



10121 FM 2931 Pilot Point, Texas 76258 (945)248-0060 krader@vitanovarepro.com

Cryopreservation Storage AGREEMENT

THIS AGREEMENT to provide one or more services regarding the storage of frozen semen from a client owned stallion or vitrified embryos from a mare (the “Horse”) identified below (this “Agreement”) is made and entered into on this _____ day of _____ 20____ by and between Vita Nova Reproduction Center, located at 10121 FM 2931, Pilot Point, Texas 76258 (“VNRC” or “Vita Nova”) and

_____ (“Owner”) located at:

_____ (“Owner Address”).

The Horse is more particularly described as follows:

Name: _____

Registration Number: _____

Gender: _____

Year Foaled: _____

(Hereinafter referred to as the “Horse”).

Storage Type Desired: ____ **Monthly** (begins on date given above)

____ **Bi-Annually** (long-term storage billed on June 30th & December 31st of each calendar year)

1. Services.

a. Semen Storage.

- a. Semen. VNRC shall store semen from The Horse as described above for one calendar year as listed in this agreement for the purpose of use for Intracytoplasmic Sperm Injection as requested or approved by the Owner.

b. Embryo Storage.

- a. Embryos. VNRC shall vitrify and store as directed by Owner, any In-Vitro produced Blastocysts resulting from Intracytoplasmic Sperm Injection, 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). Vita Nova shall send the Owner an invoice bi-annually or monthly per owner designation of storage type at the rate currently listed in the Fee Schedule for that year. Bi-Annual storage billing for semen and/or embryo storage will occur on June 30 and December 31. 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 Owner has semen/embryos in storage with VNRC.

In the event Client has not paid any outstanding balances within 90-days of invoicing, VNRC may at any time following the 90-day period permanently destroy the semen/embryos. 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 _____ 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 Owner shall pick up the Horse's semen or embryos currently stored at VNRC or direct VNRC where to send the Horse's frozen semen or embryos at Owner's expense. Owner's failure to pick up the Horse's frozen semen or embryos within thirty (30) days of receipt of termination notice shall result in the destruction of the Horse's frozen semen or embryos currently stored at VNRC.

5. **Terms of Storage.**

As a condition of VNRC's performance under this Agreement Owner agrees that:

- a. Owner may provide the tank used to store the Horse's frozen semen or embryos while at VNRC or may request VNRC to provide storage in VNRC's tank at Owner's expense. VNRC will make reasonable efforts to maintain frozen semen/embryos under proper storage conditions, however the Owner 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 Owner accepts all risk and responsibility for any/all losses or damage during VNRC's storage.
- b. The Owner 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. Owner 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 Owner 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 Owner 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 Owner 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.**

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

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

Vita Nova shall perform all services regarding the Horse's semen or embryos in a responsible manner, including reasonable care in the production, vitrification, handling for Intracytoplasmic Sperm Injection and/or storage of the Horse's semen or embryos.

9. **Contact Information.**

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

Vita Nova Reproduction Center:	Owner:
10121 FM 2931	_____
Pilot Point, TX 76258	_____
Primary Telephone: 945-248-0060	_____
Primary Email: krader@vitanovarepro.com	_____
Website Inquiry: www.vitanovarepro.com	Telephone: _____
	Email: _____

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, 10121 FM 2931, Pilot Point, TX 76258, (b) if 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:

Owner:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

DATE: _____