

## CONTRACT FOR THE COLLECTION AND STORAGE OF SEMEN

### I. Parties

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

### II. Owner's Representations and Warranties

- A. Owner is the owner of the Dog
- B. Owner is authorized to enter this contract and to fulfill all contractual obligations contained herein.
- C. Owner represents that the dog the Owner will present for physical examination and semen collection is the Dog described in Appendix A.

### III. Authorizations

- A. Perform any test on or examination of the Dog that the Animal Hospital deems appropriate;
- B. Collect semen from the Dog, 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 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 collection and storage of semen; and
- E. Transfer and/or release the collected semen to any person or facility if so requested in writing by the Owner.

### IV. Undertakings by the Owner

- A. Owner will deliver the Dog for physical examination and semen collection 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, Owner will provide any and all documents relating to the 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 collect, 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 Dog or any semen collected from the Dog. If the Owner insures the semen, the Owner will use his or her best efforts to name the Animal Hospital as a co-insured.
- E. Owner authorizes the Animal Hospital to perform any emergency care procedures that the Animal Hospital in its sole discretion deems appropriate. Owner agrees to pay the Animal Hospital for all emergency care procedures provided to the Dog regardless of the outcome of any such emergency procedure.

### V. Limitation on Liability

A. The Animal Hospital intends to exercise reasonable care in the collection, storage and transfer of semen collected from the Dog. 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 liability shall be limited to the amount of the fees prepaid to the Animal Hospital to collect and store the semen.

B. Owner agrees that the Animal Hospital shall not be liable for any harm to the Dog arising from the physical examination of the semen collection process, except insofar as any injury is caused by Animal Hospital's intentional, willful or wanton infliction of pain or injury. Owner agrees that the Animal Hospital's maximum liability shall be limited to the amount of the fees prepaid to the Animal Hospital to collect and store the semen.

C. Owner agrees that the Animal Hospital shall not be liable for any breeding failures involving semen collected from the Dog. Owner acknowledges that the Animal Hospital does not guarantee conception from any semen collected from the Dog.

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 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 Heights Animal Hospital, P.A.**

**7131 Cahill Avenue**

**Inver Grove Heights, MN 55076**

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

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

\_\_\_\_\_

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

Name: James S. Winsor

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

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

Name: \_\_\_\_\_

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

\_\_\_\_\_

Owner

\_\_\_\_\_

Street Address

\_\_\_\_\_

City, State and Zip Code

\_\_\_\_\_

Registered Name of Dog:

\_\_\_\_\_

Registered Number:

\_\_\_\_\_

Breed:

