



TRANSVAGINAL OOCYTE ASPIRATION CONTRACT

ProFuture Equine, hereinafter PF, agrees to perform transvaginal follicle aspiration for oocyte recovery for the donor mare listed below. All collected oocytes will be shipped to an appropriate ICSI lab for further processing of oocytes in an attempt to create a viable embryo.

Mare Information

Name Of Mare: _____ Age: _____ Registration No: _____

Stallion #1: _____ Stallion Agent: _____

Stallion #2: _____ Stallion Agent: _____

Stallion #3: _____ Stallion Agent: _____

Preferred ICSI lab: _____ ProFuture's Choice: ___ (check)

Number of Aspirations approved for this contract: _____

By entering into this contract, the mare owner agrees to the following:

1. **Service Fees:** To pay PF \$1,200 for each transvaginal oocyte aspiration performed on the mare.
2. **Veterinary & Medication Fees:** To pay PF for all veterinary fees and medications associated with routine, procedure, or emergency care of the donor mare.
3. **Deposit Requirement:** A 50% deposit is required for estimated charges, due at the time of admission.
4. **Initial _____ No Guarantees:** PF makes no guarantees, warranties, or representations as to the success or outcome of the transvaginal oocyte aspiration procedures. The owner understands that PF makes no representation, guarantee or warranty express or implied that oocytes will be recovered or that a blastocyst (transferable embryo) will result from the subsequent ICSI procedure. PF will exercise reasonable care in all services performed under this contract, but neither PF nor its employees may be held responsible for oocyte loss or for production of foals with incorrect parentage. It is recommended that the parentage of resulting foals be verified soon after the foal is born.
5. **Initial _____ Risks and Liability:** The owner acknowledges and accepts all risks associated with the oocyte aspiration procedure, including but not limited to:
 - a. **Hemorrhage:** There is a risk of internal bleeding from the aspiration needle, which may require emergency intervention or lead to severe complications.
 - b. **Infection:** The procedure carries a risk of introducing bacteria into the reproductive tract, which could lead to infection, resulting in additional veterinary costs and potential impacts on future fertility.
 - c. **Damage to Reproductive Organs:** There is a risk of physical trauma to the ovaries or surrounding reproductive tissues, which may impair the mare's future reproductive capabilities.
 - d. **Post-Procedure Pain or Discomfort:** The mare may experience pain or discomfort following the procedure, requiring pain management and additional veterinary care.



- e. **Adhesions:** There is a possibility of scar tissue (adhesions) forming around the reproductive organs as a result of the procedure, which could affect the mare's fertility.
 - f. **Failure to Recover Oocytes:** There is no guarantee that viable oocytes will be successfully recovered during the procedure.
 - g. **Sedation and Anesthesia Requirements:** Sedation and anesthesia are required for every oocyte aspiration procedure. The use of anesthesia carries inherent risks, including adverse reactions or complications. Additionally, other medications will be administered to ensure the mare is comfortable during the procedure and to prevent infections. The owner understands and accepts these risks, including any potential complications that may arise from anesthesia or medication use. The owner understands that such complications may incur additional fees. The owner has been informed of these common potential complications and acknowledges that post-procedural care may be required and will be undertaken as deemed necessary by PF.
6. **Initial _____ Pre-Procedure Examination:** PF reserves the right to conduct a reproductive soundness examination before proceeding with the oocyte aspiration. If the mare is deemed unsuitable for the procedure, PF may cancel the contract, and the owner will be responsible only for incurred examination fees.
 7. **Initial _____ Ownership of Recovered Oocytes:** Ownership of any recovered oocytes remains with the owner. The handling of oocytes after recovery, including decisions on fertilization or freezing, must be coordinated with PF.
 8. **Initial _____ Post-Procedure Care Acknowledgment:** The owner acknowledges that post-procedure care may be required, including medication, rest, or limited activity. The owner agrees to follow all recommendations provided by PF for post-aspiration care to ensure the well-being of the mare.
 9. **Initial _____ Monitoring of Donor Mare:** PF will monitor the donor mare's health and reproductive status during her stay. The owner will be provided with regular updates regarding the mare's condition, any complications, and the outcome of the aspiration procedure.
 10. **Initial _____ Reproductive History Disclosure:** The owner must provide a comprehensive reproductive history of the mare, including prior aspirations, embryo transfers, any known reproductive issues, and any hormone treatments. This information will be used to inform the procedure but does not guarantee success.
 11. **Initial _____ Pre-Existing Conditions:** PF will not be held liable for any conditions that existed prior to the mare's arrival at the facility. The owner is required to disclose any known health issues or prior reproductive complications. Failure to disclose such information may void any liability limitations stated herein.
 12. **Initial _____ Behavioral Assessment:** If a mare demonstrates aggressive or dangerous behavior that poses a safety risk to staff, PF reserves the right to refuse or discontinue services. The owner will be notified, and any costs incurred for care up to that point will be charged.
 13. **Initial _____ Shipping Liability:** Once the oocytes have been recovered, PF will arrange for them to be shipped to an ICSI lab. PF is not responsible for delays, loss, or damage that occurs during shipping. The owner is responsible for all shipping costs, including specialized packaging and courier fees.
 14. **Initial _____ Handling and Storage of Embryos:**

