



## Frozen Semen Storage

### TERMS AND CONDITIONS

This is an Agreement dated \_\_\_ / \_\_\_ / \_\_\_\_\_ between Goulburn Valley Equine Hospital (GVEH) (the facility)

And

\_\_\_\_\_ (the Client) of

\_\_\_\_\_ (Residential address)

\_\_\_\_\_ (Postal address)

\_\_\_\_\_ (Contact number)

\_\_\_\_\_ (Email address)

\_\_\_\_\_ (Name of the stallion)

I agree to all correspondence being sent by email to the email address above:

Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_ Signed by the client

The person signing must be the owner of the Semen or authorized by the owner of the Semen. If the client is a company, the person who signs this shall be an officer with authority to bind the company to the terms of this agreement.

Semen storage at GVEH is subject to the following agreement between the facility and our client.

#### **Definition of Semen**

Semen shall be equine semen currently stored cryogenically and able to be thawed for insemination. Semen should be in good order at time of arrival.

#### **Deposit of Semen**

This agreement becomes binding, and responsibility for storage begins, when;

- when the client has completed and signed this agreement.
- the semen arrives at the storage facility located at 905b Goulburn Valley Highway Congupna (Shepparton) Victoria 3633 and is determined to be in a viable condition. Semen should arrive during business hours (8am to 6pm, Mon – Fri).

## **Insurance**

GVEH does not provide insurance cover for semen stored at its facility or in its possession. The client is responsible for insuring the semen, if required, against accidental damage, destruction or loss.

## **Storer Disclaimer**

The client is aware that semen is fragile and can perish. The Goulburn Valley Equine Hospital is not liable for any claims, actions or lawsuits arising directly or indirectly from storage or delivery of semen.

## **Fees for Storage of Semen**

The Goulburn Valley Equine Hospital will store for \$420 per annum inc GST to be billed on the 1<sup>st</sup> of July each year for the ensuing financial year (1<sup>st</sup> July to 30<sup>th</sup> June) or an amount pro rata (prices may be subject to change). The invoices will be sent to the named client's address or email address. Semen will not be released until full payment is received.

If the client does not pay for storage of semen within two months of invoicing, ie by the last day of August, the Goulburn Valley Equine Hospital will execute the following:

(1) The Goulburn Valley Equine Hospital will endeavour to contact by phone and by email, the owner and other persons responsible or connected, known to Goulburn Valley Equine Hospital to seek payment.

(2) If there is no contact with the client will then be referred to the GVEH debt collection agency. This will incur debt collection fees, payable by the client. If this process proves unsuccessful;

(3) Notice will then be provided, in writing, detailing particulars of the stallion. This will be sent by email, where available, and by registered post.

(4) Following the above actions, if the invoice and debt collection fees remain unpaid by the end of December, **the semen may be destroyed.**

## **Guarantee by company director**

If the Client is a company and the person who has signed this Agreement is a director of the Client at the time of entry into this Agreement then that director shall be responsible by signing this Agreement and bound by a guarantee to meet any terms of this Agreement which the Client is obliged to meet but which is unable or unwilling to meet.

I agree to the above Terms and Conditions:

Signed: \_\_\_\_\_

Print name: \_\_\_\_\_