

2021 lease agreement for embryo transfer and ICSI recipient mares from Boleybawn Horses Ltd.

Lease agreement between Boleybawn Horses Ltd.,

Boleybawn Farm, Fairwood, Tinahely, Arklow, Co. Wicklow and the CLIENT indicated below.

CLIENT:

Lease of the pregnant recipient mare for embryo transfer is €2,500; €250 booking fee per recipient mare per cycle, €2,250 when pregnant with 30-day embryo

For implantation of frozen ICSI embryos the booking fee is €500

All prices are subject to an additional %13.5 V.A.T

The CLIENT establishes a separate agreement with the embryo collection centre with regard to insemination, embryo collection and transport of the donor mare.

The CLIENT will pay transport costs related to the movement of the recipient mare to and from their chosen embryo collection centre irrespective of whether a transfer has taken place or not.

Ballyorney Vet Clinic €100, Gowran Castle Vet Clinic €100, Urlingford €140, others on request.

The CLIENT will pay for the supply and administration of any veterinary medicines prescribed by the embryo collection centre for the recipient from the time of embryo transfer.

Starting on the 30th day of pregnancy (age of the embryo), the CLIENT assumes all risks (including the health of the recipient mare and the unborn foal), as well as all expenses for the upkeep and medical care of the mare.

Boarding costs (11.11€/day) will be billed from the 30th day of pregnancy until departure of the mare from Boleybawn.

All invoices must be paid in full before departure of the pregnant recipient mare.

The recipient mare may not leave Boleybawn without proof of payment and a signed copy of the present agreement.

Boleybawn Horses Ltd. has an obligation of means but no obligation of results.

Both parties explicitly agree that: Starting on the 30th day of pregnancy (= age of the embryo), the CLIENT assumes the entire responsibility for the recipient mare and unborn foal.

Boleybawn Horses Ltd. will not be held liable for the health of the recipient mare and foal after the 30th day of pregnancy.

All the medical care after the 30th day of pregnancy is at the expense of the CLIENT. Medical treatments that preclude the recipient mare from human consumption may NOT be administered to the mare.

Whatever the cause may be, Boleybawn Horses Ltd. will not be held accountable for pregnancy loss after the 30th day of pregnancy, death of the mare or foal or any other event resulting in a decrease of the value of the foal.

The CLIENT may subscribe to an insurance policy of his/her own choice.

The recipient mare remains the property of Boleybawn Horses Ltd. and must be returned in good health and body condition before March 15th 2023. The CLIENT will notify Ronan Rothwell at least 2 days before the return of the recipient mare and communicate date and time of arrival.

Without preceding written agreement, any mare not returned by March 15th 2023 will be invoiced to the CLIENT at the rate of €2,000.

Should the CLIENT wish to use the leased recipient mare to carry another embryo for the following season the fee shall be €800. All risk and associated expenses shall be carried by the CLIENT.

If the recipient mare dies under the care of the CLIENT, the financial loss of the mare will be that of Boleybawn Horses Ltd.

Loss of pregnancy after the 30th day of pregnancy regardless where the mare is stationed does not cancel the agreement between the CLIENT and Boleybawn Horses Ltd. nor does it cancel the obligation to pay the outstanding invoices.

Leaving the pregnant recipient mare in the care of Boleybawn Horses Ltd. past the 30th day of pregnancy does not grant the CLIENT the right to postpone payment.

It is explicitly agreed upon that only the CLIENT is responsible for damage caused by the recipient mare to herself or other parties while under the care of the CLIENT, regardless of the circumstances that caused the damage to occur.

CLIENT signature: _____ on _____