ProFuture Equine takes utmost care when handling and storing embryos. However, the facility is not responsible for loss or damage to embryos while in storage or transit due to factors beyond its control, including equipment failure or unforeseeable incidents. Owners should consider insurance coverage for stored reproductive material. The Owner assumes all risks during transit. ProFuture Equine shall not be held liable for injury, illness, or loss of any animal during transportation.
 15. **Initial _____ Insurance Responsibility:** The embryo owner is solely responsible for obtaining any insurance coverage desired for the pregnant recipient mare and/or the embryo she will be carrying. ProFuture Equine will not arrange or provide insurance coverage on behalf of the embryo owner. All veterinary exams required for the purposes of securing insurance will incur additional charges, which are the responsibility of the embryo owner.



ProFuture Equine advises the embryo owner to coordinate with their chosen insurance provider to ensure that all necessary requirements and veterinary evaluations are completed in a timely manner.

- 16. **Initial _____ Right of Refusal:** ProFuture Equine reserves the right to refuse or discontinue services at any time for reasons including, but not limited to, non-compliance with facility rules, failure to pay, behavioral issues that pose a safety risk, or health concerns. If services are discontinued, the Owner will be given reasonable notice to arrange for the horse’s removal.
- 17. **Initial _____ Photography and Marketing Consent: Media Release & Promotional Use**
The Owner grants ProFuture Equine the right to use any photographs, videos, or media of the Owner's mares, foals, embryos, or other associated horses for promotional, marketing, and educational purposes. This includes, but is not limited to, social media, brochures, website content, and advertising campaigns. The Owner acknowledges that no compensation will be provided for such use, and all media becomes the property of ProFuture Equine.
- 18. **Initial _____ Client Responsibility: Communication and Contact Information**
The Owner is responsible for maintaining up-to-date contact information with ProFuture Equine, including email addresses and phone numbers. ProFuture Equine will not be held liable for communication failures resulting from outdated or incorrect contact details provided by the Owner. Failure to respond to ProFuture's communication attempts after a specific number of days (7 days) may result in a decision being made in the client’s best interest.
- 19. **Initial _____ Equipment Malfunction:** PF will take all reasonable precautions to ensure that all equipment is functioning correctly, but PF is not liable for failure or malfunction of equipment used during the procedure, provided that all reasonable maintenance and precautions were taken.
- 20. **Initial _____ Scope of Services Provided:** PF will only perform services explicitly stated in this contract. Any additional services, such as specialized reproductive evaluations or extended care requirements, must be requested by the owner and will be billed separately.
- 21. **Initial _____ Environmental Conditions:** The procedure and outcomes may be influenced by environmental factors such as heat, cold, or other weather-related conditions. PF is not liable for any negative impact these conditions may have on the mare or the procedure's success.
- 22. **Initial _____ Force Majeure Clause:** ProFuture Equine shall not be held liable for any failure or delay in performance of its obligations under this contract if such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, war, civil disturbance, governmental actions, pandemics, or interruptions in supply chains. Such events shall be considered 'force majeure,' and ProFuture Equine will make reasonable efforts to mitigate the impact of any such occurrence.

Governing Law: This contract shall be governed by and construed under the laws of the State of Oklahoma. Any disputes arising under this agreement shall be resolved through binding arbitration in Purcell, Oklahoma, in accordance with the rules of the American Arbitration Association. The parties agree that the arbitration decision shall be final and binding, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Attorney’s Fees: In the event of a dispute requiring legal action, including arbitration, the prevailing party shall be entitled to recover reasonable attorney’s fees and costs from the non-prevailing party.

By signing below, I acknowledge and agree to comply with the terms and conditions stated above. This contract is subject to the laws of the State of Oklahoma.

