



CONTRACT FOR STORAGE OF FROZEN SEMEN

Today's Date: _____

Full Registered Name of the Dog: _____

Call name: _____ Date of Birth: _____

Breed: _____ Color: _____

Registry name: _____ Registration number: _____

DNA number: _____ Microchip number: _____

Printed Name of Semen Owner(s): _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Alternate Phone Number: _____

E-mail Address: _____

Printed Name of Semen Co-Owner(s): _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Alternate Phone Number: _____

E-mail Address: _____

Terms and Conditions

This is a legal contract and agreement (this "Agreement") between you and Inver Grove Heights Animal Hospital ("IGHAH") for services only. IGHAH agrees to collect, freeze, and store canine semen from the above dog and you authorize IGHAH to do this at your own risk. Payment is due at the time of service. Initial collection, evaluation, freezing, and storage fees include the first year of semen storage. This agreement auto-renews annually, and the storage fees charged on the first of the month in which this agreement begins. You understand if you choose to destroy or use the semen within the first month that the annual storage fee is applied, a 75% refund is returned with the other 25% being non-refundable. Additional fees apply by IGHAH when stored semen is withdrawn with the intended use of breeding, shipping, transferring or destruction purposes. All prices are subject to change without notice.

You understand and agree that while IGHAH has possession of your canine semen while it is stored, you retain full ownership, control, and dominion over the semen. You may have your semen available for pickup, shipment or use with reasonable notice. You understand and agree that your account must be in good standing and paid in full and a Semen Release form has been signed and received in order for the semen to be shipped, released or used by you or an agent of yours. You understand and agree that you have the option to use your own tank for pick up/shipping or you may rent one of IGHAH's shipping tanks for an additional fee. You agree that once you or a designated agent take possession of your semen, or once your semen is shipped at your direction with either IGHAH's shipping tank or your own shipping tank, you accept full responsibility for the safety, security, and

preservation of the semen. You agree that when you have frozen semen removed from IGHAH, for shipment or breeding, IGHAH is not liable or responsible for any damage to semen.

You understand and agree that it is your sole responsibility to obtain insurance for your shipment of the semen and that any insurance that IGHAH obtains related to a shipment is solely for insuring the IGHAH shipping container and not the semen contents. IGHAH agrees to provide shipping tracking numbers for you to track the shipment. You understand IGHAH will not track the shipment for you. You understand, acknowledge, and agree that as soon as the semen is in the possession of the mail carrier, IGHAH no longer has any further obligation, liability, or responsibility for the semen's delivery, delays, or damage thereto.

Further, in the event of any loss or damage of semen due to circumstances outside of the control of IGHAH, including but not limited to, fire, flood, weather, power outages, theft, vandalism, errors, storage/shipping tank failures, or shipping damage, or delays due to an epidemic, pandemic, or other macro-situation that affects shipping times, you agree IGHAH shall not be liable for the loss or replacement of the frozen semen or costs involved in freezing, storing the semen, or shipping fees.

You understand and agree that if semen has more than one owner, each owner has the right, individually, to authorize shipment, destruction, and use of the semen. You and all other owners/co-owners of the semen agree to indemnify and hold harmless IGHAH and its owners, employees or agents from any liability related to disputes between owners of semen. For purposes of clarity, if there are multiple owners, one owner acting in his/her/their sole capacity may make decisions regarding the semen, and IGHAH has full authority to depend on that owner's authority without the duty or requirement to contact any other owner prior to facilitating that owner's decision.

You understand and agree it is your responsibility to ensure your account remains current with IGHAH or any overdue account balances will be submitted to a collection agency for collection purposes. It is your responsibility to notify IGHAH of any changes to billing, mailing, e-mail or contact information pertaining to this contract. Late payments are subject to 1.5% per month interest and a \$5.00 late fee per month.

(initial here)

After 90 days of non-payment, the account will be inactivated. You agree and understand that after 90 days of inactive status, your semen is considered abandoned and becomes the property of IGHAH, and you will no longer retain any rights to the semen, nor shall you be entitled to receive any information on the status or state of the semen, including but not limited to disposal, donation, etc.

You understand and agree that IGHAH does not and cannot guarantee conception from canine semen, frozen or otherwise, and you agree that IGHAH may not and shall not be held liable for outcomes from the use of semen. IGHAH does not promise, guarantee, or warranty that frozen semen will be viable at the time of thawing for insemination.

By using IGHAH's services, you agree that liability, as well as that of its owners, employees or agents, may not and shall not exceed the total compensation received under this Agreement. This is an express limited waiver of liability. This limitation of liability applies to any and all claims, losses, expenses, injuries, or damages arising out of or in any way related to the performance of this Agreement by reason of any act or omission, including breach of contract, negligence, errors, omissions, strict liability, breach of warranty, or any reason whatsoever, not amounting to a willful, wanton, or intentional misconduct. This limitation of liability includes, but is not limited to claims for lost profits, loss of use, costs of replacement, special damages, and/or indirect or consequential damages whatsoever, regardless of whether or not it was caused in whole or in part by IGHAH or its owners, employees or agents.

In the event that any dispute arises between you and IGHAH, you agree that the dispute shall be governed by laws of the State of Minnesota, USA, without regard to any conflict of laws, and you agree that any and all disputes and actions shall be commenced only in the Circuit Court of the State of Minnesota for Dakota County, Minnesota. You agree to submit to the exclusive jurisdiction and venue of the Circuit Court of the State of Minnesota for Dakota County, Minnesota. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. You agree that the statute of limitations for any claims related to or arising out of this Agreement is one year, and any claim commenced after one year, without exception, is time-barred. This applies to any claims brought by you and IGHAH. You agree that for this statute of limitations, there is no discovery rule, and this one-year statute of limitations supersedes any statute of limitation or statute of ultimate repose that otherwise may have applied.

This Agreement replaces all previous authorization and contracts for the named dog and owner(s). This contract constitutes the final and exclusive agreement between you and IGHAH regarding the matters contained in this Agreement, and all earlier and contemporaneous negotiations and agreements between you and IGHAH regarding the matters contained in this Agreement are expressly superseded by this Agreement. If any provision of this Agreement is unenforceable as a matter of law, the remaining provisions of this Agreement remain in full force and effect. No provision of this Agreement may be waived except by a written agreement executed by you and IGHAH. No waiver of any provision of this Agreement constitutes a waiver of any other provision. Failure to enforce any provision of this Agreement does not constitute a waiver of the provision or any other provisions. The Parties may amend, modify, or otherwise change the terms of this Agreement only through a written agreement executed by you and IGHAH.

Full Registered Name of the Dog: _____

Call name: _____ Date of Birth: _____

Signature of Owner of Semen _____
Date

Signature of Co-Owner of Semen _____
Date

By signing below, you certify that the information you provide is true and correct. You authorize that you are the owner of the dog. You authorize IGHAH to perform services for you at your own risk. With your signature below, you agree to all terms and conditions contained in this Agreement, effective as of the date of your signature.

Signature of Owner of Dog _____
Date

Signature of Co-Owner of Dog _____
Date