

CONTRACT FOR STORAGE OF FROZEN SEMEN

THIS AGREEMENT, made and entered into this ____ day of _____, 20__ by and between Veterinary Associates of Fort Collins, P.C., a Colorado corporation d/b/a South Mesa Veterinary Hospital (South Mesa) 3801 South Mason Street, Fort Collins, Colorado, and

Name(s) _____

Address _____

Telephone: Day _____

Evening _____, to wit:

WHEREAS, Owner owns or is authorized to act on behalf of the owner of the Dog (s) listed on Exhibit A, attached hereto;

WHEREAS, Owner desires to have semen collected from the Dog (s) listed on Exhibit A and frozen by South Mesa;

WHEREAS, Owner further desires to utilize South Mesa for storage of frozen semen; and

WHEREAS, South Mesa is willing to make available such services to Owner.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, it is AGREED as follows:

1. SERVICES

A. Collection. South Mesa will collect and freeze semen as directed by Owner from the Dog (s) listed on Exhibit A. Such collection and freezing services are subject to South Mesa's examination of the Dog (s) and determination that the Dog (s) is healthy enough to undergo the collection procedure.

B. Storage. South Mesa will store frozen semen as directed by Owner from the Dog (s) listed on Exhibit A or frozen semen provided by Owner. Such storage will be at the offices of South Mesa. However, South Mesa may elect to transfer such frozen semen to long-term storage facilities off site. Owner hereby authorizes South Mesa, in its discretion, to transfer such frozen semen to long-term storage facilities off site. South Mesa will notify Owner in advance of such transfer.

2. FEES. South Mesa charges \$_____ per year for frozen semen storage services on site. If storage of frozen semen is less than one year, then South Mesa will prorate such fees based on the number of months storage services were utilized, with a minimum fee of \$_____.

3. TERM. The term of this Agreement shall be _____ months, which commences on _____, 20____. The parties may mutually agree to extend such term for additional twelve month periods. Any such extension shall be in writing by both parties. The Fees for Storage set forth In Section 2 above are subject to increase for any extension. Upon the expiration of any term of the Agreement, Owner shall receive notice that frozen semen storage services will terminate and that the Owner needs to pick up or direct South Mesa where to send Owner's frozen semen. Failure to pick up or direct South Mesa where to send Owner's frozen semen within thirty days after notice shall result in the destruction of frozen semen.

4. OWNER'S WARRANTIES. Owner represents and warrants that:

A. Ownership. Owner is the owner of the Dog (s) listed on Exhibit A and/or the semen furnished to South Mesa or that Owner is authorized to act on behalf of the owner of the Dog (s) and/or the semen furnished to South Mesa.

B. Authority. Owner has the right, power, legal capacity and authority to enter into and perform Owner's obligations under this Agreement and no additional approval or consent of any person is necessary in connection with it.

5. OWNER'S OBLIGATIONS. As a condition of South Mesa's performance under this Agreement, the owner agrees that:

A. In cases of semen transferred from semen freezing centers other than South Mesa, Owner will deliver satisfactory proof of registration, AKC DNA profile, a negative brucellosis test within the last 6 months and a description of any other identifying marks, tattoos or microchip numbers to be listed in Exhibit A.

B. Owner will comply with the record keeping requirements of the American Kennel Club (AKC) or any other registration body with which the Dog (s) is registered. The owner acknowledges receipt of a copy of AKC regulations.

C. At the time Owner contracts for a breeding using semen held by South Mesa, Owner will give South Mesa as much advance notice as reasonably possible in order to arrange shipping in the most economical fashion. South Mesa requests at least two weeks notice for domestic breeding and longer for international shipments.

D. Owner will negotiate directly with owner of the bitch and collect any breeding fee; South Mesa will not be responsible for collecting any breeding fees.

E. Frozen semen evaluation and storage charges, which are subject to change from time to time, will be promptly paid by the Owner when due.

