

**SEMEN / OVUM COLLECTION, FREEZING & STORAGE
CONTRACT**

REPRODUCTION SERVICES:

Animal Hospital	Aztec Animal Hospital	Quartz Mountain
Via Linda	8140 East McDowell Road	8875 E
Scottsdale, Arizona	Scottsdale, Arizona	
860-1433	480-945-6800	480-

Confidential

This Contract must be carefully read, completed and signed prior to the collection, freezing and storage of Semen/Ovum.

This Semen / Ovum Collection, Freezing & Storage Contract (hereinafter Contract) is hereby entered into between the Aztec Animal Hospital And/ Or Quartz Mountain Animal Hospital and the individual Owner(s) of the animal identified and described below.

I, we, hereby authorize Aztec Animal Hospital and/ or Quartz Mountain Animal Hospital, (hereinafter AAH/ QMAH) to collect, freeze and store Semen/Ovum from the following animal:

ANIMAL'S IDENTIFICATION INFORMATION

A copy of the Animal's Registration must be provided and confirmed prior to collection.

SPECIES _____
BREED _____

REGISTRY NUMBER _____ DNA
NUMBER _____

MICROCHIP NUMBER _____
COLOR _____

REGISTERED NAME _____
NICKNAME _____

The individual(s) presenting the animal to be collected is the animal's: Owner _____ Co-Owner _____ Agent _____

If "Agent", Agent must present proper written authorization for authority to enter into this contract on behalf of the Owner(s).

Printed Name of Owner
Owner

Printed Name of Co-

Owner's Signature

Co-Owner's Signature

Street Address, City, State, Zip
State, Zip

Street Address, City,

Home Cell Work

Home Cell Work

Telephone

Telephone

E-Mail Address

E- Mail Address

1. **Ownership** - If Owner is an individual, then Owner represents and warrants he/she is the sole and true Owner of the animal and Semen/Ovum, and he/she has full power and authority to enter into this Contract. If Owner is a corporation, syndicate, partnership or party to a co-ownership (hereinafter Entities), then the Agent (whether an actual Owner or other individual acting on behalf of the Entities) represents and warrants Agent has the requisite power and authority to enter into and consummate the transactions contemplated under this Contract and carry out Owners' obligations hereunder. Owner/Agent certifies the execution, delivery and performance of the transactions contemplated by this Contract have been duly authorized in writing by all Entities. (Hereinafter referred to as "Owner" only).

In the event multiple Owners are signatories to this Contract, all actions requested to be made by AAH/ QMAH under this Contract will require written authorization from each Owner. In the event AAH/ QMAH receives conflicting instructions from Owners signatory to this Contract, Owners agree AAH/ QMAH will not take any action except to store the Semen/Ovum until complete resolution of the conflict and AAH/ QMAH has been provided written instructions signed by each Owner (whether individuals or entities).

In the event an Agent signs this Contract on behalf of the Owners / Entities, Agent assumes all responsibility for providing AAH/ QMAH with a copy of this Contract signed by each Owner / Entity with Thirty (30) days of the date of this Contract or prior to any use, transfer or shipment of the Semen/Ovum. Agent also assumes all financial and legal responsibilities associated with the collection and storage of Semen/Ovum under the terms of this Contract until such time as the Contract is signed by each Owner / Entity and received by AAH/ QMAH. Agent agrees he/she has no legal rights to Semen/Ovum unless directly specified in writing by Owners/Entities to AAH/ QMAH. If AAH/ QMAH does not receive a copy of this Contract signed by each Owner/Entity within Thirty (30) days of the date this Contract is signed by Agent, AAH/ QMAH may, in its sole discretion, destroy the Semen/Ovum.

2. **Regulatory Paperwork** - AAH/ QMAH follows the rules and procedures set by the American Kennel Club ("AKC") for the provision of services provided under this Contract, regardless of the registry organization with which the animal is registered. All compliance with the rules and procedures of the applicable registry organization is the sole responsibility of the Owner. AAH/ QMAH does not undertake any responsibility in this regard. Owner agrees to provide AAH/ QMAH with all required paperwork (including, without limitation, a copy of the registry organization registration and a DNA certificate) at the time the animal is first presented to AAH/ QMAH for Semen/Ovum collection. If DNA certification has not been done prior to first collection, AAH/ QMAH agrees to provide information and necessary paperwork to submit a DNA sample to the applicable registry organization. Owner agrees to provide AAH/ QMAH with a copy of the certification. If such paperwork has not been provided at the time of Semen/Ovum collection, AAH/ QMAH may proceed with the collection; however, frozen Semen/Ovum will not be released until all paperwork is provided by Owner. AAH/ QMAH will continue storing the Semen/Ovum as long as storage fees are paid.

