



Brittmoore Animal Hospital
1236 Brittmoore Rd.
Houston, TX 77043
713-468-8253 Fax 713-468-8253
repro.bah@gmail.com

CONTRACT FOR STORAGE OF FROZEN SEMEN

THIS AGREEMENT made and entered into this day of _____, 20____ (“Effective Date”), by and between Brittmoore Animal Hospital with a business address of 1236 Brittmoore Rd Houston, TX 77043, and the individual or individuals listed and identified in Exhibit A, attached hereto (collectively, the “Owners”; each individually, an “Owner”).

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

WHEREAS Owner may desire to have semen collected from the Animal(s) listed on Exhibit A and frozen by Brittmoore Animal Hospital.

WHEREAS Owner further desires to utilize Brittmoore Animal Hospital for storage of frozen semen; and WHEREAS, Brittmoore Animal Hospital 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

1.1 Freezing. Brittmoore Animal Hospital may receive and freeze semen as directed by Owner from the Animal(s) listed on Exhibit B.

1.2 Storage. Brittmoore Animal Hospital will store frozen semen as directed by Owner from the Animal(s) listed on Exhibit B or frozen semen provided by Owner. Such storage will be at the office of Brittmoore Animal Hospital.

1.3 Transfer of Semen; Representatives.

(a) Owner hereby appoints _____ as its representative (each a “Representative”), with the rights and obligations proscribed to Representatives per the terms hereof. The owner may add or remove individual Representatives by providing notice of such in writing to Brittmoore Animal Hospital. Owner acknowledges that each Representative will have full access to account information and frozen semen inventory.

(b) Brittmoore Animal Hospital agrees to transfer straws of frozen semen to third parties at the direction of Owner or its Representative upon receipt from Owner or its Representative of a completed form as attached as Exhibit C (as may be updated from time to time at Brittmoore Animal Hospital’ sole discretion) or in accordance with Section 1.3(f); provided Brittmoore Animal Hospital shall not be required to transfer such straws until the transferee has duly completed and returned to Brittmoore Animal Hospital the liability waiver attached as Exhibit D (as may be updated from time to time at Brittmoore Animal Hospital’ sole discretion).

(c) At the time Owner contracts for a breeding using semen held by Brittmoore Animal Hospital, Owner will give Brittmoore Animal Hospital as much advance notice as reasonably possible



Brittmoore Animal Hospital
1236 Brittmoore Rd.
Houston, TX 77043
713-468-8253 Fax 713-468-8253
repro.bah@gmail.com

("Notice") to arrange shipping in the most economical fashion. Brittmoore Animal Hospital requires at least two business days' Notice for domestic breeding and at least 10 business days from the date of fulfilling the country's requirements for international shipments using third party shippers.

(d) Owner will negotiate directly with owner of the female to be bred and collect any breeding fee; Brittmoore Animal Hospital will not be responsible for collecting any breeding fees.

(e) Owner hereby authorizes Brittmoore Animal Hospital or its Representative to discuss such Owner's canine semen storage account with Owner and such Representative over the telephone and agrees that Brittmoore Animal Hospital may record this conversation. For verification purposes, Owner and its Representatives can provide a security password or number for the semen storage account to Brittmoore Animal Hospital in writing and may be revised by Owner from time to time upon written notice to Brittmoore Animal Hospital.

(f) In addition, Owner agrees that:

(i) Brittmoore Animal Hospital may transfer semen upon receipt of email authorization from Owner or its Representatives (provided that such email shall include all the information set forth in Exhibit C and shall include the above-referenced password or number shall be included in such email authorization); and

(ii) shipped, post thaw information may be included with such semen when shipped. Post thaw information may be included with such semen when.

2. TERM.

The term of this Agreement shall commence on the Effective Date set forth above and shall continue, unless terminated earlier as provided herein, until the expiration of the Term set forth in Exhibit E. Upon the expiration or termination of the Agreement, Owner shall receive notice that frozen semen storage services will terminate, and that the Owner needs to pick up or direct Brittmoore Animal Hospital where to send Owner's frozen semen. Failure to pick up or direct Brittmoore Animal Hospital where to send Owner's frozen semen, at the Owner's costs, within 180 days after notice shall result in the destruction of frozen semen.