Client Name: _____ Phone No. _____

E-Mail: _____



Physical Address

Street: _____ City: _____

State/Province: _____ Zip/Postal Code: _____ Country: _____

Client Signature: _____ **Date:** _____

Credit Card Authorization and Payment Policy

This policy constitutes a written agreement between the undersigned client ("Client") and ProFuture Equine ("ProFuture"). By signing below, the Client agrees to the following terms regarding credit card payments:

1. **Initial _____ Credit Card Information on File:** The Client authorizes ProFuture to retain their credit card information on file for payment of services rendered, including, but not limited to, boarding, breeding, veterinary care, and other equine management services.
2. **Initial _____ Past Due Accounts:** If the Client's account becomes past due by more than thirty (30) days, ProFuture reserves the right to charge the Client's credit card on file for the full outstanding balance, including any late fees or accrued interest. The Client will be notified in writing prior to the credit card being charged, providing a minimum of ten (10) days' notice to settle the balance by other means.
3. **Initial _____ Authorization for Recurring Charges:** The Client acknowledges that this agreement serves as written authorization for ProFuture to process payments using the credit card on file for any past due amounts. This includes, but is not limited to, charges for boarding, breeding, veterinary services, or other related fees. Charges will continue until the account is brought current or paid in full.
4. **Initial _____ Notification of Charges:** ProFuture will make reasonable efforts to notify the Client prior to charging the credit card on file. This may include written notice via email or postal mail, detailing the outstanding balance and the date on which the credit card will be charged.
5. **Initial _____ Declined Payments and Additional Fees:** If the credit card on file is declined, the Client will be notified and must provide an alternate payment method within ten (10) days. A service fee of \$25 may be applied for declined transactions. ProFuture reserves the right to take further action to collect unpaid balances, including but not limited to placing a lien on the horse, embryo, or foal as permitted by Oklahoma law.
6. **Initial _____ Client Responsibility:** The Client is responsible for maintaining accurate and up-to-date credit card information on file with ProFuture. Failure to do so may result in additional fees or interruption of services.
7. **Initial _____ Responsibility for Payment Plans:** If a payment plan is agreed upon, the Client is responsible for making payments on time. If payments are not made as agreed, ProFuture reserves the right to cease services until the account is brought up to date. Failure to maintain an agreed payment plan may result in the horse being retained until all outstanding debts are settled.
8. **Initial _____ Applicable Law:** This agreement is governed by the laws of the State of Oklahoma. By signing below, the Client agrees to comply with the terms and conditions outlined herein and acknowledges that ProFuture may exercise its rights under this policy in the event of a past due account.
9. **Initial _____ Client Payment Terms:** Accepted Payment Methods: ProFuture Equine accepts payments from international or U.S based clients via Wise, PayPal, Wire Transfer, Credit Card, Check, and Cash (U.S. dollars only).
10. **Initial _____ Responsibility for Payment Fees:** Clients who choose to pay via Wise, PayPal, Wire Transfer, or Credit Card are responsible for all associated fees and charges. These fees must be added on top of the invoiced amount.



- 11. **Initial [redacted] No Payments Accepted Outside the United States:** ProFuture Equine does not accept payments made through banks, financial institutions, or payment methods located outside the United States unless listed in authorized list above. All payments must be processed through approved U.S.-based financial systems.
- 12. **Initial [redacted] Data Security for Credit Card Information:** ProFuture Equine takes the security of client information seriously. All credit card information provided by clients will be stored securely and handled in compliance with Payment Card Industry Data Security Standards (PCI DSS). If you have any questions regarding how your data is protected, please contact our office.

Credit Card Authorization Form

Please complete all the fields below. This form authorizes ProFuture Equine to keep your credit card on file for payment of services as outlined in the Credit Card Authorization and Payment Policy.

Credit Card Information

Cardholder Name (as it appears on card): _____

Card Number: _____ **Expiration Date (MM/YY):** _____ **CVV:** __

Billing Address

Street: _____ **City:** _____

State/Province: _____ **Zip/Postal Code:** _____ **Country:** _____

Authorization

Recurring Payment Authorization: By signing below, I authorize ProFuture Equine to charge my credit card for services rendered, including boarding, breeding, veterinary care, reproductive care, and other equine management services as described in the Credit Card Authorization and Payment Policy.

Terms and Conditions By providing your credit card information and signing this form, you authorize ProFuture Equine to charge the credit card on file for any outstanding balances in accordance with the terms outlined in the Credit Card Authorization and Payment Policy. You acknowledge that ProFuture Equine will make reasonable efforts to notify you before charging your card for overdue balances and that you are responsible for maintaining accurate credit card information on file.

Please submit the completed form to ProFuture Equine via secure email or in person.

Client Acknowledgment

By signing below, I, the Client, agree to the terms of this Credit Card Authorization and Payment Policy and grant ProFuture Equine the authority to charge my credit card for any outstanding balances as described above.

Client Printed Name: _____

Cardholder Signature: _____ **Date:** _____