



Authorization and Agreement for Semen Intake and Release for Artificial Insemination (AI)

To be used to authorize the intake, temporary storage and use of frozen semen for artificial inseminations at ICSB in Oregon.

This form must be completed by the semen owner, bitch owner, and cardholder and submitted to ICSB ahead of the semen being shipped in.

Date: _____

Printed Name(s) of Semen Owner(s): _____

Mailing Address: _____

Phone: _____ Email: _____

Full Registered Name of Stud: _____

Breed: _____ Registry & Reg. Number: _____

DNA Number: _____ Age/DOB: _____ Proven/Produced Litters? Yes No

Color: _____ Is this dog part of a commercial breeding program: Yes No

Reason for service: Professional/Commercial Breeder Personal/Family

Printed Name(s) of Bitch Owner(s): _____

Mailing Address: _____

Phone: _____ Email: _____

Full Registered Name of Bitch to be Bred: _____

Breed: _____ Registry & Reg. Number: _____

Is this dog part of a commercial breeding program: Yes No

Reason for service: Professional/Commercial Breeder Personal/Family

Terms & Conditions

This is a legal contract (this "Agreement") between the Semen Owner(s)/Bitch Owner(s) (Collectively "You") and ICSB for services only and is not for the sale of any products or goods. ICSB agrees to receive and store frozen canine semen of the above stud dog that was previously stored at a non-ICSB Oregon facility to use it to perform an AI on the bitch listed above in the near future with ICSB, and You authorize ICSB to do these at your own risk. You understand and agree that ICSB is not responsible for the condition of the semen and ICSB may not and shall not be held liable or responsible for any outcomes related to use of the frozen semen from the above dog. The storage fee will be charged on a short-term monthly rate until the AI with ICSB. If the AI is canceled and You want to continue storing the frozen semen with ICSB, the frozen semen will be moved into long term storage from the date the notice is received, and the storage fee will be switched to a long-term rate at that time. Payment is due at the time of service. There are additional fees charged by ICSB when the stored frozen semen is used for the AI. All prices are subject to change without notice.

As the semen owner(s), you understand and agree that while ICSB has possession of your canine semen while it is stored, you retain full ownership, control, and dominion over the semen, and at any time with reasonable notice, and per ICSB procedures and instructions for release, you may have your semen made available for pickup or shipped at your direction. You understand and agree that your accounts must be paid in full in order for semen to be released and ICSB may place a lien on any semen if outstanding account balances are not paid. You understand and agree that you do not have a bailment relationship with ICSB, and there is no bailment, express or implied, with ICSB. You understand and agree that you have the option to use ICSB's shipping tank or your own shipping tank for pickup or shipment. You agree that once you or a designated agent take possession of your semen, or once your semen is shipped at your direction with either ICSB's shipping tank or your own shipping tank, you accept and assume full responsibility for the safety, security, and preservation of the semen. You agree that when you have frozen semen removed from ICSB, such as for shipment for use and insemination by non-ICSB individuals or entities, ICSB may not and shall not be held liable or responsible for any damage to semen and you agree that you will read all forms and instructions provided by ICSB.

In the event of any loss or damage of semen due to circumstances outside of the control of ICSB, including but not limited to fire, earthquakes, flooding, weather events, power outages, theft, vandalism, incorrect semen being inseminated by non-ICSB individuals or entities, storage/shipping tank failure or damage, shipping accident/damage, You agree not to hold ICSB liable for the loss or replacement value of the frozen semen or costs involved in freezing and storing the semen.

As the semen owner(s), you understand, agree, and represent that if semen has more than one owner, each owner has the right, individually, to authorize shipment and use of the semen. As the semen owner(s), you and all other owners of the semen agree to indemnify and hold harmless ICSB and its owners, employees, and agents from any liability related to disputes between owners of semen.

Storage and other fees can be paid by another person; however, **You are ultimately responsible for all costs. Any chargebacks by the payment method provided shall be reimbursed to ICSB by You. You are responsible for informing the payer of the fees involved in preparing frozen semen from their account.** Late payments are subject to 1% per month (12% APR) interest and a \$5.00 late fee per month. After 90 days of non-payment, the account will be placed in inactive status. A charge for reactivation must then be made. **You agree and understand that after 90 days of inactive status, your semen is considered abandoned and becomes the property of ICSB, and ICSB may dispose of or use the semen as ICSB sees fit. This may include, but is not limited to scientific study, research, and development, sale, artificial insemination, transfer of ownership, or disposal of the semen by ICSB.** Account balances may be submitted to a collection agency for collection. It is your responsibility to ensure your account remains current with ICSB. You agree to immediately notify ICSB of any change in contact information or change in ownership of semen.

