

Canine Genetic Reserve  
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**AGREEMENT FOR THE COLLECTION, PROCESSING,  
MAINTENANCE AND SHIPMENT OF CANINE SEMEN**

**Preliminary Recitals**

1. The parties to this agreement are Canine Genetic Reserve., a company organized under the laws of the State of Colorado (hereinafter referred to as "CGR")

and \_\_\_\_\_ of \_\_\_\_\_  
(here in after referred to as "Owner") (address)

2. CGR is the owner of a process for the collection and freezing of canine semen in such manner as to preserve its viability, and is experienced in the practice of said process, and is the owner of skill and know-how with respect thereto.

3. Owner is the sole owner or co-owner of the

\_\_\_\_\_ stud dog  
(Breed)

\_\_\_\_\_  
(Registered Name)

\_\_\_\_\_  
(Registered Number)

\_\_\_\_\_  
(Name of Registry)

and desires to utilize the services of CGR for the collection, processing, maintenance and shipment of semen produced by said stud dog.

**Undertakings by owner**

1. Owner will deliver the stud dog to CGR at such place and at such date and hour as may be agreed upon in advance, accompanied by such health certificates as may be required by CGR and applicable state laws, including, among other things a declaration by an accredited veterinarian that the dog is to the best of his knowledge, information and belief, after examination, free from contagious and infectious diseases.

2. Owner agrees to pay CGR in advance for its services in accordance with its fees then in effect.

3. Insurance is the responsibility of the Owner. Owner expressly agrees to obtain insurance coverage for the loss of the semen for whatever reason and such insurance coverage will include CGR as a co-insured.

**Undertakings by CGR**

1. CGR agrees to perform such testing and other procedures as it customarily uses in order to enable it to establish and maintain records to identify the dog as the producer of the semen collected and maintained under its name or other identifying symbol.
2. CGR will collect semen from the dog according to its recognized and established procedure and examine and test it for motility and quality and will repeat such procedure until it becomes apparent to CGR that, in its judgment, the dog is incapable of such production. If CGR concludes that the dog is incapable of producing semen of a satisfactory quality, it shall promptly advise Owner to that effect and of the amount of its charges for services performed, and Owner shall there upon remit to CGR the amount of such charges.
3. The semen of satisfactory quality collected from the dog by CGR will be processed and frozen and a specimen thawed and examined. If considered satisfactory, the frozen semen will be stored in accordance with CGR 's established practice. Semen which is frozen and stored will be packaged in units of size to contain a quantity sufficient for a test immediately prior to its use and, when possible, for the insemination of one bitch and will be identified as having been collected from the stud dog named herein.
4. Maintenance fees for periods after the initial maintenance period will be payable in advance for periods of one year or multiples thereof in accordance with the policy then in effect. No refund of maintenance fees will be made if semen is withdrawn during a maintenance period.
5. CGR does not guarantee conception. It shall be incumbent upon the Owner to make the necessary pre-arrangements with the inseminator, whose fee shall be paid by the Owner of the dog or the Owner of the bitch to be inseminated, as they may agree between them. The costs of shipment of the semen, appropriate withdraw and handling fees and the deposit on the shipping container will be paid by the owner at the time he gives the order for release. The Owner agrees to give written advance notice to CGR at least ten (10) days prior to the date on which the shipment is desired to be released, giving particulars as to destination, consignee, method of shipment, etc. Notifications less than this 10 day period will result in an emergency shipping fee of \$200.
6. No frozen semen will be released by CGR unless all fees due it from Owner have been paid, and CGR shall not be under any obligation whatsoever honor any order for the release of semen if any fees due it remain unpaid at the time of presentation of the order.
7. The ownership of the semen and the rights of the Owner with respect thereto may be assigned by him, provided that all fees then due CGR have been paid in full and each assignee enters into a separate storage agreement with CGR for a maintenance term commencing on the effective date of the assignment.
8. This agreement may be terminated by the Owner upon at least 30 days prior written notice to CGR and upon such termination CGR will deliver the frozen semen which it then holds to the Owner or to his order upon payment of all charges due to CGR, including packing, shipping and deposit on the shipping container, and upon the Owner's delivery of a complete release to CGR upon its established release form.

9. If any charges of CGR remain unpaid for sixty (60) days after billing, at the expiration of such period a notice of default will be given to owner, and if the default is not corrected within fifteen (15) days after the giving of such notice, CGR may destroy the semen. There will be monthly late fees of \$15/month accrued on unpaid accounts and at any time after the above mentioned period the account can be sent to a collection agency and the semen may be destroyed by CGR. In no event shall any semen be released from the possession of CGR while a default exists.

10. CGR will exercise due and proper care of semen in accordance with its established procedures but shall not be liable for quality drop nor complete loss due to circumstances beyond its control including, but not limited to, temperature changes as a result of equipment failure, fire, lightning, strikes, riots, or delays or any other loss or damage whatsoever while in the hands of a common carrier. In any event, the maximum liability to CGR to the owner shall be limited to the amount of the fees theretofore paid to CGR with respect to the lost or damaged semen. Insurance coverage for any lost or damaged semen is incumbent upon the owner.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CANINE GENETIC RESERVE.

By \_\_\_\_\_  
Its duly authorized agent

\_\_\_\_\_  
Semen Owner/Agent