

# Tate Farms

1089 Janice Rd, Ville Platte, LA 70586

337-3363-8084

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Tate Farms, LLC and the owner ("Owner") of the Donor Mare identified below hereby agree as follows, effective upon execution hereof by Tate Farms (the "Effective Date").

## 1. Definitions:

Service Fee: <u>\$1,300.00</u>	Service Credit: <u>\$2,600.00</u>
Purchase Price: <u>\$850.00</u>	Mare Rental: <u>\$2,600.00</u>
Paddock Boarding: <u>\$15.00/day</u>	Stall Boarding: <u>\$20.00/day</u>

2. **Embryo Transfer:** Commencing with the Effective Date of this Agreement, through no greater than a twelve (12) month period ("Termination Date"), Tate Farms, LLC will attempt to recover embryo(s) from Donor Mare and will implant apparently healthy embryo into the uterus of a mare ("Recipient Mare") prepared and owned by Tate Farms, LLC.

3. **Tate Farms Services and Fees:** Upon execution hereof, Owner shall pay to Tate Farms, LLC the non-refundable Service Fee in consideration of the following services ("Services") through the Termination Date: palpation, ultrasound examination, artificial insemination (not including stallion fees and semen transport fees), and embryo flushes, evaluation, and embryo transfer. In the event that a visible pregnancy is not obtained in four (3) cycles, Owner may request continuation of the Services for additional ovulation cycles through the Termination Date, for which Owner shall pay to Tate Farms, LLC, the Supplemental Fee for each additional ovulation cycle for which Services are requested. Owner shall, in addition, pay standard fees for veterinary services for intra-uterine treatments, GNRH injections and for any additional services required for the proper breeding and health management as deemed necessary for Tate Farms, LLC, and a \$60.00 fee per cycle for use of frozen semen. Owner shall also be responsible for veterinary expenses of the Recipient Mare after 30 days of gestation. Owner understands and agrees that Tate Farms, LLC is not responsible for the expense of stallion fees, transporting semen, or semen containers. Further, Owner understands and agrees that Tate Farms, LLC is not responsible for registration or blood-typing of resultant foal.

4. **Recipient Mare Lease:** Upon a Recipient Mare's reaching thirty (30) days gestation with viable pregnancy, Owner shall lease the Recipient Mare from Tate Farm, LLC, for the Mare Rental covering the remainder of the gestation period and for an additional six (6) months after foaling. The Mare Rental shall be due and payable within ten (10) days following written notice by Tate Farms of attainment of 30 days gestation. Owner shall return the Recipient Mare to Tate Farms in good health and condition within 6 months following foaling, in failure of which Owner shall be deemed to have purchased the Recipient Mare and shall pay to Tate Farms the Purchase Price. Owner is responsible for and shall pay all veterinary expenses of the Recipient Mare incurred after thirty (30) days of gestation.

5. **Boarding:** Commencing on the date of Owner's delivery of Donor Mare, Owner shall pay to Tate Farms the boarding fee for the Donor Mare, and commencing on the 31<sup>st</sup> day of gestation, Owner shall pay to Tate Farms the boarding fee on the Recipient Mare. Owner is encouraged, but is not required, to remove the Donor Mare and Recipient Mare (the "Mares") From Tate Farms facilities after thirty (30) days of gestation. Commencing on, and at any time after thirty-first (31<sup>st</sup>) day of gestation, Tate Farms shall be entitled, in its discretion and for any reason, to request removal of the Mare from Tate Farms facilities. Upon written request for removal from Tate Farms, Owner shall make arrangements for removal of the Mares from Tate Farms facilities. Owner shall provide three (3) business days' notice to Tate Farms prior to removal of the Mares to allow for processing and paperwork. Owner shall pay to Tate Farms the Handling Charge for any pickup or delivery of the Mares that occurs other than during regular business hours (8:00am to 5:00pm, Monday – Friday). Owner shall bear all risk of loss in transit and all transportation expenses and shall indemnify and hold Tate Farms harmless with respect to said losses and risks. Prior to release of either or both of the Mares for shipment, all fees and expenses due to Tate Farms shall be paid in full, and Owner hereby grants a security interest, and Tate Farms hereby reserves a lien, including the lien under LA. R.S. 9:4661 in and to the Mares and the fetus for the amount of the fees and expense due Tate Farms hereunder.

