

2027 RECIPIENT MARE LEASE CONTRACT

Owner's Name:

Authorized Agent:

Billing Address:

Agent's Phone Number:

City, State, Zip:

Phone Number:

Email Address:

Use "Attachment A" To List Donor
Mares and/or ICSI Embryos

This Recipient Mare Lease Contract is made between Apex Equine Reproduction ("Apex"), a limited partnership, and existing under the laws of the State of Texas, with its principal office located at 17939 N FM 1189, Lipan, TX 76462 and Donor Mare's Owner or Authorized Agent, as identified above ("You or Your").

1. Embryo Transfer: You and Apex hereby enter into an agreement for services provided to transfer a viable embryo out of Donor Mare to Recipient Mare during the 2027 Breeding Season (February 2, 2027 – July 31, 2027, "Contract Year") on the terms and conditions provided herein. This contract is nontransferable, sellable, or assignable without prior consent from Apex.

2. Mare Lease: You hereby agree to lease from Apex a Recipient Mare to receive the embryo of Donor Mare, to carry said embryo to term, to nurse the resulting foal until weaning, and to wean foal. You covenant not to use Recipient Mare for any purpose other than carrying and nurturing foal. The terms of this lease shall be for a period beginning on embryo transfer date into the Recipient Mare and ending not later than thirty (30) days after Foal is weaned, but in no case later than November 1st of the foaling year. Recipient mares are to be returned to Apex before November 1, 2028. The Recipient Mare is not for sale and may not be used for an embryo transfer performed by any entity or individual other than Apex.

Number Recipient Mares Requested: _____

(\$2,000 Recipient Mare Reservation Fee per Requested Mare)

3. Recipient Mare Reservation Fee: You agree to pay \$2,000 for each Recipient Mare requested. Recipient Mare Reservation fees are non-transferable. If paid by 12/31/26, Apex will reserve one Recipient Mare for each reservation fee paid. If a reservation fee has not been paid and a Recipient Mare is available at the time of request, you agree to pay the reservation fee at the time of embryo transfer. If a viable embryo is transferred and does not result in a 40-day pregnant recipient mare, then the recipient mare reservation fee may be carried over to the 2028 contract year. A recipient mare reservation fee will not be carried over to the subsequent year if no viable embryos are transferred in 2027.

4. Pregnant Recipient Mare Fee: You agree to pay \$4,000 for each Recipient Mare that achieves a 40-day pregnancy status (embryo gestational age). This fee is due prior to the departure of the recipient mare from Apex and is in addition to the recipient mare reservation fee.

5. ICSI/Frozen Embryo Transfer Fee: You agree to pay \$500 at the time of transfer of any ICSI or frozen embryos. If multiple attempts are required to achieve a 40-day pregnant recipient mare, then each attempt will require a transfer fee.

6. Embryo Warming Fee: You agree to pay \$300 at the time of warming for each embryo warmed at Apex.

7. Flush Fee: You agree to pay \$450 at the time of the procedure for each embryo flush performed at Apex.

8. Courier/Shipping Fees: You agree to pay for any and all courier/shipping fees for embryos to arrive at Apex.

9. Live Foal Guarantee (Optional): You agree to pay \$1,000 per recipient mare when you are notified that the Recipient Mare is ready for release from Apex. If the Live Foal Guarantee is paid and the recipient mare contract does not result in a foal that stands and nurses within 24hrs, then Apex will issue a \$6000 credit towards a recipient mare contract in the same year or following year only. A veterinary statement must be provided to Apex in order to receive the Live Foal Guarantee credit. The credit can only be applied towards a recipient mare reservation fee and pregnant recipient mare fee. If the Live Foal Guarantee is not paid, Apex will not offer any credit if a recipient mare contract does not result in a foal that stands and nurses within 24hrs.

