



Ridderstraat 41
B-3440 Zoutleeuw
hofterleeuwe.be
BN 96/05

Tel: +32(0)11 78 11 13
Fax: +32(0)11 69 85 66
H.R.H. 76751
Btw BE 441 535 387

ki@hofterleeuwe.be
Bank: BNP Paribas Fortis
IBAN BE30 0016 2827 2211
BIC GEBABEBB

Ovum Pick Up (OPU)-contract K.I. Hof Ter Leeuwe

The undersigned, (name).....

(address)..... V.A.T. nr.....

(tel).....(email).....

Owner of the mare: UELN number.....

1. Declares to have signed the **health declaration**.
2. Declares to have received the **general conditions**.
3. The person signing this Contract represents and warrants that he/she/it is the true and lawful owner of the donor mare(s) 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 signatory shall be fully responsible for all charges incurred under this Contract and shall indemnify, defend and hold harmless K.I. Hof Ter Leeuwe 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 Client shall be deemed binding upon the person signing this Contract and the owner of the mare(s) (hereinafter, individually and collectively referred to as Client).
4. Wants to collect oocytes from the above mare by Ovum Pick Up, to be carried out by K.I. Hof Ter Leeuwe (Ridderstraat 41, 3440 Zoutleeuw).

Gives permission to send these oocytes to Avantea (Porcellasco 7f 26100 Cremona, Italy).

Gives permission to Avantea to do Intracytoplasmatic sperm injection (ICSI), to freeze the produced embryo's, to store the produced embryo's and to send the embryo's to K.I. Hof Ter Leeuwe.

Gives permission to Avantea to pass on the results to K.I. Hof Ter Leeuwe.
5. Is sufficiently informed about the results. On average 1.5 embryos are produced per OPU. When OPU and ICSI are executed there is no guarantee to have an embryo. After transplanting the frozen embryo there is a gestation rate of 78% on 14 days of gestation.
6. Acknowledges that the commitment with K.I. Ter Leeuwe is a commitment by means and not a commitment of results.
7. The Client hereby releases and shall indemnify and hold K.I. Hof Ter Leeuwe harmless from any claim, demand of loss arising from any disease, injury or death to the donor mare(s) arising out of any undertaking by K.I. Hof Ter Leeuwe under the terms of this contract.



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8. Accepts the **OPU conditions**:

The Client is aware that Ovum Pick Up is an invasive medical procedure and is aware that every medical intervention carries a risk. The specific risks that OPU entails are; damage of the ovaria, ovarian or abdominal infection, intra-abdominal bleeding, problems with administering medication (epidural anesthesia, antibiotics, anti-inflammatory, drip infusion with sedation), peritonitis, rectal tears (1 case out of 10,000 investigations). These complications are rare but possible and could be potentially life threatening. The owner is aware that any anesthesia involves a risk.

If at any time K.I. Hof Ter Leeuwe, in his own judgment and discretion decides that the donor mare must go to a veterinary clinic for medical or surgical treatment, the owner 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 professional liability insurance from K.I. Hof Ter Leeuwe, its employees and delegates cover 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 Client 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 the circumstances or the nature of the facts that would give rise to this liability.

Regarding the transport of the oocytes and embryos: when something goes wrong during the transport, both parties K.I. Hof Ter Leeuwe as Avantea are not responsible. The responsibility lies with the transport company. The Client is responsible for providing and paying for any additional insurance to cover this risk.

The Client understands and acknowledges that K.I. Hof Ter Leeuwe does not insure stored embryos/semen, and the purchase of insurance for the embryos/semen is the sole responsibility of the Client.

K.I. Hof Ter Leeuwe shall take reasonable efforts to maintain the frozen embryos/semen in proper storage conditions pursuant to this agreement, with proper care, handling and protection according to reasonable standards and practices of the equine industry. The Client 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 K.I. Hof Ter Leeuwe (or any person employed by or associated with K.I. Hof Ter Leeuwe) harmless on any and all damages associated therewith.

An additional insurance can cover these risks. K.I. Hof Ter Leeuwe itself does not provide such insurances. The Client is responsible for any insurance that is required for the donor mare.

The Client is responsible for parentage testing of any foal produced bij ICSI. By signing this contract, the Client recognizes and accepts that some inherent risk with respect to parentage is realized with these procedures and releases and holds Avantea and K.I. Hof Ter Leeuwe harmless from any and all claims, demands and causes of action relating to the procedures undertaken pursuant to this contract.

The Client is responsible for all studbook registrations and regulations.



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9. Payment:

All payments must be made directly to K.I. Hof Ter Leeuwe. K.I. Hof Ter Leeuwe pays Avantea.

An advance payment of 1500 euros is requested (OPU and transport to Avantea).

The standard sanitary tests are those in accordance with the intra-Community regulations. If the Client wishes to produce embryos that are exportable extra-Community, this must be explicitly communicated in advance.

The stable money of the mare, the cost of the sanitary tests, the cost to perform the ICSI, the extra costs for the use of a second stallion, the costs for freezing embryos and the storage costs for embryos are subsequently invoiced. These prices can always be found on the website of K.I. Hof Ter Leeuwe

The Client hereby confirms to be sufficiently informed and has fully understood the contract. By signing, the Client fully agrees with the contract. In the event of any dispute Belgian case law applies, and the Belgian courts have jurisdiction.

Place:

Date:

Signature Client: