

Time Shifters Canine Semen Bank, LLC

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Storage Location

at West Coast Veterinary Center

7910 State Road 72

Sarasota, FL 34241

**AGREEMENT FOR THE COLLECTION, PROCESSING,
STORAGE, HANDLING AND SHIPMENT OF CANINE SEMEN**

Preliminary Recitals

1. The parties to this agreement are TIME SHIFTERS CANINE SEMEN BANK, LLC
(hereinafter referred to as "TSCSB")

And _____ of _____
(hereinafter referred to as "Owner") (address)

2. TSCSB uses 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 semen from

_____ stud dog _____
(Breed) (Registered Name – without titles)

_____ (Registration Number) _____ (Name of Registry) _____ (DNA Profile #)

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

Undertakings by owner

1. Owner will deliver the stud dog or his semen or frozen semen to TSCSB 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 TSCSB 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. Or copy of certifications made at the time of previously collected semen.

2. Owner agrees to pay TSCSB 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 TSCSB as a co-insured.

4. Waiver of Subrogation: the Owner and TSCSB agree that in the event of loss due to any of the perils for which they have agreed to provide insurance, each party shall look solely to its insurance for recovery. The Owner and TSCSB hereby grant to each other, on behalf of any insurer providing insurance to either of them with respect to the services contemplated by this agreement, a waiver of any right of subrogation which any insurer of one party may acquire against the other by virtue of payment of any loss under such insurance.

Undertakings by TSCSB

1. TSCSB 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. TSCSB 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 TSCSB that, in its judgment, the dog is incapable of such production. If TSCSB 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 TSCSB the amount of such charges.

3. The semen of satisfactory quality collected from the dog by TSCSB will be processed and frozen and a specimen thawed and examined. If considered satisfactory, the frozen semen will be stored in accordance with TSCSB'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. Storage fees for periods after the initial storage 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 storage fees will be made if semen is withdrawn during a storage period.

5. TSCSB 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 cost of shipment of the semen 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 TSCSB 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.

6. No frozen semen will be released by TSCSB unless all fees due it from Owner shall have been paid, and TSCSB shall not be under any obligation whatsoever to 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/her, provided that all fees then due TSCSB have been paid in full and each assignee enters into a separate storage agreement with TSCSB for a storage 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 TSCSB and upon such termination TSCSB will deliver the frozen semen which it then holds to the Owner or to his order upon payment of all charges due to TSCSB, including packing, shipping and deposit on the shipping container, and upon the Owner's delivery of a complete release to TSCSB upon its established release form.

3.

9. If any charges of TSCSB 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, TSCSB may destroy the semen. In no event shall any semen be released from the possession of TSCSB while a default exists.

10. TSCSB 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 TSCSB to the owner shall be limited to the amount of the fees theretofore paid to TSCSB with respect to the lost or damaged semen. Insurance coverage for any lost or damaged semen is incumbent upon the owner.

Executed this ____ day of _____, 202_.

TIME SHIFTERS CANINE SEMEN BANK, LLC

By _____
Its duly authorized agent - Carolyn Bolt Stoll

Semen Owner

Semen Owner