You understand and agree that canine semen is a living organism that, even when frozen, deteriorates over time. Sperm cells will eventually cease living, but no one knows or can predict when this will occur, and it can vary from dog to dog. You understand and agree that ICSB makes no promises, guarantees, warranties, or representations, express or implied, that canine semen stored at ICSB will stay the same over time, that canine semen will be viable, that canine semen will be of any particular quality or motility, or that the use of any canine semen will result in conception. You agree that ICSB does not and cannot guarantee conception from canine semen, frozen or otherwise, and you agree that ICSB may not and shall not be held liable for outcomes from the use of semen. ICSB provides services only and does not promise, guarantee, warranty, or represent that any outcome will or can occur from the use of semen. ICSB does not and cannot promise, guarantee, warranty, or represent that frozen sperm cells will be viable at the time of thawing for insemination and ICSB is not responsible for differences in thaw rate and quality of the semen as determined by inseminator. You understand and agree that ICSB is not responsible for services rendered by non-ICSB individuals or entities.

ICSB's liability, as well as that of any of its owners, employees, or agents, may not and shall not exceed the total compensation received by ICSB. This limitation of liability applies to any and all claims, losses, expenses, injuries, or damages arising out of or in any way related to the performance of this agreement by reason of any act or omission, including breach of contract, negligence, errors, omissions, strict liability, breach of warranty, or any reason whatsoever, not amounting to a willful, wanton, or intentional wrong. This limitation of liability includes, but is not limited to claims for lost profits, loss of use, costs of replacement, special damages, and/or indirect or consequential damages whatsoever, regardless of whether or not it was caused in whole or in part by ICSB or its owners, employees, or agents.

In the event that any dispute arises between you and ICSB, you agree that the dispute shall be governed by laws of the State of Oregon, USA, without regard to any conflict of laws principles, and you agree that any and all disputes and actions shall be commenced only in the Circuit Court of the State of Oregon for Multnomah County, Oregon. You agree to submit to the exclusive jurisdiction and venue of the Circuit Court of the State of Oregon for Multnomah County, Oregon. You agree that the statute of limitations for any claim related to or arising out of this agreement is one year, and any claim commenced after one year, without exception, is time-barred. This applies to any claims brought by you and ICSB. You agree that for this statute of limitations, there is no discovery rule, and this one-year statute of limitations supersedes any statute of limitation or statute of ultimate repose that otherwise may have applied.

By your signature below, you certify that the information you provide in this document is true and correct. You authorize ICSB to perform services for you at your own risk. You agree to all the terms and conditions in this agreement preceding your signature below. You agree for ICSB to charge the fee for services to your provided payment method. Payment is due at time of service. For services involving shipment or transportation, payment will be required prior to shipment by ICSB. You understand that other charges may be applied at a later date, if additional services are necessary and ICSB may or may not notify you of these additional charges prior to charging you. You further state that ICSB has offered to provide an estimate of these charges to you, and you agree to any fees ICSB charges without informing you. If you initiate a chargeback, or a check is bounced, you understand you will be charged additional fees. If ICSB has to prove in any way that you authorized the use of your provided payment method, you will incur additional fees from ICSB any time they are required to prepare a response to your chargeback. You also agree that any person you allow to access your frozen semen at ICSB, or any person that pays fees billed to your account at ICSB will be guaranteed by you. Any person you ask ICSB to bill on your behalf will be informed by you of fees or charges made by ICSB. If the person reverses any charge at ICSB, you will be held liable for reimbursement to ICSB immediately. It is your responsibility to ensure ICSB is paid for all services performed by or charged through ICSB to your account at ICSB.

SIGNATURE of Semen Owner: _____ **Date:** _____

SIGNATURE of Bitch Owner: _____ **Date:** _____

FOR OFFICE USE ONLY: Intake Fee: _____ Date of Intake: _____ Monthly Storage: __ JAN __ FEB __ MAR __ APR __ MAY __ JUN __ JUL __ AUG __ SEPT __ OCT __ NOV __ DEC
