

EMBRYO TRANSFER AND ARTIFICIAL INSEMINATION AGREEMENT

This Agreement is made and entered into this ___ day of _____, _____, between **REPRODUCTION ENTERPRISES, INC.**, an Oklahoma corporation engaged in embryo transfer and artificial insemination technology services, hereinafter referred to as "REI" and [OWNER/AGENT]_____

1. Services and Fees

(a) Owner/Agent and REI have discussed the various ET/AI services available, including the associated fees and charges, and both parties will be bound by the fee schedule in effect as of the date of this agreement, as witnessed by the signing below. A copy of the current fee schedule for services and service policy are attached to this Agreement and incorporated by reference. Terms of payment are net due upon receipt of invoice. Finance charge of 1.5% per month (18% annual) on all outstanding balances, shall apply to all accounts that are 30 days past due. In the event of multiple ownership of Donor dams(s) or Breeders, an agent must be declared by the Owner/Agent, to conduct all business with REI as only one party will be invoiced during the term of this contract. Proof of designation of an agent shall be provided by the owner/agent.

(b) REI will provide resident Donor, Recipient, and Breeder* care (including veterinary care through licensed veterinarians), artificial insemination services, embryo collection, freezing, and transplant services, recipients, and other services related to embryo transfer or artificial insemination, as requested by Owner/Agent. REI shall process recovered embryo(s) (transfer and/or freeze) according to Owner/Agent's wishes whenever possible. However, transfer of embryo(s) will be based upon availability of recipient animals. Services herein mentioned shall be provided under the terms and conditions set forth in this Agreement.

(c) Owner/Agent agrees to furnish, or allow REI to secure, any credit history, or payment capability of Owner/Agent applicable to this Agreement.

(d) As provided for in this Agreement, REI will use its best efforts to collect, process, store and ship when applicable, embryo(s) and/or semen of the highest possible quality; however the services to be provided hereunder by REI shall be provided in accordance with generally accepted animal husbandry practices.

2. Blood Typing or DNA Marker Typing

All Donor females shall be blood typed or DNA marker typed in accordance with their respective breed association standards. This must be completed prior to the rendering of any embryo transfer services. Owner/Agent will be responsible for the costs associated with the blood typing or DNA marker typing.

3. Semen

Semen used for breeding Donor or Breeder females shall be provided by the Owner/Agent at its expense. REI is not responsible for semen quality or embryo transfer results due to semen quality.

4. Health Status Testing

(a) Owner/Agent shall provide to REI a photocopy of registration papers for all Donor dam(s), evidencing ownership of all such animal(s). In the event the Donor(s) are the subject of a lease arrangement with a third party, Owner/Agent shall provide to REI a copy of the registration papers for the subject Donor, and a copy of the lease agreement from the owner of the animal naming Owner/Agent as Lessee.

(b) For all animals delivered to REI facilities, Owner/Agent shall also present upon delivery a health certificate signed by an accredited veterinarian, certifying negative results for Brucellosis, Tuberculosis, Bovine Viral Diarrhea (if applicable), and Leptospirosis within the 30 days prior to delivery. In lieu thereof, REI has the right to secure such tests and bill the Owner/Agent for those charges. Any other veterinarian expenses incurred will be billed according to the price schedule. Any other veterinarian expenses incurred will be billed according to the price schedule.

(c) In addition to the foregoing, Owner/Agent hereby consents to and authorizes REI to test any Donors, Recipients, and Breeders for health status utilizing serology, culture and other veterinary examination procedures. Resulting information may be used by REI for such purposes as it deems appropriate including, but not limited to management decisions, and may be disclosed by REI to third parties or entities within REI's sole discretion.

(d) Notwithstanding the foregoing, nothing contained herein shall obligate REI to utilize or disclose information acquired in the course of, or as a result of, such health status testing. Owner/Agent hereby releases any and all claims, now, or in the future, that may result from health status testing or the disclosure of the results of such testing.

*"Donors" are dams intended for producing embryos to be transferred into "Recipients". "Recipients" are dams in which embryos from "Donors" are intended to be transferred for gestation. "Breeders" are dams which are to be artificially inseminated, but does not include "Donors"

5. Warranties

(a) Owner/Agent understands and acknowledges that there are multiple risks inherent in production agriculture, including the feeding and boarding of animals, processing, freezing and thawing of semen and embryos, in the transportation of animals, semen and embryos, and the techniques of artificial breeding and embryo transfer. Owner/Agent also recognizes the possible risk of vaginal/rectal puncture during oocyte retrieval, dominant follicle ablation and the complications related to such procedures. Under no circumstances shall REI be liable for direct or special damages, nor any indirect or consequential damages, or any other damage or loss resulting from the use, handling, removal, transfer and storage of semen or embryos, the care of the Donor and/or Recipient and/or Breeder females and any offspring thereof, the health status testing, or the use and/or disclosure of test results or related information.

(b) **NO WARRANTY OR FITNESS FOR A PARTICULAR PURPOSE, NOR OF MERCHANT ABILITY OF SEMEN, EMBRYOS, RECIPIENTS, OR SERVICES, OR ANY OTHER EXPRESS OR IMPLIED WARRANTY, SHALL EXIST EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT.**

(c) REI makes no guarantee as to the fertility of Donor(s) or Breeder(s), and makes no guarantee or warranty as to REI's ability to effectuate conception of Donors or Breeders which REI artificially inseminates. Owner/Agent agrees to, and does hereby, waive any claim against REI and agrees to hold REI harmless against any liability for injury, illness, or death of animals or persons from causes related to the insemination of Donor(s) or Breeder(s), fertilization and/or implantation of embryo(s), or loss or damage of embryo(s), fresh or frozen.

