



## CONTRACT FOR STORAGE OF FROZEN SEMEN

THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, 2019 (“Effective Date”), by and between Zoetis US LLC, with a business address of 10 Sylvan Way Parsippany, NJ 07054 (“Zoetis”), and the individual or individuals listed and identified in Exhibit A, attached hereto (collectively, the “Owners”; each individually, an “Owner”).

WHEREAS, Owner owns or is authorized to act on behalf of the owner of the Animal(s) listed on Exhibit A, attached hereto;

WHEREAS, Owner may desire to have semen collected from the Animal(s) listed on Exhibit A and frozen by Zoetis;

WHEREAS, Owner further desires to utilize Zoetis for storage of frozen semen; and

WHEREAS, Zoetis is willing to make available such services to Owner.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, it is AGREED as follows:

### 1. SERVICES

1.1 Freezing. Zoetis may receive and freeze semen as directed by Owner from the Animal(s) listed on Exhibit B.

1.2 Storage. Zoetis will store frozen semen/embryos/tissue as directed by Owner from the Animal(s) listed on Exhibit B or frozen semen provided by Owner. Such storage will be at an office of Zoetis. However, Zoetis may elect to transfer such frozen semen to long-term storage facilities off site. Owner hereby authorizes Zoetis, in its discretion, to transfer such frozen semen to long-term storage facilities off site. Zoetis will notify Owner in advance of such transfer.

1.3 Transfer of Semen; Representatives.

(a) Owner hereby appoints [insert name(s) of individual(s)] as its representative (each a “Representative”), with the rights and obligations proscribed to Representatives per the terms hereof. Owner may add or remove individual Representatives by providing notice of such in writing to Zoetis. Owner acknowledges that each Representative will have full access to account information and frozen semen inventory.

(b) Zoetis agrees to transfer straws of frozen semen to third parties at the direction of Owner or its Representative upon receipt from Owner or its Representative of a completed form as attached as Exhibit C (as may be updated from time to time at Zoetis’ sole discretion) or in accordance with Section 1.3(f); provided that Zoetis shall not be required to transfer such straws until the transferee has duly

completed and returned to Zoetis the liability waiver attached as Exhibit D (as may be updated from time to time at Zoetis' sole discretion).

(c) At the time Owner contracts for a breeding using semen held by Zoetis, Owner will give Zoetis as much advance notice as reasonably possible ("Notice") in order to arrange shipping in the most economical fashion. Zoetis requires at least two business days notice for domestic breeding and at least 10 business days from the date of fulfilling the country's requirements for international shipments.

(d) Owner will negotiate directly with owner of the female to be bred and collect any breeding fee; Zoetis will not be responsible for collecting any breeding fees.

(e) Owner hereby authorizes Zoetis or its Representative to discuss such Owner's equine semen storage account with Owner and such Representative over the telephone, and agrees that Zoetis may record this conversation. For verification purposes, Owner its Representative will be asked to give a four digit PIN number and/or such Owner's mother's maiden name, each of which shall be provided by Owner to Zoetis in writing and may be revised by Owner from time to time upon written notice to Zoetis.

(f) [In addition, Owner agrees that:

(i) Zoetis may transfer semen upon receipt of email authorization from Owner or its Representatives (provided that such email shall include all of the information set forth in Exhibit C and shall include the above-referenced PIN number and/or Owner's mother's maiden name shall be included in such email authorization); and

(ii) Post thaw information may be included with such semen when shipped.]

**2. FEES.** Owner shall pay the Fees set forth in Exhibit E.

**3. TERM.** The term of this Agreement shall commence on the Effective Date set forth above and shall continue, unless terminated earlier as provided herein, until the expiration of the Term set forth in Exhibit E. Upon the expiration or termination of the Agreement, Owner shall receive notice that frozen semen storage services will terminate and that the Owner needs to pick up or direct Zoetis where to send Owner's frozen semen. Failure to pick up or direct Zoetis where to send Owner's frozen semen, at the Owner's costs, within ninety days after notice shall result in the destruction of frozen semen.