3. OWNER'S WARRANTIES.

Owner represents and warrants that:

3.1 Ownership. Owner is the sole owner, or the Owners are the sole co-owners, as the case may be, of the Animal(s) listed on Exhibit B and/or the semen furnished to Brittmoore Animal Hospital or that Owner is authorized to act on behalf of the actual owner(s) of the Animal(s) and/or the semen furnished to Brittmoore Animal Hospital.



Brittmoore Animal Hospital
1236 Brittmoore Rd.
Houston, TX 77043
713-468-8253 Fax 713-468-8253
repro.bah@gmail.com

3.2 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.

3.3 In cases of semen transferred from semen-freezing centers other than Brittmoore Animal Hospital, such semen shall be free of any diseases.

4. OWNER'S OBLIGATIONS.

As a condition of Brittmoore Animal Hospital's performance under this Agreement, the Owner agrees that:

4.1 In cases of semen transferred from semen freezing centers other than Brittmoore Animal Hospital, Owner will deliver satisfactory proof of Animal registration, and a description of any other identifying marks, tattoos or microchip numbers to be listed in Exhibit B.

4.2 Owner will comply with the record keeping requirements of the applicable registration body with which the Animal(s) is registered.

4.3 In the event any information concerning the ownership of the Animal changes, Owner shall, at the time of such Notice, notify Brittmoore Animal Hospital, in writing with reasonable detail, of such change, shall update the warranties provided in Sections 4.1 and 4.2, and shall obtain any and all consents of any such new owner or co-owner in connection with the transfer of the semen.

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

5. LIMITATION OF LIABILITY.

5.1 Brittmoore Animal Hospital shall perform its semen freezing and storage in a reasonable and professional manner. Brittmoore Animal Hospital makes no representation or warranty that a successful birth will result from any breeding. Brittmoore Animal Hospital recommends that Owners use trained veterinarians to conduct inseminations with frozen semen to maximize the chances of a successful breeding. Brittmoore Animal Hospital is not responsible for accuracy of post-thaw data. Values listed were provided by the collecting veterinarian at the time of transfer to Brittmoore Animal Hospital. Brittmoore Animal Hospital shall not be responsible for breed registration, including meeting requirements and/or providing documentation in support of registration of offspring.

5.2 Brittmoore Animal Hospital shall exercise reasonable care in storing semen. Brittmoore Animal Hospital shall not be responsible for the acts or omissions of veterinarians or others who are not identified or recommended by Brittmoore Animal Hospital and expressly disclaims any such liability.

5.3 Brittmoore Animal Hospital shall not be responsible for loss or accidental thawing of semen which results from (i) storage failure; (ii) any act by non-employees of Brittmoore Animal Hospital



Brittmoore Animal Hospital
1236 Brittmoore Rd.
Houston, TX 77043
713-468-8253 Fax 713-468-8253
repro.bah@gmail.com

(or its affiliates) who may be retained to transport semen; (iii) any acts by employees or agents of Brittmoore Animal Hospital or its affiliates unless such acts constitute gross negligence; or (iv) from any other cause beyond the reasonable control of Brittmoore Animal Hospital, including, but not limited to acts of government, acts of nature, fire, explosion, typhoon, flood, earthquake, tide, lightning or war. If any of the foregoing events occur, Brittmoore Animal Hospital' sole liability will be the return of any prepaid fees. IN NO EVENT SHALL BRITTMOORE ANIMAL HOSPITAL BE LIABLE UNDER ANY LEGAL THEORY FOR ANY LOST PROFITS, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING THE VALUE OF ANY ANIMAL SEMEN, WHICH ARE HEREBY EXPRESSLY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER BRITTMOORE ANIMAL HOSPITAL HAS BEEN ADVISED OF EITHER THE POSSIBILITY OF SUCH DAMAGES OR OF THE VALUE OF THE SEMEN.

