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A Division of Wilson Veterinary Hospital

CONTRACT FOR STORAGE OF FROZEN SEMEN

This is an agreement between Michigan Canine Reproductive Services (MCRS), and:

Name: _____

Address: _____

Telephone: Day _____

Evening _____

Who is referred to as "OWNER" and is the owner of the stud dog(s) listed on Attachment A.

- 1) The OWNER wishes to have semen collected and frozen from the dog(s) listed. The purpose of this Agreement is to set forth the terms and conditions applicable to this and other services performed by MCRS.
- 2) OWNER'S Representations and Warranties
 - a) OWNER represents that OWNER is the sole OWNER of the semen, or that OWNER is authorized by all others who may have an interest in the semen to enter this Agreement and to fulfill OWNER'S obligations as described.
 - b) OWNER represents and warrants that the Semen presented for collection is the Dog(s) described and named.

3) Authorization to MCRS

OWNER authorizes MCRS or its agents to transfer semen from the original site of storage to long-term storage facilities currently located at MCRS central office listed at the top of the page. OWNER shall be notified if this location changes.

4) Undertakings by OWNER

OWNER hereby agrees that:

- a) In cases of semen transferred from semen freezing centers other than MCRS or its affiliates, OWNER will deliver satisfactory proof of Registration, two color photographs of each Dog (front and side views), and a description of any other identifying marks or tattoos to be listed in Attachment A.
- b) OWNER will comply with the record keeping requirements of the American Kennel Club or any other registration body with which Dog(s) is registered. The AKC regulations are attached as Attachment B.
- c) All communication and correspondence regarding semen stored at MCRS can be made only by the OWNER of said frozen semen.
- d) When OWNER contracts for a breeding using semen held by MCRS, OWNER will give as much advance notice as possible to WVHDR in order to arrange shipping in the most economical fashion. MCRS requires at least two weeks advance notice for a domestic breeding and three weeks for international shipments.

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- e) All forms related to semen shipment requests must be filled out completely by the OWNER of the semen. MCRS is not responsible for the collection of any information required on said forms. Therefore, it is the full responsibility of the OWNER to collect all information required for the completion of forms related to frozen semen shipments. No shipments will be processed until all forms are completed in full and returned to MCRS.
 - f) OWNER will negotiate directly with the bitch owner and collect any breeding fee.
 - g) Frozen semen evaluation and storage charges, as listed in Attachment C, will be paid promptly by the OWNER.
 - h) Semen storage and/or frozen semen evaluation fees will be billed by invoice, which is due upon receipt. It will be the responsibility of the semen OWNER to notify MCRS of any change of address necessary to receive billing for yearly storage fees. Customer accounts for semen storage that are past due will be sent to collections and are subject to immediate thawing of semen.
 - i) Insurance is the responsibility of the owner.
- 5) Extent of Obligation and Limitation of Liability
- a) MCRS makes no representation or warranty that a successful whelping will result from any breeding. MCRS strongly suggests that the OWNER use MCRS trained veterinarian to conduct inseminations with frozen semen to maximize the chances of a successful breeding.
 - b) MCRS shall exercise reasonable care in storing semen and in training veterinarians to conduct inseminations. Aside from the obligation to exercise reasonable care, MCRS shall not be responsible for acts of commission or omission by veterinarians who are not employees of MCRS, and MCRS expressly disclaims any such liability.
 - c) MCRS shall not be responsible for loss or accidental thawing of semen which results from storage tank failure, from any act by non-employees of MCRS who may be retained to transport semen, or from any acts by employees or agents of MCRS unless such acts constitute gross negligence, or from any other cause beyond the reasonable control of MCRS. If such event occurs, MCRS sole liability will be to return any prepaid fees.
- 6) General
- a) This Agreement shall be governed by the laws of the State of Michigan.
 - 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 address above.
 - c) This Agreement shall be binding upon and ensure to the benefit of the parties hereto and to their representatives, heirs, legal representatives or successors.

MICHIGAN CANINE REPRODUCTIVE SERVICES:

OWNER:

Signed: _____

Signed: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____