**4. OWNER'S WARRANTIES.** Owner represents and warrants that:

4.1 Ownership. Owner is the sole owner, or the Owners are the sole co owners, as the case may be, of the Animal(s) listed on Exhibit B and/or the semen furnished to Zoetis or that Owner is authorized to act on behalf of the actual owner(s) of the Animal(s) and/or the semen furnished to Zoetis.

4.2 Authority. Owner has the right, power, legal capacity and authority to enter into and perform Owner's obligations under this Agreement and no additional approval or consent of any person is necessary in connection with it.

4.3 In cases of semen transferred from semen-freezing centers other than Zoetis, such semen shall be free of any diseases.

**5. OWNER'S OBLIGATIONS.** As a condition of Zoetis' performance under this Agreement, the Owner agrees that:

5.1 In cases of semen transferred from semen freezing centers other than Zoetis, Owner will deliver satisfactory proof of Animal registration, and a description of any other identifying marks, tattoos, or microchip numbers to be listed in Exhibit B.

5.2 Owner will comply with the record keeping requirements of the applicable registration body with which the Animal(s) is registered.

5.3 In the event any information concerning the ownership of the Animal changes, Owner shall, at the time of such Notice, notify Zoetis, in writing with reasonable detail, of such change, shall update the warranties provided in Sections 4.1 and 4.2, and shall obtain any and all consents of any such new owner or co-owner in connection with the transfer of the semen.

5.4 Frozen semen evaluation and storage charges, which are subject to change from time to time, will be promptly paid by the Owner when due.

## **6. LIMITATION OF LIABILITY.**

6.1 Zoetis shall perform its semen freezing and storage in a reasonable and professional manner. Zoetis makes no representation or warranty that a successful birth will result from any breeding. Zoetis recommends that Owners use trained veterinarians to conduct inseminations with frozen semen to maximize the chances of a successful breeding. Zoetis is not responsible for accuracy of post-thaw data. Values listed were provided by the collecting veterinarian at the time of transfer to Zoetis. Zoetis shall not be responsible for breed registration, including meeting requirements and/or providing documentation in support of registration of offspring.

6.2 Zoetis shall exercise reasonable care in storing semen. Zoetis shall not be responsible for the acts or omissions of veterinarians or others who are not identified or recommended by Zoetis and expressly disclaims any such liability.

6.3 Zoetis shall not be responsible for loss or accidental thawing of semen which results from (i) storage failure; (ii) any act by non-employees of Zoetis (or its affiliates) who may be retained to transport semen; (iii) any acts by employees or agents of Zoetis or its affiliates unless such acts constitute gross negligence; or (iv) from any other cause beyond the reasonable control of Zoetis, including, but not limited to acts of government, acts of nature, fire, explosion, typhoon, flood, earthquake, tide, lightning or war. If any of the foregoing events occur, Zoetis' sole liability will be the return of any prepaid fees. IN NO EVENT SHALL ZOETIS BE LIABLE UNDER ANY LEGAL THEORY FOR ANY LOST PROFITS, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING THE VALUE OF ANY ANIMAL SEMEN, WHICH ARE HEREBY EXPRESSLY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER ZOETIS HAS BEEN ADVISED OF EITHER THE POSSIBILITY OF SUCH DAMAGES OR OF THE VALUE OF THE SEMEN.

6.4 Zoetis shall not be responsible for collection(s) that fail to meet import requirements (if applicable). Current country specific requirements for import or export will be provided by the Owner for consideration prior to shipment.

6.5 If Zoetis is requested to use a third party vapor shipper, Zoetis will not be responsible for any liability to return any prepaid fees.

