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EMBRYO TRANSFER AGREEMENT

Between the undersigned:

K.I. Hof Ter Leeuwe bvba represented by Erik Degeneffe, Ridderstraat 41, 3440 Zoutleeuw

Mentioned below: **K.I. HOF TER LEEUWE**

and

Mr/Mrs:			
Invoicing for personal purposes/ Invoicing at company name (Delete what does not apply – no change possible after invoicing)			
Company:			
VAT:			
Address:			
E-mail:			
Tel:		Mobile:	

Mentioned below: **THE BREEDER**

The BREEDER hereby declares:

1. To have signed the **health declaration**.
1. To have received the **general conditions**. These are always printed on the back side of the received invoices and are published on the website of K.I. Hof Ter Leeuwe.
2. To accept the **embryo transfer agreement**:

Prior:

K.I. Hof Ter Leeuwe provides recipient mares for embryo transplantation to its clients. Current agreement applies to all embryos of donor mares owned by the breeder or exploited by him / her during the breeding season.

A. THE BREEDER

The breeder is responsible to obtain the necessary authorizations for embryo transfer, breeding certificates and other documents necessary for registering the foal in the relevant studbook.

The breeder is considered to know the techniques for embryo production such as those applied by K.I. Hof Ter Leeuwe and to accept the risks associated with those techniques. The execution of the entrusted mandate to K.I. Hof Ter Leeuwe, involves a number of inherent risks for the health and welfare of the embryo, the donor mare and the recipient mare, which in the worst case can lead to permanent injuries or death of the embryo and/or horse. By entrusting the assignment to K.I. Hof Ter Leeuwe the breeder acknowledges and accepts these risks.

The professional liability insurance from K.I. Hof Ter Leeuwe, its employees and delegates covers in certain cases the damage that may arise as a result of any errors in the execution of the entrusted assignment. The liability for damage resulting from any error is always and without exception limited to a maximum amount of € 6197.34 per mare, all included, and nothing excepted.

By signing this agreement, the owner will expressly waives all claims towards K.I. Hof Ter Leeuwe for all damage exceeding the aforementioned maximum amount of 6197.34 € per mare or for any damage that would fall outside the coverage of the professional liability insurance, regardless of the circumstances or the nature of the facts that would give rise to this liability.

An additional insurance can cover these risks. K.I. Hof Ter Leeuwe itself does not provide such insurances. The breeder is responsible for any insurance that is required for the donor mare and/or the pregnant recipient mare and/or the in-utero foal.

If at any time K.I. Hof Ter Leeuwe, in his own judgment and discretion decides that the donor mare or recipient mare must go to a veterinary clinic for medical or surgical treatment, the breeder remains responsible for all costs. These costs are invoiced separately and must be paid before the animal can return to K.I. Hof Ter Leeuwe. K.I. Hof Ter Leeuwe will make reasonable efforts to contact the mare owner in the event that such a transfer is required. However, if the mare owner cannot be reached immediately, the owner hereby gives K.I. Hof Ter Leeuwe the authorization to make such transfer, care and treatment.

The breeder commits to pay the costs of embryo transplantation and the provision of the pregnant recipient mare when the recipient mare is pregnant on the 45th day of the gestation (= age of the embryo) and this outward and at the latest on the expiry date of the corresponding invoice.

From the 45th day of pregnancy, the risk (health of the recipient mare and its embryo), as well as the care and the boarding of the recipient mare are at the expense of the breeder. Boarding costs (12 €/day, excl 21% VAT) are charged from the 45th day of the pregnancy until the departure of the mare. All costs (provision of the recipient mare, boarding and any other costs) must be paid BEFORE the departure of the recipient mare. The recipient mares can only leave the center with sufficient proof of payment and after delivery of a signed contract.

B. K.I. HOF TER LEEUWE

K.I Hof Ter Leeuwe agrees:

All administrative and regulatory steps to be carried out with regard to the correct execution of the embryo transplantation. To make every effort to ensure the good processing of the embryo transplantations. K.I. Hof Ter Leeuwe reserves the right to choose itself the technique for embryo transplantation. K.I. Hof Ter Leeuwe does not accept a result-related relationship when accepting and executing the assignment. K.I. Hof Ter Leeuwe only undertakes to carry out the assignment in accordance with the general due care standard and the rules of art.

C. THE RECIPIENT MARE

It is expressly agreed that:

From the 45th day of gestation (= age of the embryo); the breeder has full responsibility for the recipient mare and the unborn foal.

K.I. Hof Ter Leeuwe is not responsible for the health of the recipient mare and her (unborn) foal after the 45th day of the gestation. All medical costs necessary for the good health of the recipient mare and the foal are at the expense of the breeder.

No medical treatment may be carried out that excludes the recipient mare for human consumption. If a recipient mare is excluded for human consumption as a result of medical treatment, the owner will pay a financial compensation of 1000 € to K.I. Hof Ter Leeuwe.

K.I. Hof Ter Leeuwe is in no case responsible for loss of foetus after 45th day of gestation, mortality of the recipient mare or the foal and any other case of loss of value of the foal.

K.I. Hof Ter Leeuwe is not responsible for the consequences of a twin pregnancy caused by the split in utero of an embryo in two embryos (so-called single twins). This phenomenon is extremely rare and cleavage of the embryo can occur until quite late in its development, which in exceptional cases can be extremely difficult to observe with conventional ultrasound techniques. K.I. Hof Ter Leeuwe commits itself to recognize possible twin pregnancies in time by means of conventional ultrasound, but offers no guarantee that a twin pregnancy can in any case be excluded.

The breeder himself decides whether or not to take an insurance to protect himself against the above (and other) risks. The breeder can take an insurance on his own initiative.

The health care and vaccination program will be continued by the breeder. In particular, the recipient mare will be dewormed at regular intervals in function of the risk of reinfection. The mare must be vaccinated against flu and tetanus once a year and it is obliged that the recipient mare will also be vaccinated against rhino pneumonia during the 5th, 7th and 9th month of gestation.

The recipient mare is and remains the property of K.I. Hof Ter Leeuwe and must come back to K.I. Hof Ter Leeuwe in good health condition at the latest when the foal reaches the age of 6 months. If the undersigned wishes to keep the recipient mare longer, 100 € per month will be charged extra. When the recipient mare dies or is not back before 1 March of the following breeding season, K.I. Hof Ter Leeuwe charges 1350 € (excluding VAT).

If the recipient mare has an abortion or stillbirth during her residence with the breeder, she can return to K.I. Hof Ter Leeuwe after submitting a certificate by an accredited veterinarian that there is no single infectious cause for the abortion or stillbirth. In the absence of such certificate or in the case of an infectious cause, the breeder must keep the surrogate mare in quarantine at least 4 weeks after the stillbirth or abortion, before the surrogate mare can return to K.I. Hof Ter Leeuwe.

The breeder will inform K.I. Hof Ter Leeuwe in time for the return of the recipient mare. Returning the recipient mare is always possible after an appointment by telephone and preferably during regular working hours.

The use of the recipient mare, owned by K.I. Hof Ter Leeuwe, for embryo transplantation, without prior written approval, will be considered as theft.

If, despite the good care of the breeder, the recipient mare dies during the residence with the breeder, a certificate with the cause of death must be drawn up by the veterinarian and within a week after her death delivered to K.I. Hof Ter Leeuwe. K.I. Hof Ter Leeuwe will charge the deceased recipient mare for 1350 € excl. VAT.

The breeder can always optain to purchase the pregnant recipient mare from K.I. Hof Ter Leeuwe. K.I. Hof ter leeuwe uses the following rates.