5.4 Brittmoore Animal Hospital shall not be responsible for collection(s) that fail to meet import requirements (if applicable). Current country specific requirements for import or export will be provided by the Owner for consideration prior to shipment.

5.5 If Brittmoore Animal Hospital is requested to use a third-party vapor shipper, Brittmoore Animal Hospital will not responsible for any liability to return any prepaid fees related to the shipment.

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 thirty days of the due date of the payment. If this Agreement is in default, Brittmoore Animal Hospital may (1), elect to terminate the Agreement with ten days' 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. After 180 days (six months) of non- payment, the frozen semen will be deemed abandoned by Owner(s) and subject to disposal at Brittmoore Animal Hospital' sole discretion. Should legal action be necessary to collect the account, Owner will be responsible for all attorney fees and costs. Prior to the disposal of any semen for non-payment, Brittmoore Animal Hospital will send a registered letter, return receipt requested, by U. S. Mail to the Owner's address as set out in this Agreement, to communicate with the Owner(s). **It is the owner(s) responsibility to inform Brittmoore Animal Hospital, in writing, of any changes to the owner's billing address.**

7. INDEMNIFICATION.

Owner shall indemnify and hold harmless Brittmoore Animal Hospital and its affiliates, veterinarians, employees, and agents from 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.



Brittmoore Animal Hospital
1236 Brittmoore Rd.
Houston, TX 77043
713-468-8253 Fax 713-468-8253
repro.bah@gmail.com

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 Brittmoore Animal Hospital 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 by Owner without the prior written consent of Brittmoore Animal Hospital shall be void. No assignment shall relieve the assignor from any obligation hereunder. Brittmoore Animal Hospital may, without the prior written consent of Owner, assign or sublicense this Agreement and any of its rights or obligations hereunder, in whole or in part, to any of its Affiliates or to any successor to substantially all its business or assets.

12. GOVERNING LAW.

This Agreement shall be governed by and construed under the laws of the State of New York. The parties agree that the proper and sole forum for any legal action is the courts of New York.

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.

14. SIGNING AUTHORITY.

Each signature below represents that (a) such party signing below is an authorized representative of the respective company; and (b) that the information provided herein is a complete and accurate representation of the company as of the date hereof. THE SIGNATORY ON BEHALF OF THE OWNER AGREES AND ACKNOWLEDGES THAT SUCH SIGNATORY IS FINANCIALLY RESPONSIBLE FOR THIS ACCOUNT AND AUTHORIZES BRITTMOORE ANIMAL HOSPITAL AND ANY OF ITS AFFILIATES TO CONTACT THE REFERENCES LISTED ABOVE.

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



Brittmoore Animal Hospital
1236 Brittmoore Rd.
Houston, TX 77043
713-468-8253 Fax 713-468-8253
repro.bah@gmail.com

Owner (Primary)

Signature: _____ **Date:** _____

EXHIBIT A

Name					
Address					
City		State		Zip Code	
Phone					
Email					

EXHIBIT B

For each Stud collected under this Agreement:

STUD 1

REGISTRATION CLUB/ASSOCIATION: _____

REGISTERED NAME: _____

REGISTRATION NUMBER: _____

TATTOO/MICROCHIP: _____

COLOR & MARKINGS: _____

BREED: _____

DNA PROFILE: _____



Brittmoore Animal Hospital
1236 Brittmoore Rd.
Houston, TX 77043
713-468-8253 Fax 713-468-8253
repro.bah@gmail.com

EXHIBIT C

Telephone Authorization

I authorize a Brittmoore Animal Hospital representative to discuss my canine semen storage account with me, and/or agents(s) chosen by me, over the telephone. I understand that Brittmoore Animal Hospital may record this conversation if Brittmoore Animal Hospital so chooses. For verification purposes, I and/or my agent(s) will be asked to give a password or number if one was set up. I am aware that the authorized agent(s) listed below will have full access to account information and frozen semen inventory.

