

## **Sachse Veterinary Hospital**

International Canine Semen Bank-Texas 4730 Ranch Road Sachse, Texas 75048

972.442.4441 . 972.442.7908(fax) . <u>sachsevet@yahoo.com</u>

## **AUTHORIZATION FORM**

Stud Dog Owner's Authorization for Semen Collection and Freezing. This form is required for our files. Please read, complete and sign at the bottom of this page and the following page. Return to Sachse Veterinary Hospital at the address above. THIS IS A TWO PAGE DOCUMENT.

I hereby Authorize Sachse Veterinary Hospital to collect, freeze and store semen from the following dog:

Registered Name:								
Call Name:					Date of	Date of Birth:		
AKC #:					_Breed:			
Owner and Co-Owner informat	tion:							
Name							Phone	
Address							Zip	
E-Mail								
Name							Phone	
Address							Zip	
E-Mail								
Payment (Please Circle)	Visa	M/C	Amx	Disc	Check	Cash		
		, 0	/	2.00	oco.k	0.0		
Credit Card No.		Exp. D	ate	CCV#		Name	of Card Holder	
In the event of my death or	permaner	nt incapa	citation	, I transfo	er all froz	zen sen	nen from the above dog to:	
Name							Phone	
Address							Zip	
F								

## Please red the following statement and sign below:

International Canine Semen Bank – Texas (ICSB-Tx) and Sachse Veterinary Hospital agrees to collect, freeze and store canine semen from the above dog. The frozen semen will be available to the semen owner(s) for the use/shipping following standard procedures, instructions to be supplied to the semen owner after the semen is stored. Payment is due at the time of collection, unless a monthly payment plan is requested/approved of by management. Initial collection, freezing and storage fees will include the first year of semen storage.

Late payment is subject to 1% per month (12% APR) interest and a \$5.00 late fee per month. After 90 days of non-payment, the account will be placed in inactive status. A charge for reactivation will be made. After this occurs the frozen semen will be subject to disposal and/or ownership will be given to ICSB-TX and Sachse Veterinary Hospital to be used as seen fit. This may include sale or transfer of ownership of the frozen semen by ICSB-TX and Sachse Veterinary Hospital. The account balance will be submitted to a collection agency for collection. Accounts must be current in order for frozen semen to be released. It is my responsibility to ensure my account remains current with ICSB-TX and Sachse Veterinary Hospital. Any change of address or phone number needs to be provided immediately.

ICSB-TX and SVH fees for semen collection, freezing, and storage are charged at the time of collection and on an annual basis for storage. There are additional fees charged by ICBS-TX and SVH when the stored semen is shipped for breeding or transfer. These fees are usually termed shipping preparation, shipping tank rental, and actual shipping charges to ship the semen to its destination and for the return of our empty tank.

Sperm cells will eventually cease living, but no one knowns or can predict when this will occur, and it can vary from dog to dog. ICSB-TX shall not be held liable for, and cannot guarantee conception from, frozen semen. Nor can ICSB-TX and SVH guarantee that frozen sperm cells will be viable at the time of thawing for insemination. In the event of loss or damage of frozen semen due to natural causes due to weather, fire, storage/shipping tank failure, or shipping tank accident/damage, ICSB-TX and SVH would not be held liable for the loss or the replacement value of the frozen semen or costs involved in freezing and storing semen.

<u>NOTE:</u> If this dog is owned by more than one owner and the person completing this authorization form wishes to be the sole owner of this frozen semen, a TRANSFER OF OWNERSHIP form must be completed and returned to ICSB-TX and Sachse Veterinary Hospital by each owner/co-owner, agreeing to transfer ownership of this frozen semen to the owner/co-owner wishing to be sole owner of this semen.

ICSB-TX and Sachse Veterinary Hospital is required to have a copy of the dog's registration and rabies certificate on file. If registration and proof of rabies vaccination is not provided at the time of collection the owner is responsible for getting it to ICSB-Tx and Sachse Veterinary Hospital.

## **LIMITATION OF LIABILITY**

In any event, ICSB-TX and Sachse Veterinary Hospital, as well as that of any of its principles, employees or agents, if determined, shall not exceed the total compensation received by ICSB-TX and Sachse Veterinary Hospital under this agreement. This limitation of liability applies for any and all claims, losses, expenses, injuries or damages, arising out of or in any way related to the performance of this agreement by reason of any act or omission, including breach of contract, negligence, errors, omissions, strict liability, breach of warranty or any reason whatsoever, not amounting to a willful, wanton or intentional wrong. This limitation of liability includes, but is not limited to claims for lost profits, loss of use, costs of replacement special damages and/or indirect or consequential damages whatsoever, caused by ICSB-TX or Sachse Veterinary Hospital, its principles, employees or agents.

In the event that any dispute arises between the parties to the agreement, you agree that the dispute shall be governed by laws of the State of Texas, USA, without regard to any conflict of law provisions and you agree to exclusive personal jurisdiction and venue in the state and federal courts located in City of Austin, Texas, USA.

In the event of any lawsuit or claim being made to enforce the terms of this agreement, the prevailing party in such lawsuit or claim shall be entitled to an award of their reasonable attorney fees and costs.

By my signature below, I authorize International Canine Semen Bank of Texas and Sachse Veterinary Hospital to perform services for me. I agree to all statements made in the document preceding this signature and any statements made in the following document. I understand that ICSB and SVH does not guarantee fertility or successful fertilization. I also understand ICSB and SVH is not responsible for services rendered by non-ICSB and SVH individuals. My payment for SVH services is due at the time of service. Other charges may be charged to my credit card at a later date, if additional services are necessary. ICSB may or may not notify me of these additional charges prior to charging my credit card. Any charges may be made without my permission. In the event I initiate a chargeback, I understand I will be charged additional office fees. If ICSB must prove in any way that I authorized the use of my credit card, I will incur additional fees from ICSB for personnel time required to prepare a response to my chargeback. I also agree that any person I allow to access my frozen semen at ICSB, or any person that pays fees billed to my account at ICSB will be guaranteed by me. Any person I ask ICSB to bill on my behalf will be informed by myself of fees or charges made by ICSB to their credit card. If the person reverses any charge at ICSB I will be held liable for reimbursement to ICSB-TX and Sachse Veterinary Hospital immediately. It is my responsibility to ensure ICSB is paid for all services performed by or charged through ICSB to my account at ICSB.

Signature	Date