3. **Reproductive Evaluations; Quality of Semen / Ovum** - Owner authorizes AAH/ QMAH to examine and perform a reproductive evaluation on the animal, if AAH/ QMAH deems it necessary or advisable. AAH/ QMAH is authorized to collect, freeze and store Semen/Ovum at any time animal is presented to AAH/ QMAH by Owner. Owner also acknowledges and agrees Semen/Ovum may not be frozen each time animal is presented if AAH/ QMAH believes the quality is not sufficient for successful freezing. AAH/ QMAH makes every effort to successfully freeze Semen/Ovum from every collection. AAH/ QMAH DOES NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING THE RESULTS FROM TREATMENT, ARTIFICIAL INSEMINATION AND/OR THE USE AND VIABILITY OF FROZEN SEMEN / OVUM.
4. **Semen / Ovum Handling Procedures** - AAH/ QMAH agrees to collect, freeze and store Semen/Ovum from the above-identified animal after all paperwork is received by AAH/ QMAH. Instructions will be supplied to the designated Semen/Ovum Owner after the Semen/Ovum has been stored. The frozen Semen/Ovum will be available to the Semen/Ovum Owner(s) for use/shipping following standard procedures. Initial collection, freezing and storage fees will include the first year of Semen/Ovum storage. Freezing and storage are charged at the time of collection and annually thereafter. Subsequent years may be pre-paid, or paid on a yearly basis, at the Owner's discretion. Short-term storage is available (in thirty (30) day increments) if requested. All paperwork for short-term storage must be completed in the same manner as for long-term storage. Semen/Ovum storage prices are subject to change at any time. Accounts must be current in order for frozen Semen/Ovum to be released by AAH/ QMAH. There are additional fees charged by AAH/ QMAH when the stored Semen/Ovum is shipped for breeding or transfer. These fees are usually termed shipping preparation, shipping tank rental, actual shipping charges to ship the Semen/Ovum to its destination, for the return of AAH/ QMAH's empty tank and ownership transfer.
5. **Shipping of Semen / Ovum** - Owner(s) will give AAH/ QMAH at least seven (7) business days advance written notice of any shipping requests with complete written shipping instructions. AAH/ QMAH will make a good faith effort to accommodate shipping requests or changes to shipping requests made after the initial shipping request due date at an additional charge. AAH/ QMAH will not be responsible to Owner(s) or any third party, for direct or indirect damages resulting from AAH/ QMAH's inability to accommodate such requests or changes. AAH/ QMAH will not be responsible for any shipping delays if caused by any event beyond AAH/ QMAH's control.
6. **Payment** - All fees are due at the time of service. Returned checks are subject to a \$30 fee. Outstanding balances are subject to 1.5 % per month (18% APR) interest if the account is greater than thirty (30) days past due. After 180 days (six months) of non-payment, the frozen Semen/Ovum will be deemed abandoned by Owner(s) and subject to disposal at AAH/ QMAH's discretion and the account will be submitted to a collection agency. Should legal action be necessary to collect the account, Owner will be responsible for all attorney fees and costs. Prior to the disposal of any Semen/Ovum for non-payment, AAH/ QMAH will send a registered letter, return receipt requested, by U. S. Mail to the Owner's address as set out in this Contract, in an effort to communicate with the Owner(s). **IT IS THE OWNER(S) RESPONSIBILITY TO INFORM AAH/ QMAH, IN WRITING, OF ANY CHANGES TO OWNER'S BILLING (MAILING) ADDRESS.**
7. **Sale of Semen / Ovum** - The sale or transfer of Semen/Ovum to new owners is the sole responsibility of the Owner(s). All paperwork (including registry paperwork) must be completed by the new owners and a new Semen/Ovum Storage Contract signed for each transfer/sale if the Semen/Ovum in question is to be stored at Repro New Mexico Canine Semen Bank. If the Semen/Ovum is to be stored at another facility, the new owners assume all responsibilities, fees and shipping charges incurred.
8. **No Warranties** - AAH/ QMAH Makes no representation and extends no condition or warranty of any kind, either express or implied, with respect to the collection, freezing, storage or shipment of Semen/Ovum, other than as specifically provided in this Contract. AAH/ QMAH expressly disclaims any other warranties of merchantability, quality or fitness for a particular purpose and any other implied warranties with respect to the capabilities, utility or application of Semen/Ovum.
9. **Insurance** - Owner acknowledges AAH/ QMAH does not provide insurance against damage or loss of Semen/Ovum. Owner agrees it is Owner's sole responsibility to investigate available insurance and provide any insurance it may desire at Owner's expense.
10. **Limitation of Liability** - AAH/ QMAH shall not be liable for any accident, damage or loss of Semen/Ovum, regardless of cause except if accident, damage or loss is caused in its entirety by the gross negligence or willful intent of AAH/ QMAH while in its direct custody and care. Liability for any damages or alleged damages of any type, will not exceed actual direct damages to the Owner. Actual direct damages will in no event exceed the collection of the same number of breeding units by a Veterinarian at AAH/ QMAH's office of new Semen/Ovum from sire/dam or, if sire/dam is not available for collection, another animal of the Owner's choosing.
11. **Exclusive Remedy** - AAH/ QMAH agrees to exercise commercially reasonable care in collecting and storing Semen/Ovum, including, without limitation, storage in a secure area, periodic re-vacuuming of older tanks as necessary to minimize risk due to vacuum failure, frequent monitoring of nitrogen levels in storage tanks and

