



Please email this back to hmillert@tnequinehospital.com or mail it back to us.

Owners Name: _____

Today's Date: _____

Storage Fees 2025

Frozen Semen 1-25 Doses \$320/ year

25-50 Doses \$413/ Year

Personal Tank Maintenance \$780/ Year

Embryos- \$320 Per year 1-4 embryos

Responsible Financial Person (if Different from above)

Name _____ Email _____

Address _____ City _____ State _____ Zip _____

Phone Number _____ Email Address: _____

Stallion/Embryo _____

Current # of straws/ embryo(s) _____ as of _____, 20____

Is semen/embryo insured? _____

*****PLEASE DESTROY ALL SEMEN, I do not wish to continue storage _____

TERMS AND CONDITIONS This agreement is entered into this _____ day of _____, 20____, by and between Tennessee Equine Hospital (TEH), for semen storage, and the FROZEN SEMEN/ EMBRYO(S) OWNER identified 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(s), or if not the owner, has authority to act as the owner's agent for purposes of entering into this Contract, and to make any and all decisions regarding it. The signatory shall be fully responsible for all charges incurred under this Contract and shall indemnify, defend and hold harmless TEH from any and all claims, of every kind and nature, arising as a result of or in

connection with the 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 owner will 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. FOR FROZEN SEMEN/ Embryo(s), STORAGE:

a. TEH agrees to store frozen semen/ embryo(s) from said stallion/mare for long term storage.

b. Beginning in November of the year the semen /embryo(s) arrive and is entered into the inventory, a yearly fee will be charged. Billing will then occur **yearly** for frozen semen storage. When invoices for frozen semen are not paid to TEH after 6 months, a certified letter will be sent to the Semen Owner requesting that storage billing is brought current.

At TEH discretion, the Frozen Semen / embryo(s) will be destroyed, or returned to the ownership of TEH, 30 days from the date of the certified letter, whether or not received/accepted by owner, if account is not paid in full. Any frozen semen/embryo(s) storage account that is delinquent two or more times will be subject to termination of this Contract at the discretion of TEH. TEH reserves the right to adjust prices accordingly as material and storage related costs increase or change. Owner will be notified of any price increases in writing.

c. Beginning November 1st of the year semen/embryo(s) were received, storage fees will automatically start for all doses/ embryo(s) left in TEH storage, whether or not the owner has signed a Storage contract with TEH.

d. Owner agrees to pay all charges associated with the shipment of the semen/ embryo(s) to and from TEH. The Owner also agrees to pay all courier shipping charges, courier service charges, as well as return freight charges. Insurance during shipping must be organized in advance with the Owner and the shipping entity. TEH does not provide insurance.

e. TEH shall make every effort to maintain the frozen semen/ embryo(s) in proper storage conditions pursuant to this agreement, with proper handling, care and protection according to acceptable equine industry standards and practices.

f. The Owner agrees to assume all responsibility for the frozen semen/embryo(s) and shall bear all risk of loss or damage to the frozen semen/ embryo(s), whether by loss, infection, theft, flood, fire or otherwise by any cause whatsoever, and agrees to hold TEH (or any person employed by or associated with TEH) harmless on any and all damages associated therewith.

3. The Owner agrees to pay all charges in full before frozen semen/ embryo(s) are scheduled to be shipped or used. At the discretion of TEH, and to ensure semen/ embryo(s) can be delivered on a requested date, a minimum 3-day advance notice must be given prior to shipment of the frozen semen. The Owner is required to make transportation arrangements for frozen semen with TEH Monday through Friday, during regular business hours.

4. Every attempt will be taken to deliver to Semen/ Embryo in good condition, however once the shipment leaves TEH, TEH cannot be held responsible for delayed arrival or the condition of the frozen semen upon arrival to Semen/Mare Owner.

5. Frozen semen/embryo(s) will not be released and shipped if insufficient notice is given or if the bill is not paid prior to departure.

6. All invoice balances are payable within 30 days of monthly or final notice. AFTER 30 DAYS FROM BILLING DATE, A \$25.00 HANDLING FEE AND INTEREST OF 1.5% PER MONTH ON THE OUTSTANDING BALANCE WILL BE ASSESSED. Tennessee Equine Hospital reserves the right to refuse or suspend service when any part of the Owner's account with TEH is past due. The Owner agrees to pay all costs and reasonable attorney fees incurred by TEH in attempting to collect any outstanding balance. The Semen Owner acknowledges lien rights of TEH pursuant to collecting any outstanding balances.

7. This contract is non-transferable. If the frozen semen/ embryo(s) are sold, all unpaid fees will become immediately due and no refunds will be made.

8. TEH reserves the right to discontinue service at its discretion and, upon 10 days' advance written notice to the Owner, to terminate this Contract.

9. Owner will be considered in default of its obligations under this Contract if Owner fails to remit any payment within 30 days after invoice or otherwise fails to observe, to comply with, or to perform any term, condition, or covenant contained in this Contract and such failure continues for 10 days after TEH gives Owner written notice thereof. In the event of default by Owner, TEH may terminate this Contract as of the date specified in the written notice, without prejudice to any other right or relief provided by law.

10. This Contract constitutes the entire understanding between parties and supersedes any previous contract or understandings, whether oral or written, concerning the subject matter of this Contract. No services other than those expressly stated in this Contract will be provided by TEH without an express, written and signed amendment to this Contract.

By signing below, I acknowledge and agree to comply with the terms and conditions stated above in this Contract. IN WITNESS WHEREOF the parties have executed this Contract as of the day and year set forth first above.

_____ Signature of Owner/Agent Date

_____ Print Name