7. **DEFAULT.** Failure to promptly pay fees for collection, evaluation, freezing, and/or storage of frozen semen will cause this Agreement to be in default. Prompt payment means payment within thirty days of the due date of the payment. If this Agreement is in default, Zoetis may (1), elect to terminate the Agreement with ten day's notice to Owner; or (2), permit Owner to cure the default within a ten day period following notice to the Owner. If Owner fails to cure the default, then this Agreement shall be terminated. After 180 days (six months) of non-payment, the frozen semen will be deemed abandoned by Owner(s) and subject to disposal at Zoetis' sole discretion. Should legal action be necessary to collect the account, Owner will be responsible for all attorney fees and costs. Prior to the disposal of any semen for non-payment, Zoetis will send a registered letter, return receipt requested, by U. S. Mail to the Owner's address as set out in this Agreement, in an effort to communicate with the Owner(s). It is the owner(s) responsibility to inform zoetis, in writing, of any changes to owner's billing (mailing) address.)

8. **INDEMNIFICATION.** Owner shall indemnify and hold harmless Zoetis and its affiliates, veterinarians, employees, and agents from any and all claims, actions, lawsuits, expenses, including reasonable attorney's fees, and any other damages or monetary loss incurred in connection with the use of frozen semen in a breeding or otherwise.

9. **ENTIRE AGREEMENT.** This Agreement constitutes the entire contract between the parties with respect to the subject matter hereof. Any previous agreement shall be superseded by this agreement.

10. **MODIFICATION AND BINDING EFFECT.** This Agreement may only be modified in writing signed by both parties. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, representatives, successors and assigns.

11. **NOTICE.** Any notice required or permitted by this Agreement shall be in writing and shall be sent certified mail, return receipt requested, to the last known address of the party. It shall be Owner's responsibility to notify Zoetis of any change in address. Notice shall be effective 3 days after deposit of the same into the United States Mail with sufficient postage attached to delivery to the parties at the above addresses.

12. **ASSIGNMENT.** Any assignment of this Agreement by Owner without the prior written consent of Zoetis shall be void. No assignment shall relieve the assignor from any obligation hereunder. Zoetis may, without the prior written consent of Owner, assign or sublicense this Agreement and any of its rights or obligations hereunder, in whole or in part, to any of its Affiliates or to any successor to substantially all of its business or assets.

13. **GOVERNING LAW.** This Agreement shall be governed by and construed under the laws of the State of New York. The parties agree that proper and sole forum for any legal action is the courts of New York.

**14. COSTS.** If any legal or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

**15. SIGNING AUTHORITY.** Each signature below represents that (a) such party signing below is an authorized representative of the respective company; and (b) that the information provided herein is a complete and accurate representation of the company as of the date hereof. THE SIGNATORY ON BEHALF OF THE OWNER AGREES AND ACKNOWLEDGES THAT SUCH SIGNATORY IS FINANCIALLY RESPONSIBLE FOR THIS ACCOUNT AND AUTHORIZES ZOETIS AND ANY OF ITS AFFILIATES TO CONTACT THE REFERENCES LISTED ABOVE.

IN WITNESS WHEREOF, this AGREEMENT is effective on the date first above written.

[ ]

**Zoetis US LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Please return contract to:  
  
Zoetis Reproduction Services  
  
12200 N Ambassador Drive, Suite 101  
  
Kansas City, MO 64163  
  
816-464-3524 or email a scanned copy  
to [reproductionservices@zoetis.com](mailto:reproductionservices@zoetis.com)

**EXHIBIT A**

**Owners**

Name	
Address	
Telephone	
Email	

Name	
Address	
Telephone	
Email	

Name	
Address	
Telephone	
Email	

**EXHIBIT B**

For each Stallion collected under this Agreement:

**STALLION 1**

REGISTRATION BODY: \_\_\_\_\_  
REGISTERED NAME: \_\_\_\_\_  
REGISTRATION NUMBER: \_\_\_\_\_  
TATTOO/CHIP: \_\_\_\_\_  
COLOR & MARKINGS: \_\_\_\_\_  
BREED: \_\_\_\_\_

