

This is an agreement between Monroe Animal Health Center (MAHC) and:

Full Name: \_\_\_\_\_

Client Number: \_\_\_\_\_

Address: \_\_\_\_\_

Day Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

who is referred to as "OWNER" and is the owner of the Stud Dog(s) semen.

1. The OWNER wishes to have semen collected and frozen from the Dog(s) listed in the attached appendix. The purpose of this Agreement is to set forth the terms and conditions applicable to this and other services performed by MAHC.
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. Undertakings by OWNER

OWNER hereby agrees that:

  - a) OWNER will comply with the record keeping requirements of the American Kennel Club or any other registration body with which Dog(s) is registered.
  - b) All communication and correspondence regarding semen stored at MAHC can be made only by the OWNER of said frozen semen.
  - c) When OWNER contracts for a breeding using semen held by MAHC, OWNER will give as much advance notice as possible to MAHC in order to arrange shipping in the most economical fashion. MAHC requires at least two business days advance notice for a domestic breeding and two weeks for

international shipments.

- d) All forms related to semen shipment requests must be filled out completely by the OWNER of the Semen. MAHC *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 MAHC.
  - e) OWNER will negotiate directly with the bitch owner and collect any breeding fee.
  - f) Frozen semen evaluation and storage charges will be paid promptly by the OWNER.
  - g) All fees for long-term semen storage will be billed from the date of arrival at MAHC long-term storage facility. Fees are calculated for each dog and are as follows:  
\$80.00 per dog, per year up to 30 straws. Fees are payable in advance for the upcoming year. ***Fees are subject to change at any time.***
  - h) Semen storage and/or frozen semen evaluation fees will be billed by invoice, which are due upon receipt. It will be the responsibility of the semen OWNER to notify MAHC 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.
4. Extent of Obligation & Limitation of Liability
- a) MAHC makes no representation or warranty that a successful whelping will result from any breeding. MAHC strongly suggests that the OWNER use trained veterinarians to conduct inseminations with frozen semen to maximize the chances of a successful breeding.
  - b) MAHC shall exercise reasonable care in storing semen and in training veterinarians to conduct inseminations. Aside from the obligation to exercise

reasonable care, MAHC shall not be responsible for acts of commission or omission by veterinarians who are not employees of MAHC and MAHC expressly disclaims any such liability.

- c) MAHC shall not be responsible for loss or accidental thawing of semen which results from storage tank failure, from any act by non-employees of MAHC who may be retained to transport semen, or from any acts by employees or agents of MAHC unless such acts constitute gross negligence, or from any other cause beyond the reasonable control of MAHC. If such event occurs, MAHC's sole liability will be to return any prepaid fees.

5. General

- a) This Agreement shall be governed by the laws of the State of Louisiana.
- 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.

MAHC EMPLOYEE

OWNER

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

STUD

Registration Body: \_\_\_\_\_

Registered Name: \_\_\_\_\_

Registration Number: \_\_\_\_\_

Color and Markings: \_\_\_\_\_

Breed: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

MAHC Number: \_\_\_\_\_