

Topline Equine Veterinary Care | Dr. Jennifer Teigen 3087 130th Avenue, Glenwood City, WI 54013 | (715) 684-9442 www.toplineequinevetcare.com Email: toplineequinevetcare@gmail.com

# **Embryo Transfer**

## Mare Breeding / Foaling Agreement 2021 Breeding Season

Today's Date:	**Please include a copy of the mare's registration papers & negative Coggins when submitting this contract.								
	Donor Mare Information								
Registered Name:				Breed:		Registration No:			
Barn Name:							Color:	:	
Is Your Horse Insured? Yes □ No □	Insurance Agency & Contact No.			Type	of Insurance:		Bi	irth Date/Age:	
		Owi	ner In	form	ation				
Owner Name:				Email Address:					
Address:			City:	I		State:		Zip Code:	
Primary Phone:		Business	s Phone		Cell Phone:				
Agent:		Agent E	mail:			Agent Phone:			
In case of an emergency secondary contact name can authorize veterinary	e and number of a v medical or surgic	person th al treatm	ent.	ame:	16 1 11 6			· D	
	g Options: □ Cash <mark>base fee for your s</mark>								
Authorization to post pi	ctures of Mares ar					ge.	□ Yes	s □ No	
Services Desired									
Please check the at Embryo transfer(s) (Base fee: \$1500/three attempts)			☐ Mare Foaling Management (Base fee: \$940.00)  *Mare <b>must</b> have Equine Rotavirus vaccination series In foal to:  Breeding Facility:						
Last foaled date: / / / Last breeding date: / /									
Please list your selected stallion(s) for the 2021 breeding season.									
Stallion Name:		Facility:							
Stallion Contact:			Phone	<b>e:</b>					
2 <sup>nd</sup> Stallion Name:			2 <sup>nd</sup> Facility:						
2 <sup>nd</sup> Stallion Contact:			2 <sup>nd</sup> Ph	ione:					
*If shipping semen, please include your Fed/Ex Acct # if Applicable									

## **Explanation of Breeding/Embryo Transfer Services**

### **Service for Embryo Transfer:**

TEVC offers an Embryo Transfer Service for a \$1,500.00 non-refundable, non-transferrable, annual enrollment fee.

This fee is payment for ONLY the following services: palpations, ultrasound exams, embryo flushes, evaluations, and non-surgical transfers, <u>up to 3 attempts</u>.

After 3 embryo flush attempts, each additional attempt will be billed separately at \$650.00 per attempt. The fee for insemination of the Donor Mare (not including stallion fees or semen transport fees), is additional to the Embryo Transfer Service. For fresh/cooled/live cover, it is \$385.00/cycle, use of frozen semen is \$500.00/cycle.

Upon each Recipient Mare reaching 30 days gestation of a viable pregnancy, the Owner pays TEVC \$2,500.00 for the lease of each Recipient Mare. \*See Embryo Transfer Contract for further details.\*

This contract made on	, 20, by and between Topline Equine Veterinary Care
(TEVC), and	, (Owner) is for the service of Equine Embryo Transfer.

2021 Embryo Transfer Contract

- 1. The Owner will provide the "Donor Mare" named \_\_\_\_\_\_\_ to TEVC. TEVC will then initiate the process of embryo production and recovery from the Donor Mare. The embryo(s) will then be transferred into "Recipient Mare(s)" owned by TEVC.
- 2. Upon signing of this contract, the Owner will pay TEVC a \$1,500.00 non-refundable annual enrollment fee. This fee is payment for ONLY the following services: palpations, ultrasound exams, and embryo flushes, evaluations, and non-surgical transfers up to 3 attempts. After 3 embryo flush attempts, each additional attempt will be billed separately at \$650.00 per attempt. Insemination of the Donor Mare (not including stallion fees or semen transport fees) is an additional cost. The fee for breeding with fresh/cooled/live cover is \$385.00/cycle. The fee for artificial insemination with frozen semen is \$500.00/cycle. All embryo transfer work must be done between February 1, and July 1 of contract year unless special arrangements are made. The owner will pay board for the Donor Mare at a rate of \$17/day or \$425/month for a dry mare and \$22/day or \$475/month for a mare and foal. Board includes grain mix twice a day and grass/alfalfa hay, a stall in a heated barn, and turnout during the day weather permitting. Owner will be charged standard fees for all other treatments and drugs that may be deemed necessary based on the judgement of TEVC for proper breeding or health management including farrier work. This enrollment fee is not transferable to another Donor Mare.
- 3. Upon each Recipient Mare reaching 30 days gestation with a viable pregnancy, the Owner will pay TEVC \$2,500.00 for the lease of the Recipient Mare. When the Recipient Mare reaches 30 days of gestation, the Owner is responsible for all medical bills and board on the recipient mare. If the Recipient Mare is not picked up at 30 days, board will be billed at \$12.50/day or \$250/month pasture board or \$17/day or \$425/month stall board. After the 30 days, the Owner is also responsible for any and all expenses of the Recipient Mare.
- 4. The Owner agrees to return the Recipient Mare to TEVC within 6 months of foaling and agrees to take reasonable care of the Recipient Mare while in the Owner's care. If the mare is not in good health and breeding sound upon return, or not returned for any reason, the Owner agrees to pay TEVC \$1,500.00.
- 5. It is expected that the Recipient Mare will deliver a live foal (defined as able to stand and nurse within 24 hours after birth). If the recipient mare loses the pregnancy after 30 days of gestation, the Owner will receive a credit of \$1000.00 towards embryo transfer work at TEVC in the following year. The recipient mare must be returned with a letter from the examining veterinarian stating the findings at the time of loss of pregnancy or a non-live foal for the credit to be issued. No credit will be given if the

loss is due to an inherited genetic defect such as lethal white syndrome or other genetic defects. No credit is given if the mare dies for any reason while pregnant.

- 6. TEVC recommends the Owner maintain insurance on the Donor Mare, Recipient Mare, and the embryo (s) against all losses, damages, and risks. The Owner shall not hold TEVC responsible in any way for loss, damage, risk, or the costs associated with loss or damage while at TEVC or after they leave TEVC.
- 7. The Owner understands that TEVC is not responsible for the expense of stallion fees, transporting semen, or semen containers. The owner is also responsible for making sure they meet the requirements for breed registration for the resulting foal.
- 8. The Owner understands and agrees that many factors impact the success of embryo recovery and transplantation. Although, TEVC will make every effort to be successful, there is no guarantee of success. The owner may terminate this contract at the point of unsuccessful embryo recovery, but the Owner must pay all amounts due under this contract. Otherwise TEVC will continue to attempt to fill the obligations of this contract until July 1 of contract year.
- 9. TEVC reserves the right to terminate the contract and suspend series if the Owner's account is past due.
- 10. The Owner understands and agrees to pay account in full prior to transporting the Donor Mare or Recipient Mare from TEVC. Unpaid accounts may result in a lien placed on the Donor Mare and/or the resulting foal. Owner agrees that TEVC can charge credit card account if any bill is not paid within 30 days of notice of charges on Owners account.

By signing below, I acknowledge and agree to comply with the terms and conditions stated above. Further, I authorize TEVC to act as temporary agent on my behalf should the "Donor 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 TEVC to the referral clinic/hospital.

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

Signature of Mare Owner/Agent:		Date:		
			Topline Equine Veterinary Care	
Print Name:			Jennifer Teigen, DVM 3087 130 <sup>th</sup> Ave	
Signature of TEVC Authorized Representative Agent:		Date:	Glenwood City, WI 54013 (715) 684-9442	
Approved by:		Date:		
Credit Card Information: □VISA	□MASTERCA	RD DISCOVER		
Number:				
Expiration Date:	CVC:	Billing Zip Cod	e:	

## **Explanation of Foaling Management Services**

### **Service for Mare Foaling Management:**

TEVC offers mare foaling management for a fee of **\$940.00/mare**.

