

TERMS AND CONDITIONS

This agreement is entered into this _____ day of _____, 2024, by and between the Board of Governors of the Colorado State University System, acting by and through Colorado State University, for the use and benefit of the College of Veterinary Medicine and Biomedical Sciences, Equine Reproduction Laboratory (hereafter referred to as CSU/ERL), and the Frozen Semen Owner identified on page 1 above. CSU/ERL agrees to provide services selected on page 1 above.

1. The person signing this Contract represents and warrants that he/she/it is the true and lawful owner of the frozen semen/embryo, or if not the owner, then has actual authority to act as owner's agent for purposes of entering into this Contract, and to make any and all decisions. The signatory shall be fully responsible for all charges incurred under this Contract and shall indemnify, defend and hold harmless CSU/ERL from any and all claims, of every kind and nature, arising as a result of or in connection with this Contract (including any claim that such person lacked the right or authority to execute this Contract on behalf of the true owner). All references in this Contract to the semen/embryo owner shall be deemed binding upon the person signing this Contract and the owner of the Semen (hereinafter, individually and collectively referred to as the Semen Owner).
2. **REFREEZING FROZEN SEMEN FOR ICSI USE:**
 - a. CSU/ERL will follow standard laboratory procedures for refreezing frozen semen into ICSI doses. CSU/ERL does not guarantee the number of sperm frozen, quality or fertility of refrozen semen for ICSI use.
3. **FOR FROZEN SEMEN /EMBRYO STORAGE:**
 - a. CSU/ERL agrees to store frozen semen/embryo from said Stallion/Mare for use in reproductive procedures and long-term storage.
 - b. Beginning on the date semen/embryo arrives and is frozen and/or processed and entered into the computer management program, storage fees will be applied from that date forward. **Billing will occur monthly for frozen semen/embryo storage.** When invoices for frozen semen/embryo are not paid to CSU/ERL through six billing cycles, a certified letter will be sent to Frozen Semen/Embryo Owner requesting that frozen storage billing is brought current. Frozen Semen/embryo will be destroyed 30 days from date of certified letter, whether or not received/accepted by Frozen Semen/Embryo Owner, if account is not paid in full. CSU/ERL will attempt to maintain storage costs at current prices. Any frozen semen/embryo storage account that is delinquent two or more times in a year will be subject to termination of the Contract at the discretion of CSU/ERL. CSU/ERL reserves the right to adjust prices accordingly as material costs increase or storage procedure changes. Owner will be notified of price increases in writing.
 - c. Semen/Embryo Owner agrees to pay all charges associated with shipment to/from CSU/ERL. The Semen/Embryo Owner also agrees to pay any express mail courier/airline shipping charges, courier service charges, and return freight charges. Insurance during shipping must be organized in advance through the shipping entity. **CSU/ERL does not provide insurance.**
 - d. CSU/ERL shall make every effort to maintain the frozen semen/embryo in proper storage conditions pursuant to this agreement, with proper care, handling and protection according to reasonable standards and practices of the equine industry.
 - e. The Semen/Embryo Owner agrees to assume all responsibility for the frozen semen/embryo and shall bear all risk of loss or damage to the frozen semen/embryo, whether by loss, infection, theft or otherwise and by any cause whatsoever, and agrees to hold CSU/ERL (or any person employed by or associated with CSU/ERL) harmless on any and all damages associated therewith.
4. CSU/ERL strongly encourages all stallions to be tested for EVA (equine viral arteritis) and be vaccinated against the virus annually. Stallion owner is responsible for any and all charges related to testing and vaccination.
5. The Semen/Embryo Owner agrees to pay **all charges in full** before removing the frozen semen/embryo. At least one-week advance notice must be given prior to shipment of the frozen semen/embryo to allow preparation of required paperwork. The Semen/Embryo Owner is required to make transportation arrangements between the hours of 7:30am and 4:30pm Monday through Friday.
6. Every attempt will be taken to deliver frozen semen/embryo to Semen/Mare Owner in good condition, however once the shipment leaves CSU/ERL, CSU/ERL cannot be held responsible for delayed arrival or condition of frozen semen/embryo upon arrival to Semen/Mare Owner.
7. **Frozen semen/embryo will not be released if insufficient notice is given or the bill is not paid prior to departure.**
8. All invoice balances are payable at dismissal or within 30 days of monthly or final invoice. AFTER 30 DAYS FROM

BILLING DATE, A \$25.00 HANDLING FEE AND INTEREST OF 1.5% PER MONTH ON THE OUTSTANDING BALANCE WILL BE ASSESSED. Colorado State University reserves the right to refuse or suspend service when any of the Semen Owner's accounts with CSU is past due. The Semen/Embryo Owner agrees to pay all costs and reasonable attorney fees incurred by CSU/ERL in attempting to collect any outstanding balance. The Semen/Embryo Owner acknowledges lien rights of CSU pursuant to C.R.S. 38-20-203 and hereby irrevocably grants a lien as described therein to CSU/ERL for purposes of securing payment on Semen/Embryo Owner's account(s).

