

ViaGen Equine

(Mailing) PO Box 851 **(Physical)** 114 N Main Street
Collinsville, TX 76233
866-434-5181 or equine@viagenequine.com



Services Performed By:

ViaGen Equine
114 N Main Street
Collinsville, TX 76233

Services Performed For:

Client Name: _____
Address: _____

E-mail: _____
Telephone: _____

2024 ViaGen Equine ICSI Agreement

Donor Mare Name: _____

Breed: _____

Registration #: _____ *DOB:* _____

INTRACYTOPLASMIC SPERM INJECTION (ICSI)

The ICSI technique involves the injection of one selected sperm into a matured oocyte.


AGREEMENT

ViaGen Equine and Client enter this agreement with the intent to produce embryos from oocytes provided from "Donor Mare" and semen provided by stallion selected by Client. Client grants ViaGen Equine the authority to conduct the "ICSI" services on oocytes delivered to ViaGen Equine and covered by this agreement.

- Client has arranged with Equine clinic listed below to have "donor mare" aspirated, and oocytes delivered (by courier, FedEx, or Counter to Counter) at client expense to ViaGen Equine on desired date that has been agreed with ViaGen Equine representative. Failure to have oocytes delivered on the agreed upon date could result in voiding this agreement.
- Client enters this agreement with stallion owner or manager informed of client intent and with stallion contract finalized. Client is responsible for shipping expenses of stallion semen to ViaGen Equine and return of all shipping equipment.
- Client and Equine clinic shall be responsible to obtain any insurance it deems appropriate to cover any loss or damage to oocytes, sperm, embryos, and/or cells during the time the oocyte(s) and sperm are shipped to ViaGen Equine, during the time stored there, and during the time any material is shipped from ViaGen Equine. ViaGen Equine is not responsible to insure stored or shipped embryos, sperm, and/or biopsied cells.

- ViaGen Equine will evaluate the oocytes upon receipt, attempt to mature them, and if matured, fertilize them via ICSI. ViaGen Equine will perform the services requested by Client according to the 2024 Fee's listed below. **A credit card must be on file before we continue with any services and this agreement must be completed and returned.**

Stallion Information

 *STALLION #1* _____
Contact Name: _____
Number: _____

STALLION #2 _____
Contact Name: _____
Number: _____

CLINIC AND VETERINARIAN (Performing Aspiration)

Name of Facility: _____

 *Contact Name:* _____
Number: _____

EMBRYO TRANSFER FACILITY (Recips)

Name of Facility: _____

 *Contact Name:* _____
Number: _____

2024 FEE SCHEDULE

Embryo Production



ICSI FROM RECEIVED OOCYTE(s)	\$700 per batch of oocytes Additional \$350 for fertilization from each additional stallion
PROCESSING OVARIES AND ICSI ON RECOVERED OOCYTES	\$1200 per set of ovaries Addl \$350 for fertilization from each additional stallion
EACH EMBRYO PRODUCED	\$750/ per Embryo
EACH EMBRYO FROZEN	\$300
EMBRYO BIOPSY	\$700
EACH EMBRYO STORED FROZEN	\$25/month after a year
EACH EMBRYO WARMED FOR SHIPPING (DOES NOT INCLUDE SHIPPING)	\$200

WARRANTY

By your signature hereto, you agree that ViaGen Equine shall attempt produce an embryo or embryos from received oocytes by performing a procedure called intracytoplasmic sperm injection (ICSI). You understand and acknowledge that there are multiple risks inherent in production. You also recognize the possible risk or loss of oocytes/embryos, and the complications related to such procedures. Under no circumstances shall ViaGen Equine be liable for direct or special damages, nor any indirect or consequential damages, or any other damage or loss resulting from the handling, removal, production, and freezing of any oocytes or successful embryos produced.

NO WARRANTY FOR A PARTICULAR PURPOSE, NOR OF MERCHANTABILITY OF OOCYTES OR EMBRYOS, OR SERVICES, OR ANY OTHER EXPRESS OR IMPLIED WARRANTY, SHALL EXIST EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT.

- ViaGen Equine makes no guarantee as to the fertility of “donor”. You agree and hereby waive any claim against ViaGen Equine and agree to hold ViaGen Equine harmless against any liability of oocytes or embryo(s), or loss or damage of oocytes or embryo(s)

GOVERNING LAW

This agreement shall be governed by and construed in accordance with Texas law.

Agreement.

This Agreement constitutes the parties’ sole agreement and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter.

Amendment. No amendment, modification, or alteration of the terms of this Agreement are binding unless in writing, dated subsequent to the date of this Agreement, and duly executed by the parties.

Waiver of Jury Trial. NO PARTY TO THIS AGREEMENT OR ANY ASSIGNEE, SUCCESSOR, HEIR OR PERSONAL REPRESENTATIVE OF A PARTY SHALL SEEK AND EACH SUCH PARTY AND PERSON HEREBY UNCONDITIONALLY, KNOWINGLY, INTENTIONALLY AND IRREVOCABLY WAIVES THE RIGHT TO A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY OTHER LITIGATION

PROCEDURE BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE OTHER AGREEMENTS OR THE DEALINGS OR THE RELATIONSHIP BETWEEN THE PARTIES. NO PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS SECTION HAVE BEEN FULLY DISCUSSED BY THE PARTIES HERETO, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. NEITHER PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO THE OTHER PARTY THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

Counterparts. This Agreement may be executed in any number of counterparts (including by means of facsimile or PDF/email), each of which will be deemed an original. The counterparts will together constitute but one agreement. Any signature on a copy of this Agreement, or on any document necessary or convenient thereto, sent by electronic transmission or facsimile, will be binding upon transmission, and the electronic or facsimile copy may be utilized for the purposes of this Agreement. By your signature hereto, you certify that you represent the interest of, or are the legal owner of the Horse listed above, and hereby apply for services under the terms of this Agreement.


CREDIT CARD AUTHORIZATION

M/C _____ VISA _____ AMEX _____ DISCOVER _____

Name on Card _____

Billing address of Cardholder: _____ Same as above

Billing address of Cardholder: _____

 Credit Card# _____

EXP DATE _____ CVC _____ ZipCode _____

I understand this card or any other card I provide ViaGen Equine in the future will be charged when any shipments, ICSI, vitrification, thawing, board, etc are due.

Client Signature

With my signature, I agree and authorize my credit card to be charged for any and all charges on any of my donor mare oocytes and embryos. I understand that only by written notice, sent via certified letter, may this authorization be suspended, however, all charges that are due WILL be charged up and until the authorization has been suspended.

- **IN WITNESS WHEREOF**, the parties hereto have caused this SOW to be effective as of the day, month and year first written above.

Client Name: _____
Signature:

ViaGen Equine
Signature:

Date

Date