\*\*Mares <u>MUST</u> have Equine Rotavirus vaccination series (8, 9, & 10 months)\*\*
(Board is an additional \$425.00 (mare before foaling) or \$475.00 (mare and foal)/month)

Services included: monitoring of the mare (use of surveillance cameras, Foalert system), individual box stall, and daily outdoor turn out (weather permitting, indoor arena if not) for exercise.

Post parturition foal care includes: \*administration of 1 Liter of plasma,\* treatment of umbilicus (2x/day), physical exam, monitoring of nursing, IgG level & PCV/TP at 15-24hrs of age, and probiotics on days one, four, and seven. Seven to nine days post foaling, a uterine culture and cytology will be performed on mare to ensure she is free of infection.

\*The culture/cytology procedure is NOT included in the base fee. See attached fee schedule.

**Other Potential Costs:** Uterine therapy (antibiotic infusion, flushing, culturing, and biopsy), drugs (sedation, progesterone, ovulatory agents), courier fees to pick up semen at airport, shipping back disposable containers to stallion owners, caslicks procedure, and any other unforeseen emergencies. See fee schedule.

### **Explanation of Breeding Services**

Breeding via Live Cover or Artificial Insemination with Chilled or Fresh Semen: \$385.00/mare, per heat cycle. Services included: artificial insemination, oxytocin, palpations and reproductive ultrasounds.

Breeding via Artificial Insemination with Frozen Semen: \$500.00/mare, per heat cycle. Services included: artificial insemination within 4-6 hours of ovulation, palpations and reproductive ultrasounds.

Ultrasounds are utilized to determine the stage of estrous and timing of ovulation, allowing us to order semen or collect the stallion at optimal time. TEVC handles all communications and arrangements to have semen shipped direct to us.

It is the responsibility of the mare owner to have the contract signed and paid for with the stallion owners.

### The mare owner must submit a copy of the shipper's breeding contract/shipping restrictions.

We will administer an ovulatory agent (additional fee applies) to ensure proper timing of ovulation to correspond with expected insemination. We will continue to ultrasound the mare's reproductive system until ovulation has occurred or it is determined another insemination is needed. Included in the package is one pregnancy ultrasound exam, performed 14 to 16 days post ovulation at TEVC.

Any follow-up/recheck ultrasounds (recommended at 30-40 days post breeding) are performed for an additional cost.

\*Board/care fee is <u>additional</u>, as is the fee for returning shipping containers. See attached fee schedule.

\*Special requests/other treatments to mare will be performed at an additional cost.

\*TEVC does not board stallions for breeding. Stallions must be hauled in for collection/live cover.

## **Health & Management**

We require disclosure of any medical conditions that could affect management of the animal before acceptance into this program. The condition of your animal will be documented upon their arrival.

Please provide the following information to help us manage your animal.

Pre-existing conditions (illness, injury, lameness, vices, etc):

Current Treatments (medications, etc.):

Prior to arrival at TEVC, 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: Equine Rotavirus (Date) series 8, 9, 10mo. **Farrier Services** (Date) \*Req. for foaling (Date) out Eastern/Western Trimming or shoeing will be performed as needed or as requested. Please Equine Encephalitis (Date) note any special instructions and/or contact phone numbers for a farrier to Tetanus call for specific instructions. Farrier services will be billed directly by the (Date) farrier, to the mare owner. Trim  $\square$ Full Shoe □ Half Shoe □ West Nile (Date) Last Farrier Date: / / Rhinopneumonitis Other Notes: (Date) Influenza (Date) Rabies (optional) Other health/management related notes: (Date) Strangles (optional) (Streptococcus equi.) (Date) Potomac Horse Fever (optional) (Date) Last Deworming (Type/Brand) (Date)

## **Service Terms and Conditions**

This agreement is entered into this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 20\_\_\_\_ by and between Topline Equine Veterinary Care (hereafter referred to as TEVC) and the Mare Owner identified on page (1). TEVC agrees to breed the mare identified on page (1) by the method selected by the owner on page (1) to the stallion selected by the owner listed on page (1) and/or foal out the Mare identified on page (1).

- 1. The person signing this contract represents and warrants that he/she is the **true and lawful owner** of the mare, or if not the owner, then has actual authority to act as Owner's agent for the purpose of entering into this contract, and to make any and all decisions regarding the animal and its veterinary care. The Mare Owner represents that they are the lawful owner of any frozen semen used in procedures, and if not, the Mare Owner will provide TEVC with the contract 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 TEVC 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 Mare Owner shall be deemed binding upon the person signing this contract, and the owner of the mare (hereinafter, individually and collectively referred to as the Mare Owner).
- 2. Mare Owner agrees that during the period TEVC is in possession of the Mare and or Foal, good equine practice may suggest and/or require the Mare and or Foal to be vaccinated, dewormed, and feet trimmed or shod. Therefore, during the term of this contract, the Mare Owner hereby grants to TEVC the right and authority, based upon its independent judgement, to administer **routine preventative medicine** and to have the Mare and or Foal trimmed or shod at any time by the farrier selected by TEVC. The Mare Owner shall pay/reimburse TEVC for the cost thereof upon invoice as set forth below.

- 3. The Mare Owner hereby releases and shall indemnify and hold TEVC harmless from any claim, demand or loss arising from any disease, injury or death to the Mare and/or foal and/or in utero foal arising out of any undertaking by TEVC under the terms of this contract. Further, the Mare Owner shall exonerate, protect, indemnify, defend, and hold harmless TEVC, 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 attributed, directly or indirectly, to or resulting from any and all negligent acts or omissions of the Mare Owner, whether caused by the sole negligent acts or omissions of Mare Owner or by the concurrent negligent acts or omissions of Mare Owner), arising out of attributed, directly or indirectly, to the use, possession, transportation (except for transportation, delivery and pick up by TEVC), condition, or storage of the mare, 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 TEVC.
- 4. Mare Owner is responsible for any **costs related to semen used for the mare**.
- 5. Mare Owner agrees to pay, at time of arrival, a down payment of "base" fee, either \$385.00, \$940.00, or \$500.00, (whichever is applicable) and all charges in full, before departure of the Mare and/or Foal. See Fee schedule attached hereto. At least 48 hours advance notice must be given prior to departure of the Mare and or Foal to allow preparation of required paperwork. The Mare Owner is required to make transportation arrangements for the mare and or Foal between the hours of 7:30am-5:00pm, Monday through Friday, unless previous arrangements have been made well in advance.
- 6. **Mares will not be released if the bill is not paid prior to departure**, unless prior arrangements have been made.
- 7. All invoice **balances are payable within 30 days of monthly or final invoice.** After 30 days from billing date, interest of 1.5% per month on the outstanding balance will be assessed. TEVC reserves the right to refuse or suspend service when any of the Mare Owner's accounts with TEVC are past due. The Mare Owner agrees to pay all costs and reasonable attorney fees incurred by TEVC in attempting to collect any outstanding balance.
- 8. Mare Owner is responsible for **obtaining and paying for any insurance** desired on the Mare and/or foal and/or in utero foal. TEVC does not provide insurance.
- 9. Mare Owner is responsible for **parentage testing** of any foal.
- 10. Mare Owner is responsible for all **Breed Registry rules and regulations** including, but not limited to, brand inspections required by law.
- 11. If at any time TEVC determines, in its sole judgement and discretion, that the Mare and/or foal needs to be transferred to a referral clinic (Stillwater Equine Hospital or University of Minnesota) for medical or surgical treatment, the Mare Owner is responsible for all charges incurred. **These charges will be billed separately by the referral clinic** and must be paid in full before the animal may be returned to TEVC. TEVC will make reasonable efforts to contact Mare Owner in the event that such transfer is required; however, if the Mare Owner cannot be immediately reached, Mare Owner hereby authorizes TEVC to initiate such transfer and exam.
- 12. This **contract is non-transferable**. If the Mare and or Foal is sold, all unpaid fees become immediately due and payable and no refunds will be made.
- 13. TEVC reserves the **right to discontinue service** at its discretion and to terminate this contract upon 10 days advance written notice to the Mare Owner
- 14. The Mare Owner will be considered in default of its obligations under this contract if the Mare Owner fails to remit any payment within 30 days after invoice or otherwise fails to observe, to comply with, or to perform any term, condition, or covenant contained in this contract and such failure continues for 10 days after TEVC gives the Mare Owner written notice thereof. In the event of default by the Mare Owner, TEVC may terminate this contract as of the date specified in the notice, without prejudice to any other right or relief provided 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 originate exclusively in the District Court in and for the County of St. Croix, State of Wisconsin.
- 15. 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 TEVC 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 TEVC to act as temporary agent on my behalf pursuant to paragraph (11) above should the Mare, her foal and/or pregnant recipient require emergency medical or surgical treatment and I authorize the release of medical and/or financial information from TEVC to the referral clinic/hospital.

