

**Animal Hospital of Woodstock
11711 Catalpa Lane
Woodstock, IL 60098
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E-mail: repro@animalhospitalofwoodstock.com**

FORM #6

FROZEN SEMEN CONTRACT

Preliminary Recitals:

1. The parties of this agreement are Animal Hospital of Woodstock (hereinafter referred to as "AHOW" and _____, (hereinafter referred to as "Owner") with the following address: _____

2. AHOW is the owner of a process for the collection and freezing of canine semen in such manner as to preserve it's viability, and is experienced in the practice of said process, and is the owner of skill and know-how with respect thereto.

3. Owner is the/an owner of the stud dog identified below and is the sole owner of said dog's semen and desires to utilize the services of AHOW for the collection, processing, maintenance, and shipment of semen produced by said stud dog:

Registered Name (without titles) _____
Registration Club and # _____
DNA Profile # _____
Breed _____

4. Owner represents and warrants that he/she is the sole, actual legal owner of the semen and has sole and exclusive right to the semen of the stud dog. Owner agrees to indemnify and hold AHOW harmless from any damage, claim or injury resulting from any party challenging Owner's rights with respect to the semen, whether or not said challenge has merit. In the event Owner is a co-owner of the stud dog, as a condition of AHOW's acceptance of this Agreement, Owner will first obtain the signatures of all stud dog co-owners on the last page of this Agreement.

Owner may now or hereafter designate in writing a party (designated agent) to act on Owner's behalf. Unless otherwise expressly limited in the writing designating the agent, AHOW will treat the agency as unlimited in scope as to any matters pertaining to or arising out of this Agreement and will act upon the direction of and otherwise treat agent in all respects as if he/she were the Owner until such time as AHOW is provided written notice of the termination or limitation of the agency. Unless Owner has provided written notice of the termination or limitation of a designated agency, Owner shall be deemed to have waived any claim or defense against AHOW, its owners and/or employees, on

account of any such agent's lack of actual authority to act. Owner, having read and fully understood the above:

_____ **Wishes to designate** _____ as his/her agent.
Initial

Agent's authority is to be:

_____ unlimited:

Initial

_____ limited to the following: _____

Initial

Describe in detail what you do and do not wish your agent to be able to do for you

_____ **Does not wish to designate** any agent at this time but understands that the
Initial conditions and waivers set forth in the paragraph above shall apply if any
agent is designated in the future.

Undertakings by Owner:

1. Owner or designated agent will deliver the stud dog to AHOW at such place and at such date and hour as may be agreed upon in advance, accompanied by such health certificates as may be required by AHOW and applicable state laws, including, among other things, a declaration by an accredited veterinarian that the dog is to the best of his/her knowledge, information, and belief, after examination, free from contagious and infectious diseases.
2. Owner agrees to pay AHOW in advance for its services in accordance with its fees then in effect.
3. Insurance is the responsibility of the owner. Owner expressly agrees to obtain insurance coverage for the loss of the semen for whatever reason.
4. Waiver of Subrogation: The Owner and AHOW agree that in the event of loss due to any cause which Owner is required to obtain insurance, Owner shall look solely to its insurance for recovery. The Owner hereby grants to AHOW, on behalf of any insurer providing insurance with respect to the services contemplated by this agreement, a waiver of any right of subrogation which any insurer may acquire against AHOW by virtue of payment of any loss under such insurance.

Undertakings by AHOW:

1. AHOW agrees to perform such testing and other procedures as it customarily uses in order to enable it to establish and maintain records to identify the dog as the producer of the semen collected and maintained under its name or other identifying symbol.

2. AHOW will collect semen from the dog according to its recognized and established procedure and examine and test it for motility and quality and will repeat such procedure until it becomes apparent to AHOW that, in its judgment, the dog is incapable of such production. If AHOW concludes that the dog is incapable of producing semen of a satisfactory quality, it shall promptly advise Owner to that effect and of the amount of its charges for services performed, and Owner shall there upon remit to AHOW the amount of such charges.
3. The semen of satisfactory quality collected from the dog by AHOW will be processed and frozen and a specimen thawed and examined. If considered satisfactory, the frozen semen will be stored in accordance with AHOW's established practice. Semen which is frozen and stored will be packaged in units of size to contain a quantity sufficient for a test immediately prior to its use and, when possible, for the insemination of one bitch and will be identified as having been collected from the stud dog named herein.
4. Maintenance fees for periods after the initial maintenance period will be payable in advance for periods of year or multiples thereof in accordance with the policy then in effect. No refund of maintenance fees will be made if semen is withdrawn during a maintenance period.
5. AHOW does not guarantee conception. It shall be incumbent upon the Owner to make the necessary pre-arrangements with the inseminator, whose fee shall be paid by the Owner of the dog or the Owner of the bitch to be inseminated, as they may agree between them. The Owner will pay the cost of shipment of the semen and the deposit on the shipping container at the same time he gives the order for release. The Owner agrees to give written advance notice to AHOW at least ten (10) days prior to the date on which he/she desires the shipment to be released, giving particulars as to destination, consignee, method of shipment, etc.
6. No frozen semen will be released by AHOW unless all fees due it from Owner shall have been paid, and AHOW shall not be under any obligation whatsoever to honor any order for the release of semen if any fees due it remain unpaid at the time of presentation of the order.
7. The ownership of the semen and the rights of the Owner with respect thereto may be assigned by him, provided that all fees then due AHOW have been paid in full and each assignee enters into a separate storage agreement with AHOW for a maintenance term commencing on the effective date of the assignment. Should owner fail to pay any past due fee and/or assignee fail to enter into a separate storage agreement with AHIW within ten (10) days of notification to AHOW of the assignment, then upon (15) days advance written notice to Owner by regular mail to the address listed in this agreement and to assignee at the address, if any, provided, AHOW may deem Owner and assignee to have consented to the destruction of said semen.
8. This agreement may be terminated by the Owner upon at least 30 days prior written notice to AHOW and upon such termination AHOW will deliver the frozen semen which it then holds to The Owner or to his order upon payment of all charges due to AHOW, including packing, shipping, and deposit on the shipping container, and upon the Owner's delivery of a complete release to AHOW upon its established release form. Owner acknowledges and agrees that the annual storage fee shall be deemed earned at the beginning of each annual storage period and that no refund or proration of any portion of the annual storage fee will be

given in the event of a termination of this Agreement prior to the expiration of the annual storage period.

9. If any charges of AHOW remain unpaid for sixty (60) days after billing, at the expiration of such period a notice of default will be mailed to Owner at the address listed hereinabove, and if the default is not corrected within fifteen (15) days after the giving of such notice, AHOW may destroy the semen. In no event shall any semen be released from the possession of AHOW while a default exists. In the event AHOW prevails in any suit brought on account of any default by Owner or is made a party to any suit brought by any third party as a result of any act or omission of Owner, AHOW shall be entitled to recover from Owner its reasonable attorneys fees, costs and expenses. The parties agree that any litigation pertaining to or arising out of this Agreement shall be brought exclusively in McHenry County, Illinois.

10. If AHOW elects for any reason to terminate this agreement it may do so provided it gives Owner thirty (30) days advance written notice sent regular mail to such address listed hereinabove. Such written notice shall request Owner to provide instruction for the shipment or other disposition of any semen in AHOW's possession. Unless AHOW receives such instruction within thirty (30) days of the date of the mailing of its notice of termination, Owner shall be deemed to have consented to the destruction of said semen. AHOW shall bare no responsibility for the non-receipt of any such notice mailed.

11. AHOW will exercise due and proper care of semen in accordance with its established procedures but shall not be liable for quality drop nor complete loss due to circumstances beyond its control including, but not limited to, temperature changes as a result of equipment failure, disruption of public provided utilities, fire lightning, strikes, riots, or delays or any other loss or damage whatsoever while in the hands of a common carrier. AHOW shall further exercise such reasonable and ordinary care over Owner's dog while in its custody as is customary among canine breeders or boarders, but neither it nor any of its employees or owners will assume any responsibility to provide professional veterinary services or care unless specifically hired to do so. In the event of circumstances necessitating emergency veterinary services, AHOW may, in its sole discretion, elect to provide such services but is not required to do so and in such event Owner agrees to pay the reasonable veterinary fees associated with the provision of any such services. Unless AHOW has agreed to provide professional veterinary services, it shall bare no responsibility for any injury, disease, or loss suffered by any dog while in its custody, unless such be the result of its intentional or willful and wanton conduct. In any event, the maximum liability to AHOW to the Owner shall be limited to the amount of the fees theretofore paid to AHOW with respect to the lost or damaged semen. Insurance coverage for any lost or damaged semen is incumbent upon the Owner.

12. It is the policy of AHOW to keep all information regarding dog collected and semen confidential and not disclose any information to anyone other than the Owner unless in writing. Owner has the opportunity to designate an Agent to receive any information regarding dog collected and/or semen as well as the right to make any decisions regarding said dog and semen. This person is to be listed on the Semen Collection and Processing Authorization form accompanying each dog to each collection. If no such person is listed on said form, all information is strictly confidential to Owner only.

13. In the event Owner dies prior to the termination of this Agreement, AHOW will continue to provide storage and maintenance services for the frozen semen subject to the payment terms of the Agreement and AHOW's continued rights under Paragraphs 9 & 10 hereof to terminate services. Owner agrees, however, that upon his/her death AHOW may withhold releasing the frozen semen to any claimed heir, legatee, representative, assignee or any other party until it has been provided such documentation and/or authorization of assignment or succession as it, or its legal counsel, in their sole discretion, deem satisfactory or until provision of a Probate Court Order directing such release.

Executed in duplicate this _____ day of _____, 20_____.

Animal Hospital Of Woodstock
By

AHOW duly authorized agent

Semen Owner

Acknowledgment of
Stud Dog Co-Owners

The undersigned co-owners of the stud dog identified on the face page of this Agreement acknowledge and agree that _____ (Semen Owner) is the legal owner of the stud dog's semen or has been granted by me/us exclusive and irrevocable authority to exercise and enjoy all rights with respect to the stud dog's semen.

Stud Dog Co-Owner

Date

Stud Dog Co-Owner

Date

Stud Dog Co-Owner

Date

Stud Dog Co-Owner

Date