9. **CSU/ERL does not provide insurance on/for frozen semen/embryo storage.** Semen/Embryo Owner is responsible for any insurance desired on the frozen semen/embryo.
10. This contract is non-transferable. If the frozen semen/embryo is sold, all unpaid fees become immediately due and payable and no refunds will be made.
11. CSU/ERL reserves the right to discontinue service at its discretion and to terminate this Contract upon 10 days' advance written notice to Semen/Embryo Owner.
12. Each party agrees to comply with all applicable federal, state and local laws, codes, regulations, rules, and orders. This Contract shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the District Court in and for County of Larimer, Colorado. If it is determined that a brand inspection ticket is required in order to authorize any transfer or transport of animals under this Contract, Semen/Embryo Owner hereby authorizes and appoints CSU/ERL to execute any required documents on Owner's behalf.
13. Semen/Embryo Owner will be considered in default of its obligations under this Contract if Semen/Embryo Owner fails to remit any payment within 30 days after invoice or otherwise fails to observe, to comply with, or to perform any term, condition, or covenant contained in this Contract and such failure continues for 10 days after CSU gives Semen/Embryo Owner written notice thereof. In the event of default by Semen/Embryo Owner, CSU/ERL may terminate this Contract as of the date specified in the notice, without prejudice to any other right or relief provided by law. Jurisdiction and venue for any action to enforce this Contract, or for damages or any other relief arising from or in connection with it, shall originate exclusively in the District Court in and for the County of Larimer, State of Colorado.
14. This Contract constitutes the entire understanding between the parties and supersedes any previous contract or understandings, whether oral or written, concerning the subject matter of this Contract. No services other than those expressly stated in this Contract will be provided by CSU without an express, written and signed amendment to this Contract.

By signing below, I acknowledge and agree to comply with the terms and conditions stated above.

IN WITNESS WHEREOF the Parties have executed this Contract as of the day and year set forth first above.

Signature of Semen/Embryo Owner/Agent Date

Board of Governors of the Colorado State University System, acting by and through Colorado State University

Print Name

By: _____ Date _____
Manager of Business Operations, ERL

Address of Semen/Embryo Owner/Agent

Equine Reproduction Laboratory
Colorado State University
1693 Campus Delivery
Fort Collins, CO 80523-1693
Ph: (970) 491-8626 Fax: (970) 491-7005
erl@colostate.edu

City, State Zip Code

Phone number of Semen/Embryo Owner

E-mail address of Semen/Embryo Owner/Agent

FROZEN SEMEN / EMBRYO STORAGE FEE SCHEDULE

Storage (per stallion in storage)	
Bulk Semen Storage	\$25 per month up to 400 straws
	\$40 per month for 401 – 800 straws
	\$55 per month for 801 – 1,999 straws
	\$70 per month for ≥ 2000 straws
ICSI Only Storage	\$50 per year up to 8 straws only with intended use of ICSI. Bill at arrival and then yearly.
Frozen Embryo Storage	\$25 per month up to 4 embryos
Frozen Semen Handling Fee	\$50 (semen arrival)
Services	
Freeze cooled, shipped semen	\$625
Refreeze Semen from cut piece of straw post ICSI	\$350
Refreeze Semen for ICSI doses (0.5mL straw from 8 straw dose)	\$525 (Generate up to 100 ICSI dose straws)
Refreeze Semen for ICSI doses (0.5mL straw from 4 straw dose)	\$700 (Generate up to 200 ICSI dose straws)
Refreeze Semen for ICSI doses (5.0mL straw)	\$1,300 (Generate up to 900 ICSI dose straws)
Dry Shipper Rental (per shipment)	\$100
Frozen Semen Handling Fee (per shipment)	\$50
Shipping – can vary by service requested	\$275