Services & Fees	FRESH EMBRYO RECIPIENT	ICSI/FROZEN EMBRYO RECIPIENT (1 ATTEMPT)
Recipient Mare Reservation Fee	\$2,000	\$2,000
Embryo Transfer Fee	No fee	\$500
40-day Pregnant Recipient Fee	\$4,000	\$4,000
Board if Recipient Mare departs at 40 days of pregnancy	No charge	No charge
Medication during first 40 days of pregnancy	No charge	No charge
Total	\$6,000	\$6,500
Optional Live Foal Guarantee	\$1,000	\$1,000
Courier/Shipping Fees	Variable based on distance	Variable based on distance
Flush Fee per embryo flush performed at Apex (excluded from fresh embryo total)	\$450	n/a
Warming Fee per embryo warmed at Apex	n/a	\$300

10. Client Owned Recipient Mare: You agree to pay \$1,000 per embryo transfer attempt at the time the service is provided. You agree to pay for all additional fees including but not limited to daily board, palpations, medications, and cultures prior to departure of the mare from Apex. Client owned recipient mares must be halter broke and safe for the staff to handle, if the mare does not meet this requirement, then it will not be allowed on the premises. All client owned recipient mares must have a current negative Coggins test dated within the last 12 months of arrival.

11. Embryo Notification: You agree to notify Apex of potential upcoming embryo on the day of the donor mare's ovulation or on the day of the ICSI procedure. If Apex is not notified at the proper time, a Recipient Mare may not be available for transfer of the resulting embryo.

12. ICSI Embryo: Apex reserves the right to only transfer one ICSI embryo per aspiration session. Apex will exercise due diligence in transferring frozen embryos in a timely manner; however, Apex cannot and does not guarantee that a frozen embryo will be transferred within a specific time.

13. Multiple Flushed Embryos: If multiple embryos are recovered from a flush Apex reserves the right to transfer ALL embryos. You agree to pay \$6,000 for each additional pregnancy once the additional recipient mares reach 40 days of pregnancy.

14. Responsibility of Donor Mare Ultrasound: It is your responsibility to have your donor mare ultrasound 14-20 days post-ovulation to insure against any unwanted pregnancy. You assume responsibility to terminate any unwanted pregnancy.

15. Release and Care of Recipient Mare: Apex agrees to pay veterinary fees associated with Recipient Mare until the date you are notified the Recipient Mare has been cleared for release. Recipient Mares are typically cleared for release when the embryo is approximately 40 days old. A Boarding Fee of \$22 per day will start the day after you are notified the Recipient Mare has been cleared for release. You will also be responsible for any veterinary charges that occur after you are notified the Recipient Mare has been cleared for release. You must notify Apex 24 hours before you desire to pick up the mare and pick up must take place during normal business hours. You must provide a halter when picking up a Recipient Mare or purchase one from Apex for \$20. You agree, at your own expense to provide the proper care, housing, feed, and veterinary care for the Recipient Mare in a manner consistent with standards of good horse breeding and care practices in the State of Texas until she is returned to Apex.

16. Loss of Pregnancy: Apex recommends insuring all embryos before departure. If the Live Foal Guarantee was purchased when you were notified that the Recipient Mare was ready for release, and the recipient mare does not deliver a foal that stands and nurses within 24hrs then Apex will issue a \$6,000 credit towards another recipient mare lease for that same year or following year only. A veterinary statement must be provided to Apex in order to receive the Live Foal Guarantee credit. The \$6,000 credit can only be applied to the payment of a recipient mare reservation fee and pregnant recipient mare fee and will not be applied to cover any other fees such as board, procedures or future reservation fees. If a Live Foal Guarantee was not purchased at the time you were notified, the Recipient Mare was ready for release, and the recipient mare does not deliver a foal that stands and nurses within 24hrs then Apex will not issue any credit towards another recipient mare lease.

17. Registration of Foal: You agree to be responsible for making all arrangements with the Stallion Owner regarding any live foal guarantee and re-breed contract. You agree to be responsible for any breed association with regard to registry of the Donor Mare and/or Foal. You agree to pay for any breed registration fees.

