



## **Cryopreservation Storage Agreement**

This agreement provides one or more services regarding the storage of frozen semen from stallion(s) or vitrified embryos from mare(s) owned by the Owner/ Agent listed below. This "Agreement" is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by and between Vita Nova Reproduction Center LLC, located at **11162 Osburn Rd, Pilot Point, Texas 76258** ("VNRC" or "Vita Nova") and

\_\_\_\_\_(Owner/ Agent) hereafter referred to as "The Client" located at:  
\_\_\_\_\_(Owner/ Agent Address).

*Storage is billed on a quarterly basis and will be charged to the Client's credit card on file in January, April, July, and October at the rates listed on the current year's Fee Schedule which can be found at [vitanovarepro.com](http://vitanovarepro.com). Rates are subject to change without warning.*

### **1. Services.**

#### **a. Semen Storage.**

a. Semen. VNRC shall store semen for The Client's personal use for ONE QUARTER described for the purpose of use as requested or approved by The Client. If semen is not used for the purpose of ICSI and/ or IVF within a billing quarter, storage will be charged at the current rate for that quarter.

#### **b. Embryo Storage.**

a. Embryos. VNRC shall vitrify and store, as directed by The Client, any In-Vitro produced Blastocysts resulting from ICSI, IVF, or, any In-Vivo recovered embryo shipped to VNRC for cryopreservation and storage.

### **2. Payment.**

A current fee schedule for the various services outlined in this Agreement can be found on our website ([www.vitanovarepro.com](http://www.vitanovarepro.com)). Vita Nova shall send the Client an invoice quarterly at the rate currently listed in the current Fee Schedule. The amount invoiced is due upon receipt of the invoice via credit card. A valid Credit Card is required to be on file while the Client has semen and/or embryos in storage with VNRC.

*In the event the Client has not paid any outstanding balances within 90-days of invoicing, VNRC may at any time following the 90-day period permanently destroy any semen/embryos currently in storage. The Client agrees to pay VNRC's associated attorney's fees and costs to enforce this Agreement including for example collecting any outstanding balance.*

### **3. Term.**

This Agreement shall begin on the date listed above and terminate upon thirty (30) days written notice provided by either Party to the other Party.

### **4. Termination Process.**

Upon the termination of this Agreement, The Client shall arrange to pick up any semen or embryos currently stored at VNRC or direct VNRC where to send the frozen semen or embryos at the Client's expense. The Client's failure to pick up their frozen semen or embryos within thirty (30) days of receipt of termination notice shall result in the destruction of any semen or embryos currently stored at VNRC.



#### **5. Terms of Storage.**

As a condition of VNRC's performance under this agreement The Client agrees that:

- a. The Client may provide the tank used to store their semen or embryos while at VNRC or may request VNRC to provide storage in VNRC's tank at the Client's expense. VNRC will make reasonable efforts to maintain frozen semen/embryos under proper storage conditions, however the Client agrees VNRC shall be responsible solely for the periodic charging of the tank but not for any other function or malfunction of or relating to the tank. The Client accepts all risk and responsibility for any/all losses or damage during VNRC's storage.
- b. The Client shall be responsible for any insurance coverage they deem appropriate for genetic material sent to or produced by VNRC prior to shipment or during storage.
- c. VNRC will not be responsible for loss or damage during storage or shipment.
- d. The Client shall look solely to the insurance or self-insurance for loss, destruction or degradation of the semen or embryos due to any cause whatsoever and hereby covenants not to sue Vita Nova, and shall hold Vita Nova harmless from any such loss, destruction or degradation.
- e. In the case of semen or embryos transferred to VNRC from other facilities, The Client shall deliver satisfactory proof of ownership. VNRC shall not be responsible for the quality or potency of semen or embryos transferred from other facilities, nor for any damage or degradation caused by or resulting from the transfer. The Client agrees VNRC is not responsible for any service or conduct of third parties including, for example, embryo warming, transportation, identification or labeling, or for any loss or damage caused in whole or in part by any third party.
- f. The Client acknowledges there is inherent risk with respect to long-term storage and shall bear sole responsibility to insure or to self-insure against damage or loss to any semen or embryos not solely caused by the willful negligence or willful misconduct of VNRC.

#### **6. No Warranty of Quality and/or Potency of Semen.**

Vita Nova makes no representation and/or warranty as to the quality or potency of any semen while stored at VNRC, or that the future conventional insemination of a mare or in-vitro fertilization procedure using the semen will result in a live birth.

#### **7. No Warranty of Quality and/or Viability of Embryos.**

Vita Nova makes no representation and/or warranty as to the quality or viability of the embryos vitrified and/or stored at Vita Nova, or that the future implantation of the embryo in the donor mare or a recipient mare will result in a live birth.

#### **8. Vita Nova's Reasonable Care.**

Vita Nova shall perform all services regarding the semen or embryos in a responsible manner, including reasonable care in the production, vitrification, handling for ICSI, IVF, and/or storage of the semen or embryos.



**9. Contact Information.**

For the purposes of any contact or communication between Vita Nova and The Client pursuant to this Agreement, their respective contact information is as follows:

**Vita Nova Reproduction Center**

11162 Osburn Rd.  
Pilot Point, TX 76258  
Primary Telephone: 469-815-2898  
Primary Email: office@vitanovarepro.com

**The Client**

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**10. Governing Law and Venue.**

Parties expressly agree that the laws of the State of Texas shall govern the validity, construction, interpretation and effect of this Agreement. Venue for any dispute regarding this Agreement shall be in Denton County.

**11. Attorney's Fees and Other Legals Costs.**

If any legal proceeding 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 legal costs incurred in that action or proceeding, in addition to any other relief to which that prevailing Party may be entitled.

This Agreement constitutes the entire agreement of the parties and supersedes any previous contracts, understandings, or verbal communications between the parties, whether oral, electronic or written. There are no other terms, promises, representations, statements agreed to or relied upon by any party other than those contained in this Agreement. The terms of the parties' agreement cannot be changed except by written agreement signed by all parties. All notices to either party shall be given, (a) if to Vita Nova Reproduction Center, 11162 Osburn Road, Pilot Point, TX 76258, (b) to Client, at the address shown at Client's signature.

This Agreement shall be binding upon the Parties and their respective heirs, personal representatives, successors and assigns, but shall not be transferred without the written agreement of all parties.

IN WITNESS HEREOF, the Parties hereto have executed this Agreement on the date first written above.

**Vita Nova Reproduction Center**

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

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

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

**The Client**

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

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

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