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

above.	1			
Signature of Mare Owner/Agent:	Date:			
		Topline Equine Veterinary Care		
Print Name:		Jennifer Teigen, DVM		
		3087 130 <sup>th</sup> Ave		
Signature of TEVC Authorized Representative	Date:	Glenwood City, WI 54013		
Agent:		(715) 684-9442		
Approved by:	Date:			
Doord on d	Como Chimulation			
Board and	Care Stipulation	S		
Please choose the type of board: $\Box$ <b>Outside</b> \$12.50	o/day or \$250/mo.   $\Box$ <b>St</b>	<b>all</b> (under lights) \$17/day or \$425/mo.		
☐ <b>Mare &amp; Foal Stall</b> \$22/day or \$475/mo. **Foal	s boarded longer than 2 we	eks will be broke to lead for a \$100 fee.		
Outside: Free choice hay, grain twice daily, and w	ater. Shelter is provided	in the event of severe weather.		
$\square$ May be kept with other horses $  \square$ Keep w	ith	□ Must be kept separately		
<b>Stall</b> : Individual box stall, cleaned daily, in heated barn. Daily turnout (weather permitting) or indoor arena.				
$\square$ May be turned out with other horses   $\square$ Turno	out with	$\square$ Must be kept separately		
Other turnout instructions:				
**All horses will be turned out for exercise UNI				
stating that the horse is to remain confined.** If y veterinarian's statement, you will be expected to c				
daily, this service will be provided at an additional fee. (\$33.00/day or \$800.00/month) *				
Board is due at the first of each month. If boarded less than a month, board is due when the				
horse	e is picked up.			
Feeding Instructions (Choose either TEVC standard diet, or indicate preferences)				
☐ <b>Feed TEVC standard diet.</b> TEVC standard diet is free choice quality hay and a balanced concentrate twice a day.				
<b>Hay type:</b> □ Grass/Alfalfa Mix   □ Grass   □ Own (Must provide)				
<b>Grain:</b> $\square$ TEVC mixlbs. $ \square$ <b>P</b> Strategylbs. $ \square$ <b>P</b> Growthlbs. $ \square$ <b>A</b> Performancelbs.				
$\square$ <b>A</b> Grass Balancerlbs.   $\square$ Own (Must provi	de, with instructions)	_lbs. $\Box$ AM   $\Box$ PM		
Vitamin/mineral supplement (must provide):		Qty:  X/day		
Any special feeding instructions:				