“topping up” with nitrogen, regular (every 1 - 3 days) visual inspection of tanks for early signs of vacuum failure, and keeping a “reserve” of nitrogen available, along with spare tanks, to allow quick transfer of straws should a tank fail. Owner acknowledges and agrees failure of a nitrogen tank vacuum can occur at any time without warning. In the event of loss of Semen/Ovum for which AAH/ QMAH is responsible, Owner’s exclusive remedy is replacement, at AAH/ QMAH’s office, of new Semen/Ovum from sire/dam or, if sire/dam is not available for collection, another animal of Owner’s choosing. Owner’s agreement to this exclusive remedy is essential consideration to AAH/ QMAH’s agreement to enter into this Contract.

12. **Indemnification** - Owner(s) shall indemnify and hold AAH/ QMAH harmless from any and all liability, damage, loss, cost or expense (including, without limitation, reasonable attorneys’ fees and expenses) resulting from any claims or suits brought against AAH/ QMAH by a third party arising as a result of or in connection with (i) a breach of any of the representations or warranties made by Owner(s) in this Contract or (ii) any third party claim arising from a breach of any such representations or warranties, or (iii) the collection, storage, freezing, shipment or use of Semen/Ovum that is the subject of this Contract. Owner shall indemnify AAH/ QMAH for any claims made against AAH/ QMAH in connection with any breeding or co-ownership contract. Owner shall be free to set the breeding fee, and shall be solely responsible for informing the recipient of Semen/Ovum of such fees. Owner is solely responsible for obtaining payment of such fees from recipient.

Aztec Animal Hospital and Quartz Mountain Animal Hospital (AAH/ QMAH) as referred to throughout this Contract includes AAH/ QMAH, its owner, directors, officers, agents and employees, and any of its affiliates, their directors, officers, agents or employees.

This Contract has been duly executed by Owner/Agent, and constitutes the valid and legally binding obligation of Owner/Agent, enforceable against it in accordance with its terms, except as such enforceability may be limited by applicable law.

Sperm cells and ovum will eventually cease living, but no one knows or can predict when this will occur. It can vary from animal to animal. AAH/ QMAH shall not be liable and cannot guarantee conception from frozen Semen/Ovum, nor can AAH/ QMAH guarantee the frozen sperm cells or ovum will be viable at the time of thawing for insemination.

By signature(s) below, Owner/Co-Owner/Agent, I/we understand and agree to all terms and conditions set out in this Contract.

Date Signature - Owner

Printed Name

Date Signature - Co-Owner

Printed Name

Date

Signature - Agent

Printed Name

In the event of my death or permanent incapacitation, I transfer all frozen Semen/Ovum from the above-identified animal to:

Please Print:

Name

Address

City

State

Zip

Telephone (Home, Cell, Work)