18. Death of Recipient Mare: Apex must be notified within 7 days of the death of the Recipient Mare and must be accompanied by a signed veterinary statement. When accompanied by a signed veterinary statement you agree to pay \$3,000 to Apex for the loss of the mare by Nov. 1,

2028. If a signed veterinary statement is not provided you agree to pay \$6,000 to Apex for the loss of the mare by Nov. 1, 2028.

19. Sale or Auction of Recipient Mare: You agree to inform Apex 14 days prior to any sale or auction of the recipient mare. You agree to pay Apex a \$6,000 recipient mare replacement fee within 14 days after the sale date. If the recipient mare is returned prior to Nov. 1, 2028. Apex agrees to refund you the \$6,000 recipient mare replacement fee.

20. Movement of Recipient Mare to Outside the United States: If the Recipient Mare is to travel outside the United States, you agree to pay a \$6,000 Recipient Mare Replacement Fee due by Nov. 1, 2028. The recipient mare may not be returned once she has traveled outside the United States.

21. Return of Recipient Mare: You agree to return the Recipient Mare by Nov. 1, 2028. If you fail to return the recipient mare by Nov. 1, 2028, you agree to pay Apex the \$6,000 recipient mare replacement fee by Nov. 1, 2028. You agree to return the Recipient Mare with a negative Coggins Test drawn within 12 months of the return date. You agree to return the recipient mare in similar condition as you accepted Recipient Mare following her final status check for release. If the recipient mare fails to return in similar condition you agree to pay the veterinary and care fees to return her to the previous condition. You agree to notify Apex 24 hours before returning the recipient mare and will return the mare within normal business hours.

22. Guarantees: Apex hereby disclaims and makes no guarantees, warranties, express or implied, or representation as to the success or outcome of the embryo transfer procedures set forth in this Agreement.

23. Account Billing: You agree to pay all previously designated expenses monthly. All accounts are due in full at billing (first day of each month) or before the donor mare or recipient mare is released from Apex. If necessary, a finance charge of 3% per month on the unpaid balance shall be added to all accounts, computed from the due date.

24. Delinquent Accounts: You agree to pay all charges due prior to Recipient Mare departing Apex. If any subsequent charge is not paid in full within ninety (90) days, the entire account shall be delinquent. At Apex's sole option, all work being done with respect to delinquent accounts may cease and all Recipient Mare Lease Contracts may be terminated.

25. Release, Hold Harmless, Covenant Not to Sue: You acknowledge that participation by you, your personnel, Donor Mare, Foal, and/or Recipient Mare in any capacity, in any activity at Apex Equine Reproduction, subjects you and them to substantial and serious risk of damage, injury, sickness, or death. You hereby assume all such hazards and risks and hereby release, hold harmless from and hereby covenant not to sue Apex, its respective officers, directors, shareholders, employees, agents, representatives, other contract personnel, successors and assigns (the "Released Parties") regarding any and all claims, demands and liabilities which you or they may have, now or in the future, known or unknown, which may arise or result from or are in any way connected with your or their participation in breeding activities.

26. Payments: All International Clients or US Clients must pay with US Funds via Credit Card (3% Surcharge for MC, VISA, DISCOVERY, or 4.5% AmEX), Wire Transfer (\$50 Surcharge), or check from a US Bank account.

EACH party to this Recipient Mare Lease Contract has fully read it, fully understands it and consents to abide by its terms and conditions.

Donor Mare Owner or Authorized Agent:

Date:

Apex Representative:

Date:

Attachment A

Please list the mares and stallions for each embryo that this contract will apply to:

Donor Mare and Registration Number	Stallion	Embryo Type Fresh/Frozen/Fresh ICSI/Frozen ICSI	Storage Facility

Please include a copy of the all donor mare's registration papers with this contract