INTERNATIONAL ANIMAL SEMEN BANK, INC. dba INTERNATIONAL CANINE SEMEN BANK and ICSB
430 W Arlington St., Gladstone, OR 97027 | P.O Box 123, Gladstone, OR 97027
Phone: (503) 663-7031 | Fax: (503) 676-8025 Email: contact@icsb.com | Website:www.ICSB.com

Transfer of Ownership Acceptance and Agreement Form

To be filled out by the recipient of a transfer of ownership of frozen canine semen stored at ICSB.

Date: _____

Full Registered Name of Dog:_____

Call Name: _____Breed: _____

Registry: _____ Registration Number: _____ DNA Number:_____

Age/DOB: _____ Proven/Produced Litters?: Yes ☐ No ☐

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

Reason for service(s): Professional/Commercial Breeder ☐ Personal/Family ☐

Printed Names of ALL Owner(s):_____

_____

Note: Only recipients as listed on the signed Transfer of Ownership form can be owners of the semen. **ICSB is required to have a copy of the dog's registration certificate on file. If the registration certificate is not provided at time of collection, the owner is responsible for providing it to ICSB.**

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Alt. Phone Number: _____

E-mail Address: _____

Terms and Conditions

This is a legal contract (this "Agreement") between you and ICSB for services only and is not for the sale of any products or goods. You accept ownership of the frozen semen of the above dog based on the Transfer of Ownership Form signed by the previous owner(s) submitted to ICSB and you authorize ICSB to store this frozen semen at your own risk. The semen will be available to the semen owner(s) for use/shipping following standard procedures, instructions to be supplied to the semen owner after semen ownership has been transferred and accepted. Payment is due at the time of service unless a monthly payment plan is approved. There are additional fees charged by ICSB when the stored semen is shipped for breeding or transfer. These fees are usually termed shipping preparation, shipping tank rental, and actual shipping charges to ship the semen to its destination and for the return of our empty tank. All prices are subject to change without notice.

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 you 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, 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.

You understand and agree that it is your sole responsibility to obtain insurance for your shipment of the semen and that any insurance that ICSB obtains related to a shipment is solely for the purpose of insuring the ICSB shipping container and not your canine semen. 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, 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.

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. 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.

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.

By using ICSB's services, you agree that 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 under this Agreement. This is an express limited waiver and release of liability. 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.

This Agreement replaces any and all previous authorization and agreement forms for the named stud dog and customer in this Agreement. This Agreement binds and benefits you, your heirs, and your successors, as well as ICSB and its successors. This Agreement may not be assigned. This Agreement constitutes the final and exclusive agreement between you and ICSB regarding the matters contained in this Agreement, and all earlier and contemporaneous negotiations and agreements between you and ICSB regarding the matters contained in this Agreement are expressly merged into and superseded by this Agreement If any provision of this Agreement is unenforceable as a matter of law, the remaining provisions of this Agreement remain in full force and effect. No provision of this Agreement may be waived except by a written agreement executed by you and ICSB. No waiver of any provision of this Agreement constitutes a waiver of any other provision. Failure to enforce any provision of this Agreement does not constitute a waiver of the provision or any other provisions. The Parties may amend, modify, or otherwise change the terms of this Agreement only through a written agreement executed by you and ICSB.

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 New Owner: _____ **Date:** _____

SIGNATURE of Cardholder: _____ **Date:** _____

Printed Name of Cardholder: _____