



## TERMS AND CONDITIONS

This Frozen Semen/Embryo Storage Agreement (“Contract”) is entered into on the last day of signature (“Effective Date”) by and 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 CENTER (hereafter referred to as CSU/ERC), and the Frozen Semen/Embryo Owner identified on page 1 above. CSU/ERC agrees to provide services selected on page 1.

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/ERC 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/ERC will follow standard laboratory procedures for refreezing frozen semen into ICSI doses. CSU/ERC 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/ERC 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/ERC 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/ERC 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/ERC. CSU/ERC 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/ERC. 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/ERC does not provide insurance.**
  - d. CSU/ERC 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/ERC (or any person employed by or associated with CSU/ERC) harmless on any and all damages associated therewith.
4. CSU/ERC 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. 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. 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/ERC, CSU/ERC 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. **CSU/ERC does not provide insurance on/for frozen semen/embryo storage.** Semen/Embryo Owner is responsible for any insurance desired on the frozen semen/embryo.
9. This contract is non-transferable. If the frozen semen/embryo is sold, all unpaid fees become immediately due and



## FROZEN SEMEN / EMBRYO STORAGE FEE SCHEDULE

| <b>Storage (per stallion in storage)</b>                         |                                                                                                      |
|------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|
| Bulk Semen Storage                                               | \$30 per month up to 400 straws                                                                      |
|                                                                  | \$45 per month for 401 – 800 straws                                                                  |
|                                                                  | \$60 per month for 801 – 1,999 straws                                                                |
|                                                                  | \$70 per month for $\geq$ 2000 straws                                                                |
| ICSI Only Storage                                                | \$50 per year up to 8 straws only with intended use of ICSI. Bill at arrival and then yearly in Jan. |
| Frozen Embryo Storage                                            | \$30 per month up to 4 embryos                                                                       |
| Frozen Semen Handling Fee                                        | \$50 (semen arrival)                                                                                 |
| <b>Services</b>                                                  |                                                                                                      |
| Freeze cooled, shipped semen                                     | \$775                                                                                                |
| Refreeze Semen from cut piece of straw post ICSI                 | \$350                                                                                                |
| Refreeze Semen for ICSI doses<br>(0.5mL straw from 8 straw dose) | \$525 (Generate up to 100 ICSI dose straws)                                                          |
| Refreeze Semen for ICSI doses<br>(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                                                                                                |