(d) REI does guarantee pregnancies confirmed in REI recipients to a term of 150 days gestation. During the 150 days gestation, REI will, upon verification of loss by REI personnel, either replace such pregnancy, or refund the amount charged, the determination thereof to be made by REI in its sole and absolute discretion. After expiration of 150 days gestation, REI assumes and accepts no responsibility for any losses including but not limited to abortions, C-sections, or stillbirths. It is explicitly understood and agreed that REI's responsibility and liability in all pregnancies ceases at the expiration of 150 days gestation. This warranty applies only to recipients provided by REI and is not extended to Owner/Agent recipients. **This warranty will not be valid if payment for embryo transfer services is not made within the terms and conditions set forth in this Agreement.**

(e) In no event shall REI's liability for breach of warranty exceed fees paid to REI by Owner/Agent.

6. Insurance

(a) Owner/Agent hereby agrees to maintain any and all insurance as Owner/Agent may deem appropriate on resident Donor and/or Recipient and/or Breeder females and any offspring thereof, as well as, any frozen embryos and semen stored on, or shipped to or from, REI's premises. Owner/Agent understands that insurance may or may not be available for shipping of embryos and/or semen by common carrier, and expressly assumes the risk of loss therefore. **Owner/Agent further agrees that REI will not provide any insurance coverage on any of Owner/Agent's property and that REI is released from any and all liability for risk of loss** for any reason including but not limited to tank failure, death, acts of God, injuries or damages resulting from care and handling, and natural disasters.

(b) It is further agreed that Owner/Agent will not subrogate any claim or damages against REI. Owner/Agent further agrees to, and does hereby, waive any claim or demand against REI, and agrees to hold REI harmless from and against any and all liability and/or damages for injury, illness, or death of animals or persons while including Donor dam(s), Recipient(s), Breeder(s), or offspring of each, for any reason while said animal(s) are at the facilities of REI and after they have left the facilities of REI.

7. Transportation

Owner/Agent shall be responsible for the transportation of Donor and/or Recipient and/or Breeder females, semen and embryos both to and from REI facilities. REI shall ship embryo(s) from designated Donor(s) upon authorization of Owner/Agent subject to the regulations of the state or country of destination. Expenses of the shipment, title, and risk of loss shall at all times be in the Owner/Agent. All shipments shall be made freight collect from REI and received freight prepaid to REI. If other arrangements are to be made, Owner/Agent is responsible to establish in writing the specific requirements of transfer, which must be approved by REI.

8. Governing Law to Apply and Arbitration Required

(a) This agreement shall be governed by the laws of the State of Oklahoma. All obligations of the parties are to be performed in Payne County, Oklahoma.

(b) Any controversy arising out of this Agreement or any amendment hereto shall be resolved by binding and enforceable arbitration in Payne County, Oklahoma according to the rules and regulations of the American Arbitration Association. Owner/Agent and REI agree that any such arbitration must be instituted within two (2) years after any such controversy arises. Failure to institute arbitration proceedings within two (2) years shall constitute an absolute bar to such proceedings and an absolute waiver of all claims relating to this Agreement.

(c) Nothing in this Agreement shall be construed as a waiver of immunity or consent by REI, to the filing of any suit or demand for arbitration against REI.

9. Term of Agreement

This Agreement shall remain in effect for as long as REI has possession of the Sire(s) sought to be collected hereunder, or for so long as REI maintains semen in storage, and/or for as long as charges remain unpaid for which REI has provided services.

10. Security Interest/Lien

(a) In addition to any lien arising by operation of law, Owner/Agent hereby grants to REI a continuing security interest lien in and to all property of the Owner/Agent in the possession of REI or which is/are otherwise the subject of this Agreement [including Donor(s), Recipient(s), Breeder(s), the offspring of each, as well as frozen embryo(s) and semen] to secure the just value of all services rendered and expenses incurred by REI hereunder, as well as for expenses incident thereto such as attorney fees, court costs, and other expenses relating to the enforcement of this Agreement. Such security interest shall be superior to any and all pre-existing security interests and/or liens, and shall remain in effect until all charges are paid.

(b) Owner/Agent consents to this Agreement, or a copy thereof, to be filed as a financing statement should that be necessary to otherwise perfect any such security interest granted hereby.

11. Remedies in the Event of Default

(a) In the event of a default by Owner/Agent, said Owner/Agent agrees that REI shall have the right to retain possession of all Donor(s), Recipient(s), Breeder(s), the offspring of each, as well as frozen embryo(s) and semen until outstanding charges are paid in full. As prescribed by law under 42 Okla. Stat. Annot. §91 (or any successor statute), REI has the right to sell any products in its possession that REI deems of value and apply the proceeds to the debt. Owner/Agent shall remain liable to REI for any unpaid balance including attorney fees, court costs, and other charges relating to the enforcement of this Agreement.

(b) In addition to the foregoing, REI shall have all remedies available to a secured creditor under the Oklahoma Uniform Commercial Code.

12. Representations by Owner

Owner Information:

Name: _____ Ranch Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: (Home) _____ (Cell) _____ Email Address _____

The person signing this Agreement as Owner/Agent covenants and warrants that he/she represents the interest of, or is the owner of the below designated animal(s) and is duly authorized to enter into this agreement and assumes full responsibility for the obligations consistent within.

I CERTIFY THAT I REPRESENT THE INTEREST OF, OR AM THE LEGAL OWNER OF THE DAM(S) LISTED BELOW, AND HEREBY APPLY FOR ET/AI SERVICES UNDER THE TERMS OF THIS AGREEMENT.

DAM INFORMATION

DONOR/BREEDER/DAM NAME	Reg. #	Tattoo	Breed
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

OWNER

Print Name: _____

Signature: _____

DATE: _____

PHONE NUMBER: _____

REI Representative: _____

Date: _____