# **Boarding Terms & Conditions**

- -If a horse being boarded at Topline Equine Veterinary Care (TEVC) becomes ill or injured and requires a veterinarian's attention, the management will call the veterinarian and the horse owners will be responsible for all charges. Owners will be notified as soon as possible.
- -TEVC's regular veterinarian and farriers will be used unless a prior arrangement has been made and agreed upon by the client and TEVC.
- -Dean and Jennifer Teigen, Topline Horse Company, or Topline Equine Veterinary Care management assume no liability for accident, sickness, or death of a horse, but will exercise reasonable judgement in care and supervision of the horse. Owner and guests understand unforeseen accidents and injury are possible and no horse is safe. Owner and guests are also aware that adverse weather or unfamiliar people and surroundings may affect a horse and are fully prepared to accept those hazards at one's own risk.
- -I have inspected the property and I find it safe and suitable for its intended purpose. The management will keep medical records. Routine deworming and vaccination schedule or any other problems or needs can be discussed with the management or Dr. Jennifer Teigen.

Signature of Mare Owner/Agent:	Date:	
Print Name:		Topline Equine Veterinary Care Jennifer Teigen, DVM 3087 130 <sup>th</sup> Ave
Signature of TEVC Authorized Representative Agent:	Date:	Glenwood City, WI 54013 (715) 684-9442
Approved by:	Date:	

# Fee Schedule (effective January 1st, 2021)

Board/Care (*fees may fluctuate due to	cost of hay and propane in 2020-2021*)
Mare Under Lights in Stall	\$ 17.00/day or \$ 425.00/month
Mare with Foal in Stall	\$ 22.00/day or \$ 475.00/month
Mare Outside/Pasture	\$ 12.50/day or \$ 250.00/month
Intensive Care	\$ 240.00/day
Trailer-in Facility Day Fee	\$ 33.00/day
No Turnout/Special Exercise Requirements	\$ 33.00/day or \$800.00/month
Foal Halter Breaking (fee automatically applies to foals	\$ 100.00/foal
boarded longer than two weeks)	

Mare Management & Foaling Services			
Mare Breeding w/fresh or cooled semen Base: \$ 385.00/mare/cycle, plus board			
Mare Breeding Live Cover	Base: \$ 385.00/mare/cycle, plus board		
<b>Includes:</b> Reproductive ultrasounds, palpations, oxytocin, breeding.			

Mare Breeding w/frozen semen	Base: \$ 500.00/mare/cycle, plus board	
Includes: Palpations, and artificial insemination w/in 4-6 hrs before/after ovulation.		

Mare Foaling Management	Base: \$ 940.00/mare, plus board	
	oring, administration of 1 Liter of plasma to foal, foal	
umbilicus care, foal tests (IgG, PCV/TP), probiotics.		
Stall Deposit (Non-Refundable, required to "hold" stall)	\$ 100.00	
Re-suture Foalert Transmitter Fee	\$ 60.00	
Replace Foalert Transmitter Fee	\$ 120.00	

Mare Services		
Ultrasound & Palpation	\$ 52.50/exam	
Banamine Injection	\$ 11.00/dose	
Prostaglandin	\$ 9.75/treatment	
Ovulatory Agent	\$ 68.50/treatment	
Oxytocin	\$ 3.00/mL (or) 15.00/day	
Regumate (Progesterone) Administration	\$ 4.00/day (or) \$ 225.00/bottle (1000mL)	
Prep Mare for Procedures	\$ 11.00	
Uterine Lavage	*\$21.00/Liter	
Uterine Infusion	*\$ 21.25/treatment, plus antibiotic used	
Uterine Culture/Cytology Procedure		
(Includes: Prep, Uterine Swab, Culture/Cytology.)	\$ 100.00	
*Sensitivity test (for positive cultures) add. \$12.00		
Caslicks Procedure	\$ 90.00	

Miscellaneous Services		
Courier Transport – to pick up semen shipped airport	\$ 50.00/trip	
Coggins Test	\$ 42.00	
Health Certificate	\$ 30.00	

<sup>\*</sup>Subject to change based on fluctuations in price of supplies.