6. LIMITATION OF LIABILITY. South Mesa shall perform its semen collection, freezing, and storage in a reasonable and professional manner.

A. South Mesa makes no representation or warranty that a successful whelping will result from any breeding. South Mesa recommends that Owner use South Mesa's trained veterinarian Greg Burns, DVM, to conduct inseminations with frozen semen to maximize the chances of a successful breeding.

B. South Mesa shall exercise reasonable care in storing semen and conducting insemination. Aside from exercising reasonable care, South Mesa shall not be responsible for the acts or omissions of veterinarians or others who are not employed by South Mesa; South Mesa expressly disclaims and such liability.

C. South Mesa shall not be responsible for loss or accidental thawing of semen which results from off site storage failure, any acts by employees or agents of South Mesa unless such acts constitute gross negligence, or from any other cause beyond the reasonable control of South Mesa. If such event occurs, South Mesa's sole liability will be the return of any prepaid fees.

6. DEFAULT. Failure to promptly pay fees for collection, evaluation, freezing, and/or storage of frozen semen will cause this Agreement to be in default. Prompt payment means payment within ten days of the due date of the payment. If this Agreement is in default, South Mesa may (1), elect to terminate the Agreement with ten day's notice to Owner; or (2), permit Owner to cure the default within a ten day period following notice to the Owner. If Owner fails to cure the default, then this Agreement shall be terminated.

7. INDEMNIFICATION. Owner shall indemnify and hold harmless South Mesa and its veterinarians, employees, and agents from any and all claims, actions, lawsuits, expenses, including reasonable attorney's fees, and any other damages or monetary loss incurred in connection with the use of frozen semen in a breeding or otherwise.

8. ENTIRE AGREEMENT. This Agreement constitutes the entire contract between the parties with respect to the subject matter hereof. Any previous agreement shall be superseded by this agreement.

9. MODIFICATION AND BINDING EFFECT. This Agreement may only be modified in writing signed by both parties. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, representatives, successors and assigns.

10. NOTICE. Any notice required or permitted by this Agreement shall be in writing and shall be sent Certified Mail, return receipt requested, to the last known address of the party. It shall be Owner's responsibility to notify South Mesa of any change in address. Notice shall be effective 3 days after deposit of the same into the United States Mail with sufficient postage attached to delivery to the parties at the above addresses.

11. ASSIGNMENT. Any assignment of this Agreement without the prior written consent of the other party shall be void. No assignment shall relieve the assignor from any obligation hereunder.

12. GOVERNING LAW. This Agreement shall be governed by and construed under the laws of the State of Colorado. The parties agree that proper and sole forum for any legal action is Larimer County District Court, Fort Collins, Colorado.

13. COSTS. If any legal or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

IN WITNESS WHEREOF, this AGREEMENT is effective on the date first above written.

SOUTH MESA:
Veterinary Associates of Fort Collins, P.C., a Colorado corporation
d/b/a South Mesa Veterinary Hospital

By: _____
Greg Burns, DVM, VP

Owner: _____

Owner: _____

Exhibit A

For each stud collected under this Agreement:

STUD 1

REGISTRATION BODY: _____

REGISTERED NAME: _____

REGISTRATION NUMBER: _____ TATTOO/CHIP: _____

COLOR & MARKINGS: _____

BREED: _____

STUD 2

REGISTRATION BODY: _____

REGISTERED NAME: _____

REGISTRATION NUMBER: _____ TATTOO/CHIP: _____

COLOR & MARKINGS: _____

BREED: _____

STUD 3

REGISTRATION BODY: _____

REGISTERED NAME: _____

REGISTRATION NUMBER: _____ TATTOO/CHIP: _____

COLOR & MARKINGS: _____

BREED: _____

STUD 4

REGISTRATION BODY: _____

REGISTERED NAME: _____

REGISTRATION NUMBER: _____ TATTOO/CHIP: _____

COLOR & MARKINGS: _____

BREED: _____