**STALLION 2**

REGISTRATION BODY: \_\_\_\_\_  
REGISTERED  
NAME: \_\_\_\_\_  
REGISTRATION NUMBER: \_\_\_\_\_  
TATTOO/CHIP: \_\_\_\_\_  
COLOR & MARKINGS: \_\_\_\_\_  
BREED: \_\_\_\_\_

**STALLION 3**

REGISTRATION BODY: \_\_\_\_\_  
REGISTERED NAME: \_\_\_\_\_  
REGISTRATION NUMBER: \_\_\_\_\_  
TATTOO/CHIP: \_\_\_\_\_  
COLOR & MARKINGS: \_\_\_\_\_  
BREED: \_\_\_\_\_

**STALLION 4**

REGISTRATION BODY: \_\_\_\_\_  
REGISTERED NAME: \_\_\_\_\_  
REGISTRATION NUMBER: \_\_\_\_\_  
TATTOO/CHIP: \_\_\_\_\_  
COLOR & MARKINGS: \_\_\_\_\_  
BREED: \_\_\_\_\_

**STALLION 5**

REGISTRATION BODY: \_\_\_\_\_  
REGISTERED NAME: \_\_\_\_\_  
REGISTRATION NUMBER: \_\_\_\_\_  
TATTOO/CHIP: \_\_\_\_\_  
COLOR & MARKINGS: \_\_\_\_\_  
BREED: \_\_\_\_\_

**STALLION 6**

REGISTRATION BODY: \_\_\_\_\_

REGISTERED NAME: \_\_\_\_\_

REGISTRATION NUMBER: \_\_\_\_\_

TATTOO/CHIP: \_\_\_\_\_

COLOR & MARKINGS: \_\_\_\_\_

BREED: \_\_\_\_\_

**STALLION 7**

REGISTRATION BODY: \_\_\_\_\_

REGISTERED NAME: \_\_\_\_\_

REGISTRATION NUMBER: \_\_\_\_\_

TATTOO/CHIP: \_\_\_\_\_

COLOR & MARKINGS: \_\_\_\_\_

BREED: \_\_\_\_\_

**STALLION 8**

REGISTRATION BODY: \_\_\_\_\_

REGISTERED NAME: \_\_\_\_\_

REGISTRATION NUMBER: \_\_\_\_\_

TATTOO/CHIP: \_\_\_\_\_

COLOR & MARKINGS: \_\_\_\_\_

BREED: \_\_\_\_\_



## EXHIBIT C Telephone Authorization

I authorize a Zoetis representative to discuss my equine semen storage account with me, and/or agents(s) chosen by me, over the telephone. I understand that Zoetis, may record this conversation if Zoetis so chooses. For verification purposes, I and/or my agent(s) will be asked to give a four digit PIN number and/or my mother's maiden name. I am aware that the authorized agent(s) listed below will have full access to account information and frozen semen inventory.

Please initial each statement that you authorize:

- I authorize verbal release of the semen for shipments
- Representative 1 and 2 Have authorization to ship semen
- Representative 1 and 2 have authorization for verbal release of semen
- At time of shipment, I authorize the post thaw information, which was provided by the collecting facility, to be included with the semen when shipped to the inseminating facility.

This authorization will remain in effect until cancelled, in writing, by me.

\*By providing your e-mail address, you are agreeing to receive e-mail communications from Zoetis. We promise to never sell your e-mail address to a third party. Visit [www.securelineage.com](http://www.securelineage.com) for the Zoetis privacy policy.

