

AGREEMENT FOR THE COLLECTION, PROCESSING, STORAGE, MAINTENANCE AND SHIPMENT OF CANINE SEMEN

Preliminary Recitals

The parties to this agreement are THE ANIMAL HOSPITAL OF FT. LAUDERDALE, INC., a Florida corporation (hereafter referred to as "AHOFL") and _____, (hereafter referred to as "Owner").

AHOFL is the owner of a process for the collection and freezing of canine semen in such manner as to preserve its viability, is experienced in the practice of said process, and is the owner of skill and knowledge with respect thereto.

Owner is the sole owner or co-owner of the stud dog:

Breed: _____

Registered Name: _____

Name of Registry: _____ Registered No: _____

Owner desires to utilize the services of AHOFL for the collection, processing, storage, and shipment of semen produced by said stud dog.

Undertakings by Owner

Owner will deliver the stud dog to AHOFL at such place and time as may be agreed upon in advance, accompanied by such health certificates as may be required by AHOFL subject to 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.

Owner agrees to pay AHOFL in advance for its services, in accordance with its fees then in effect

Insurance is the responsibility of the Owner. Owner expressly agrees to obtain insurance coverage for the loss of the semen for whatever reason and such insurance coverage shall include AHOFL as an additional insured.

Undertakings by AHOFL

AHOFL 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 stored and maintained under its name or other identifying symbol.

AHOFL will collect semen from the dog according to its recognized and established procedures, then examine and test the collected semen for motility and quality, and will repeat such procedure until the dog has produced semen of satisfactory motility and quality, or until it becomes apparent to AHOFL that in its judgment, the dog is incapable of producing semen of a satisfactory quality to enable a successful freezing. If AHOFL determines the semen is not of such quality that it can be successfully frozen,

AHOFL shall promptly advise Owner to that effect and of the amount of the charges for services performed to evaluate the semen for freezing. OWNER shall thereupon remit to AHOFL the amount of such charges.

If AHOFL determines the semen is of such quality that it can be successfully frozen, the semen will be processed and frozen and a specimen thawed and examined. If considered satisfactory, the frozen semen will be stored in accordance with AHOFL's established practices. Semen which is frozen and stored will be packaged in breeding units of size that contain a quantity sufficient for a test immediately prior to its use and for the insemination of one bitch and will be identified as having been collected from the stud dog named herein.

Storage

Initial storage and maintenance fees shall be payable in advance, on a pro-rated basis, in accordance with our billing schedule protocol, then in effect. After the initial period, fees for storage and maintenance shall be payable in advance for periods of one year or multiples thereof in accordance with the policy then in effect. No refund of storage and maintenance fees will be made if semen is withdrawn during a storage maintenance period.

AHOFL 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 cost of shipment of the semen and the deposit on the shipping container will be paid by the Owner at the time the order for release is given. The Owner agrees to give written advance notice to AHOFL at least ten (10) days prior to the date on which shipment is desired to be released, giving particulars as to destination, consignee, method of shipment, etc.

No frozen semen will be released by AHOFL unless all fees due it from Owner shall have been paid, and AHOFL 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.

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 AHOFL have been paid in full and each assignee enters into a separate storage agreement with AHOFL for the storage and maintenance term commencing on the effective date of the assignment.

This agreement may be terminated by the Owner upon at least (30) days prior written notice to AHOFL and upon such termination AHOFL will deliver the frozen semen which it then holds to the Owner upon payment of all charges due to AHOFL, including preparation, packing, shipping and deposit on the shipping container, and upon the Owners delivery of a completed signed release to AHOFL on its established release form.

Default

If any charges due AHOFL remain unpaid for sixty (60) days after billing, at the expiration of such period, a notice of default will be given to Owner, in writing at the last known address on file for Owner, and, if the default is not corrected within thirty (30) days after receipt of such notice, or after all reasonable attempts to notify Owner have been exhausted, AHOFL may dispose of the semen in any way AHOFL deems fit. In no event shall any semen be released from the possession of AHOFL while a default exists.

Remedies

AHOFL will exercise due and proper care of the frozen 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, fire, lightning strikes, riot or delays, or any other loss or damage whatsoever while in the hands of a common carrier. In any event, the maximum liability of AHOFL to Owner shall be limited to the amount of the fees theretofore paid to AHOFL with respect to the lost or damaged frozen semen.

It is the Owner's responsibility to procure Insurance coverage for any lost or damaged frozen semen stored at AHOFL.

Venue

Any action taken to enforce the provisions of this agreement shall be in Broward County, Florida.

Attorneys Fees

In the event it becomes necessary to enforce any provision of the agreement, the prevailing party shall be entitled to attorney's fees, court costs, and other litigation costs. In the event of failure of Owner to pay for storage fees and/or related shipment fees and it becomes necessary to submit this account to collection, Owner will be responsible for the outstanding balance in addition to all costs of collection, including collection agency fees, attorney's fees, court costs and other related costs which may be incurred by AHOFL in collecting any outstanding balance Owner may owe to AHOFL.

I/WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO ABIDE BY ALL OF ITS TERMS AND CONDITIONS.

Executed in duplicate, this ____ day of _____ 2017, in Ft Lauderdale, Broward County, Florida.

ANIMAL HOSPITAL OF FT LAUDERDALE

OWNER

By: _____
Its duty authorized agent
