or she has full, express authority to do so and to legally bind the Owner.

Date: _____ **Honahlee, P.C.**

By: _____

Date: _____ **Owner**

By: _____

PAYMENT TERMS:

A deposit of \$1000.00 is due upon execution of this contract per shipment of oocytes.

Balance due as invoiced upon completion of processing. Payment is due in full prior to embryos leaving Honahlee, P.C. or prior to the release of embryos o the owner.

Credit Card _____ Exp _____ CVV _____

Billing Address _____

Owner understands that processing and vitrification of embryos used internationally will necessitate additional costs for permits and protocols required by the country of import.

Schedule I