<b>Primary</b>			
Full Name (Print):			
Address:			
E-mail*		Home Phone:	
Signature and Date:		Work Phone:	
<b>Representative 1</b>			
Full Name (Print):			
Address:			
E-mail*		Home Phone:	
Signature and Date:		Work Phone:	
<b>Representative 2</b>			
Full Name (Print):			
Address:			
E-mail*		Home Phone:	
Signature and Date:		Work Phone:	
<b>FOR SECURITY PURPOSES ONLY (Required Information)</b>			
<input style="width: 30px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 30px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 30px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 30px; height: 20px; border: 1px solid black;" type="text"/>			
Four Digit Pin Number:			
Mother's Maiden Name:			

TRANSFeree WAIVER FORM

Reference is made to that certain agreement (the “Agreement”) between [\_\_\_\_\_] (the “Owner”) and Zoetis US LLC (“Zoetis”), whereby Zoetis has agreed to store semen collected from animals owned by the Owner. In accordance with the Agreement, Owner has requested that Zoetis transfer semen to the undersigned (the “Transferee”). As a condition to such transfer, Transferee hereby agrees and acknowledges that:

1. Zoetis makes no representation or warranty that a successful birth will result from any breeding. Zoetis recommends that trained veterinarians are used to conduct inseminations with frozen semen to maximize the chances of a successful breeding. Zoetis is not responsible for accuracy of post-thaw data. Values listed were provided by the collecting veterinarian at the time of transfer to Zoetis. Zoetis shall not be responsible for breed registration, including meeting requirements and/or providing documentation in support of registration of offspring.

2. Zoetis shall not be responsible for the acts or omissions of veterinarians or others who are not identified or recommended by Zoetis and expressly disclaims any such liability.

3. Zoetis shall not be responsible for loss or accidental thawing of semen which results from (i) storage failure; (ii) any act by non-employees of Zoetis (or its affiliates) who may be retained to transport semen; (iii) any acts by employees or agents of Zoetis or its affiliates unless such acts constitute gross negligence; or (iv) from any other cause beyond the reasonable control of Zoetis, including, but not limited to acts of government, acts of nature, fire, explosion, typhoon, flood, earthquake, tide, lightning or war. If any of the foregoing events occur, Zoetis’ sole liability will be the return of any prepaid fees. IN NO EVENT SHALL ZOETIS BE LIABLE UNDER ANY LEGAL THEORY FOR ANY LOST PROFITS, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING THE VALUE OF ANY ANIMAL SEMEN, WHICH ARE HEREBY EXPRESSLY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER ZOETIS HAS BEEN ADVISED OF EITHER THE POSSIBILITY OF SUCH DAMAGES OR OF THE VALUE OF THE SEMEN.

4. Zoetis shall not be responsible for collection(s) that fail to meet import requirements (if applicable). Current country specific requirements for import or export will be provided by the Owner or the Transferee for consideration prior to shipment.

5. If Zoetis is requested to use a third party vapor shipper, Zoetis will not be responsible for any liability to return any prepaid fees.

6. Owner and Transferee have negotiated directly with respect to any breeding fee to be collected, and Zoetis will not be responsible for collecting any breeding fees.

Signature:	
Name Printed:	
Date:	

**EXHIBIT E**  
**FEES and TERM**

EQUINE

Fees.

- There is a one (1) time origination fee of \$52.90 per stallion to register it in our systems.
- Pick up fees are waived for any pickup with one stallion and <100 straws for that stallion. If there are additional stallions with <100 straws then there is an additional \$70.91 fee per additional stallion with <100 straws. If there are greater than 100 straws per stallion please call for pricing for the additional straw fee per stallion/s.
- Zoetis charges \$29.26 monthly, per equine Animal, for frozen semen storage services on site up to 250 straws. Please call for additional straw storage pricing.
- All fees for long-term semen storage will be billed from the date of arrival of the Animal at the storage facility.
- Domestic shipping costs \$365.79 which includes preparation for shipment, vapor shipper rental, overnight priority delivery, 3 day return delivery and freight. If a vapor shipper is not returned within 7 days there is a \$26.52 a day fee for each day the shipper is returned late. If unreturned, the charge is \$1749.04 for replacement.
- Please call for fees for shipping internationally.
- Fees are subject to change at any time, upon reasonable notice to the Owner.

Term.

The Term of this Agreement shall commence on the Effective Date and shall continue on a monthly basis until terminated in accordance with the terms herein.