

# Contract for the Storage of Semen

## I. Parties

The parties to this contract for the storage of the semen described in Appendix A (the "Semen") are Inver Grove Heights Animal Hospital, P.A. ("Animal Hospital") and \_\_\_\_\_ ("Owner")

## II. Owner's Representations and Warranties

- a. The Owner is the owner of the Dog
- b. Owner is authorized to enter this contract and to fulfill all contractual obligations contained herein.

## III. Authorizations

- a. Owner authorizes the Animal Hospital or its agents to perform the following activities and services:
- b. Examine the Semen before and after freezing and discard any or all Semen that the Animal Hospital determines cannot be successfully preserved through the freezing process
- c. Transfer the Semen from the original storage facility to any other facility that the Animal Hospital in its sole discretion deems appropriate;
- d. Establish and follow any other procedure that the Animal Hospital deems reasonably necessary for the successful storage of the Semen; and
- e. Transfer and/or release the Semen to any person or facility if so requested in writing by the Owner.

## IV. Undertakings by Owner

- a. Owner will deliver the Semen to the Animal Hospital at a time and place mutually agreed upon by the Animal Hospital and Owner.
- b. If so requested by the Animal Hospital or one of its agents, the Owner will provide any and all documents relating to the Semen, including, but not limited to, any documents relating to the donee dog's health, ownership, and/or registration.
- c. Owner agrees to pay the Animal Hospital in advance and in accordance with the fees then in effect. Owner agrees that the Animal Hospital shall not be under any obligation whatsoever to store, use, or release the Semen if any fees remain unpaid. Owner agrees that if any fees remain unpaid sixty days after billing, the Animal Hospital may destroy the Semen without incurring any liability.
- d. Insurance is the sole responsibility of the Owner. Owner acknowledges that the Animal Hospital does not insure the Semen. If the Owner insures the Semen, the Owner will use his or her best efforts to name the Animal Hospital as a coinsured.

## V. Limitation on Liability

- a. The Animal Hospital intends to exercise reasonable care in the storage and transfer of the Semen. However, Owner agrees that the Animal Hospital shall not be liable for any loss or damage arising from accidental thawing caused by storage tank failure or any other equipment malfunction. Owner also agrees that the Animal Hospital shall not be liable for any loss or damage caused by circumstances beyond the Animal Hospital's control, such as lightning, flooding, or fire. Owner also agrees that the Animal Hospital shall not be liable for any loss or damage arising from Animal Hospital's negligent acts or the acts of its agents. In no event shall the Animal Hospital be liable for the intentional or negligent acts of third parties. Owner agrees that Animal Hospital's maximum liability shall be limited to the amount of the fees prepaid to the Animal Hospital to Store the Semen.



Inver Grove Heights Animal Hospital  
7131 Cahill Avenue  
Inver Grove Heights, MN 55076  
Phone: (651)451-4404  
Fax: (651).451-4879  
www.ighvet.com

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- b. Owner agrees that the Animal Hospital shall not be liable for any breeding failures involving the Semen. Owner acknowledges that the Animal Hospital does not guarantee conception from the Semen.

## VI. Miscellaneous

- A. This contract shall be governed by the laws of the State of Minnesota.
- B. All notices or communications shall be deemed as duly given if they are in writing and delivered personally or by prepaid first-class postage to the addresses below.
- C. This contract shall be binding upon and inure to the benefit of the parties hereto and to their representatives, heirs, legal representatives, and successors.

In witness whereof, the undersigned parties have executed this contract effective this date.

Inver Grove Height Animal Hospital, P.A.  
7131 Cahill Avenue  
Inver Grove Heights, MN 55076

Owner: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



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