



OOCYTE ASPIRATION CONTRACT

Blue Chip Farms, LLC, located at 807 Hoagerburgh Rd, Wallkill, NY 12589, hereinafter "BLUE CHIP", agrees to perform transvaginal oocyte aspiration procedures on the donor mare listed below. All viable collected oocytes will be shipped to an appropriate ICSI lab for further processing of any oocytes recovered in an attempt to create a viable embryo(s).

Owner's Name: _____ (hereinafter "OWNER")

Owner Address: _____

Owner's Primary Contact Telephone Number: _____

Owner's Email Address: _____

Donor Mare Name: _____ (hereinafter "MARE")

Donor Mare breed: _____ Donor Mare age: _____

Donor Mare Registration No. _____

Destination ICSI lab for any oocytes recovered during the _____ breeding season:

ICSI Lab Name: _____

Address: _____

Telephone: _____

By entering into this contract, the OWNER agrees to the following:

1. To pay BLUE CHIP eight hundred dollars (\$800.00 US) for each transvaginal oocyte aspiration performed on the MARE named above.
2. To pay for shipment of oocytes, recovered from the MARE, to the ICSI lab of OWNER's choice. The MARE's oocytes shall be transported via Federal Express, or by other means as mutually agreed upon by the OWNER and BLUE CHIP. OWNER is responsible for the completion of any contractual obligations required by OWNER'S chosen ICSI lab. OWNER shall hold BLUE CHIP harmless for any shipping delays or complications which may deter timely delivery and processing of the MARE's recovered oocytes to the ICSI Lab.
3. To pay all veterinary fees associated with routine or emergency care of the MARE while under BLUE CHIP's care and control arising prior, during, or after each transvaginal oocyte aspiration procedure.
4. The OWNER shall board the MARE at BLUE CHIP for aspiration purposes. A boarding contract for the MARE must be completed and signed by the OWNER prior to an transvaginal oocyte aspiration procedure being performed on the MARE.

5. BLUE CHP makes no guarantees, warranties, or representations as to the success or outcome of the transvaginal oocyte aspiration procedures herein contemplated.
6. While the procedure is done routinely at BLUE CHIP without complication the transvaginal oocyte aspiration procedure may involve some risk to the mare. Although rare, types of potential complications could be ovarian infection/abscess, and peritonitis. The OWNER accepts all potential procedural risks including any complications that may develop as a result of this procedure and accept that such complications may incur additional fees. OWNER acknowledges that post-procedural care may be required, and will be undertaken as deemed necessary, by BLUE CHIP.
7. The OWNER will release and hold BLUE CHIP harmless from any claim, demand or loss arising from any disease, injury or death to the MARE and/or MARE'S foal and/or in utero foal arising out of any undertaking by BLUE CHIP. Further, OWNER shall exonerate, protect, indemnify, defend, and hold harmless BLUE CHIP and its employees from and against any and all liabilities, expenses, claims, fines, penalties, costs, attorney's fees, and damages of every kind including, without limitation, those arising out of or attributed, directly or indirectly, to, or resulting from, any and all negligent acts or omissions of OWNER, or of any person while the MARE is under OWNER's possession or control.
8. The person signing this Contract represents and warrants that he/she is the true and lawful owner of the MARE, 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.
9. All charges will be due within 30 days of receipt of invoice and if account becomes delinquent, interest at a rate of 1.5% per month will be applied to account and all further services can be terminated at the discretion of BLUE CHIP until account is settled.
10. OWNER agrees to pay all charges in full before removing the MARE from Blue Chip Farms, LLC.
11. All notices required by this Contract shall be given as follows: if to BLUE CHIP, then, Blue Chip Farms, LLC, 807 Hoagerburgh Rd., Wallkill, NY 12589; if to OWNER, then the address stipulated on this contract.
12. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. All parties to this Agreement hereby irrevocably consent to the jurisdiction of the United States District Court for the Southern District of New York and any courts of the State of New York.
13. This Contract is the final and complete agreement of the Parties and there are no other terms of the Parties in agreement other than those contained in this document.
14. This Contract shall be binding upon the Parties and their respective heirs, personal representatives, successors and assigns.

OWNER/AGENT

BLUE CHIP FARMS, LLC

Owner Signature

Print Name

Print Name

Dated: _____

Dated: _____

BILLING AND PAYMENT INFORMATION:

Billing Address (if other than above):

M/C / Visa / Discover #: _____ Exp. Date: _____ CVV#: _____
(No Am Express)

Name on Credit Card: _____

Credit Card Billing Address: _____