6. **Insurance; Release:** Tate Farms recommends to Owner that Owner insure Donor Mare, Recipient Mare and the embryo against all losses and risks of every kind, nature and description; this recommendation by Tate Farms specifically includes, but is not limited to, Owner purchasing insurance policies extending beyond conventional medical and mortality insurance to policies that cover other matters, such as general liability occasioned by and arising from the Donor Mare after thirty (30) days' gestation, and the embryo, including but not limited to those losses or risks arising out of or related to the Recipient Mare when she, by lease or otherwise, is in the care, custody, control, or possession of the Owner or the Owner's agent on the Owner's premises or any other premises besides Tate Farm's premises and/or facilities. The Parties agree and understand that during the period that Tate Farms is in possession of the Donor Mare, good practice of health considerations may require medical or farrier treatment for unforeseen or emergency conditions. Owner hereby grants Tate Farms the right and authority, based upon the independent judgment to provide veterinary treatment and/or to have the Donor shod at any time, at Owner's cost.

7. **No Warranty:** Owner understands and agrees that many factors affect successful embryo recovery and/or implantation and that, although Tate Farms shall use its best efforts to perform the services, Tate Farms does not guarantee or warrant successful implantation, pregnancy or birth of a live foal.

Owner specifically agrees that:

- (i)(a) if Tate Farms is unable to recover an embryo from the Donor Mare, or (b) a pregnancy fails to result from transfer of an embryo into a Recipient Mare after (4) attempts on or before the Termination Date, or (c) if Recipient Mare fails to achieve 30 days' gestation prior to the Termination Date, then this Agreement shall terminate and neither Party have further obligation to the other; and
- (ii) if a Recipient Mare fails to deliver a live foal after achieving 30 days' gestation, all sums due Tate Farms hereunder shall become due and payable and Owner's exclusive remedy shall be limited to the Services Credit applicable to future embryo transfer expenses (Service Fee, Supplemental Fee, Mare Rental and Boarding Fees, but not including veterinary services), but only upon presentation by Owner of a letter from the examining veterinarian stating findings at the time of loss. For purposes hereof, a "live foal" shall mean a foal able to stand and nurse within 24 hours after birth.

8. **Notices:** All notices under this Agreement shall be in writing and shall be in writing and shall be deemed given (i) upon delivery, if by hand (ii) upon confirmation of successful transmission if by telecopy or email, or (iii) on the second business day following deposit into the U.S. mail, postage prepaid and addressed to the recipient at the address of said party as set forth herein.

9. **Miscellaneous:** This Agreement (i) constitutes the entire agreement of the Parties and supersedes all prior negotiations, representations and agreements of the Parties; (ii) shall be binding upon the Parties and their representatives, successors and assigns; (iii) shall not be amended except in writing signed by the Parties; (iv) shall be governed by and construed in accordance with Louisiana Law. The invalidity of any provision of this Agreement as determined by a court of competent jurisdiction and/or Louisiana law shall in no way affect the validity of any other provision hereof. Waiver of any breach of this Agreement by Tate Farms shall not constitute an amendment of this Agreement or a continuing waiver of such provision or condition of this Agreement. No joint venture or partnership is intended to be created by Tate Farms and the Owner.

10. **Owner/Donor Mare Information:**

**Owner Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_

**State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Donor Mare Name:** \_\_\_\_\_

**Registration No:** \_\_\_\_\_

**Breed:** \_\_\_\_\_

**Stallion or Stallions Breeding To:** \_\_\_\_\_

**Location of Each Stallion:** \_\_\_\_\_

**OWNER:**

\_\_\_\_\_  
**Owner or Agent**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Tate Farms, LLC**

\_\_\_\_\_  
**Date**