Please initial each statement that you authorize:

- _____ I authorize verbal release of the semen for shipments.
- _____ Representative may have authorization to ship semen.
- _____ Representative may have authorization for verbal release of semen.
- _____ At time of shipment, I authorize the post thaw information, which was provided by the collecting facility, to be included with the semen when shipped to the inseminating facility.

This authorization will remain in effect until cancelled, in writing, by me.

*By providing your e-mail address, you are agreeing to receive e-mail communications from Brittmoore Animal Hospital. We promise never to sell your e-mail address to a third party.

Signed _____

Name (Please Print) _____

Address _____

Telephone (Home) _____

(Work) _____

Date _____

FOR SECURITY PURPOSES ONLY

Password or Number: _____

Mother's Maiden Name: _____



Brittmoore Animal Hospital
1236 Brittmoore Rd.
Houston, TX 77043
713-468-8253 Fax 713-468-8253
repro.bah@gmail.com

EXHIBIT D

TRANSFEEE WAIVER FORM

Reference is made to that certain agreement (the “Agreement”) between [] (the “Owner”) and Brittmoore Animal Hospital, whereby Brittmoore Animal Hospital has agreed to store semen collected from animals owned by the Owner. In accordance with the Agreement, Owner has requested that Brittmoore Animal Hospital transfer semen to the undersigned (the “Transferee”). As a condition to such transfer, Transferee hereby agrees and acknowledges that:

1. Brittmoore Animal Hospital makes no representation or warranty that a successful birth will result from any breeding. Brittmoore Animal Hospital recommends that trained veterinarians are used to conduct inseminations with frozen semen to maximize the chances of successful breeding. Brittmoore Animal Hospital is not responsible for accuracy of post- thaw data. Values listed were provided by the collecting veterinarian at the time of transfer to Brittmoore Animal Hospital. Brittmoore Animal Hospital shall not be responsible for breed registration, including meeting requirements and/or providing documentation in support of registration of offspring.

2. Brittmoore Animal Hospital shall not be responsible for the acts or omissions of veterinarians or others who are not identified or recommended by Brittmoore Animal Hospital and expressly disclaims any such liability.

3. Brittmoore Animal Hospital shall not be responsible for loss or accidental thawing of semen which results from

- (i) storage failure; (ii) any act by non-employees of Brittmoore Animal Hospital (or its affiliates) who may be retained to transport semen; (iii) any acts by employees or agents of or its affiliates unless such acts constitute gross negligence; or (iv) from any other cause beyond the reasonable control of Brittmoore Animal Hospital, including, but not limited to acts of government, acts of nature, fire, explosion, typhoon, flood, earthquake, tide, lightning or war. If any of the foregoing events occur, Brittmoore Animal Hospital’ sole liability will be the return of any prepaid fees. **IN NO EVENT SHALL BRITTMOORE ANIMAL HOSPITAL BE LIABLE UNDER ANY LEGAL THEORY FOR ANY LOST PROFITS, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING THE VALUE OF ANY ANIMAL SEMEN, WHICH ARE HEREBY EXPRESSLY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER ZOETIS HAS BEEN ADVISED OF EITHER THE POSSIBILITY OF SUCH DAMAGES OR OF THE VALUE OF THE SEMEN.**

4. Brittmoore Animal Hospital shall not be responsible for collection(s) that fail to meet import requirements (if applicable). Current country specific requirements for import or export will be provided by the Owner or the Transferee for consideration prior to shipment.

5. If Brittmoore Animal Hospital is requested to use a third-party vapor shipper, Brittmoore Animal Hospital will not be responsible for any liability to return any prepaid fees.



Brittmoore Animal Hospital
1236 Brittmoore Rd.
Houston, TX 77043
713-468-8253 Fax 713-468-8253
repro.bah@gmail.com

6. Owner and Transferee must negotiate directly with respect to any breeding fee to be collected, and Brittmoore Animal Hospital will not be responsible for collecting any breeding fees.

Sign:	
Print:	
Date:	

Term.

The Term of this Agreement shall commence on the Effective Date and shall continue a yearly basis until terminated in accordance with the terms herein.