

CSU/VTH Frozen Semen Storage Contract

Today's Date:	** Please include a copy of the dog's registration papers when returning this document.
----------------------	---

DOG INFORMATION AND IDENTIFICATION

Registered Name:		Registration Number:	Breed:
Preferred Name: (Name dog responds to)			Color:
Is Semen Insured? <input type="checkbox"/> Yes <input type="checkbox"/> No	Insurance Agency and Contact Number:	Type of Insurance:	Birthdate/Age:
			Microchip Number:

SEMEN OWNER INFORMATION

Owner Name:	E-mail Address:		
Street Address:	City:	State:	Zip Code:
	Primary Phone #:	Business Phone #:	
In case of emergency, please provide us with a secondary contact name and number of someone that can authorize veterinary medical or surgical treatment.		Emergency Contact:	
		Contact's Number:	
Billing Options: <input type="checkbox"/> Traditional Mail <input type="checkbox"/> E-mail		StringSoft Patient Id:	

Responsible Financial Person (If Different from Above)

Owner Name:	E-mail Address:		
Street Address:	City:	State:	Zip Code:
	Primary Phone #:	Business Phone #:	
Billing Options: <input type="checkbox"/> Traditional Mail <input type="checkbox"/> E-mail		StringSoft Number:	

Office Use Only

CSU Reference Number:

TERMS AND CONDITIONS

This agreement is entered into this _____ day of _____, 20___, 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, Veterinary Teaching Hospital (hereafter referred to as CSU/VTH), and the Frozen Semen Owner identified on page 1 above.

1. The person signing this Contract represents and warrants that he/she/they is the true and lawful owner of the frozen semen, 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 the Contract and shall indemnify, defend, and hold harmless CSU/VTH 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 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. **FOR FROZEN SEMEN STORAGE:**
 - a. CSU/VTH agrees to store frozen semen from said dog for use in reproductive procedures and long-term storage.
 - b. Beginning on the date semen arrives and is frozen and/or processed and entered into the computer management program, storage fees will be applied from the date forward. **Billing will occur annually for frozen semen storage.** When invoices for frozen semen are not paid to CSU/VTH, a certified letter will be sent to Frozen Semen Owner requesting that frozen semen storage billing is brought current. Frozen Semen will be destroyed 30 days from date of certified letter, whether or not received/accepted by Frozen Semen Owner, if account is not paid in full. CSU/VTH will attempt to maintain storage costs at current prices. Any frozen semen storage account that is delinquent two or more times will be subject to termination of the Contact at the discretion of CSU/VTH. CSU/VTH 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 Owner agrees to pay all charges associated with shipment of semen to/from CSU/VTH. The Semen 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/VTH does not provide insurance.**
 - d. CSU/VTH shall make every effort to maintain the frozen semen in proper storage conditions pursuant to this agreement, with proper care, handling, and protection according to reasonable standards and practices of the canine industry.

- e. The Semen Owner agrees to assume all responsibility for the frozen semen and shall bear all risk of loss or damage to the frozen semen, whether by loss. Infection, theft or otherwise and by any cause whatsoever, and agrees to hold CSU/VTH (or any person employed by or associated with CSU/VTH) harmless on any and all damages associated therewith.
3. CSU/VTH strongly encourages all dogs to be tested for *Brucella Canis*.
4. The Semen Owner agrees to pay **all charges in full** before removing the frozen semen. At least one-week advance notice must be given prior to shipment of the frozen semen to allow preparation of required paperwork. The Semen Owner is required to make transportation arrangements for frozen semen between the hours of 8:00am and 4:30pm, Monday through Friday.
5. Every attempt will be taken to deliver frozen semen in good condition, however, once the shipment leaves CSU/VTH, CSU/VTH cannot be held responsible for delayed arrival or condition of frozen semen upon arrival to destination.
6. **Frozen semen will not be released if insufficient notice is given or the bill is not paid prior to departure.**
7. All invoice balances are payable within 30 days of annual or final invoice. AFTER 30 DAYS FROM BILLING DATE, A \$25.00 HANDLING FEE 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 Owner agrees to pay all costs and reasonable attorney fees incurred by CSU/VTH in attempting to collect any outstanding balance. The Semen 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/VTH for purposes of securing payment on Semen Owner's account(s).
8. **CSU/VTH does not provide insurance on/for frozen semen storage.** Semen Owner is responsible for any insurance desired on the frozen semen.
9. This Contract is non-transferable. If the frozen semen is sold, all unpaid fees become immediately due and payable and no refunds will be made.
10. CSU/VTH reserves the right to discontinue service at its discretion and to terminate this Contract upon 10 days' advance written notice to Semen Owner.
11. 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 Owner hereby authorizes and appoints CSU/VTH to execute any required documents on Semen Owner's behalf.
12. Semen Owner will be considered in default of its obligations under this Contract if Semen 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 Owner

