



This is an agreement between Synbiotics Corporation (“Synbiotics”); and:

Full Name: _____

Address: _____

Day Telephone: _____ Fax: _____

E-mail: _____

who is referred to as “OWNER” and is the owner of the Stud Dog(s) semen.

1. The OWNER wishes to have semen collected and frozen from the Dog(s) listed in the attached appendix. The purpose of this Agreement is to set forth the terms and conditions applicable to this and other services performed by Synbiotics.
2. OWNER’s Representations and Warranties
 - a) OWNER represents that OWNER is the sole OWNER of the Semen, or that OWNER is authorized by all others who may have an interest in the Semen to enter this Agreement and to fulfill OWNER’s obligations as described.
 - b) OWNER represents and warrants that the Semen presented for collection is the Dog(s) described and named.

3. Authorizations to Synbiotics

OWNER authorizes Synbiotics or its agents to transfer semen from the original site of storage to long-term storage facilities currently located at Synbiotics’ central office listed at the top of the page. OWNER shall be notified if this location changes.

4. Undertakings by OWNER

OWNER hereby agrees that:

- a) In cases of semen transferred from semen freezing centers other than Synbiotics or its affiliates, OWNER will deliver satisfactory proof of Registration and a description of any other identifying marks or tattoos to be listed in Appendix A.
- b) OWNER will comply with the record keeping requirements of the American Kennel Club or any other registration body with which Dog(s) is registered.
- c) All communication and correspondence regarding semen stored at Synbiotics Corporation can be made only by the OWNER of said frozen semen.
- d) When OWNER contracts for a breeding using semen held by Synbiotics, OWNER will give as much advance notice as possible to Synbiotics in order to arrange shipping in the most economical fashion. Synbiotics requires at least two business days advance notice for a domestic breeding and two weeks for international shipments.
- e) All forms related to semen shipment requests must be filled out completely by the OWNER of the Semen. Synbiotics Corporation *is not responsible* for the collection of any information required on said forms. Therefore, it is the full responsibility of the OWNER to

collect all information required for the completion of forms related to frozen semen shipments. No shipments will be processed until all forms are completed in full and returned to Synbiotics Corporation.

- f) OWNER will negotiate directly with the bitch owner and collect any breeding fee.
- g) Frozen semen evaluation and storage charges will be paid promptly by the OWNER.
- h) All fees for long-term semen storage will be billed from the date of arrival at Synbiotics' long-term storage facility. Fees are calculated for each dog and are as follows: \$85.00 per dog, per year. There is no limit to the number of straws stored per dog. Fees are payable in advance for the upcoming year. **Fees are subject to change at any time.**
- i) Semen storage and/or frozen semen evaluation fees will be billed by invoice, which are due upon receipt. It will be the responsibility of the semen OWNER to notify Synbiotics Corporation of any change of address necessary to receive billing for yearly storage fees. Customer accounts for semen storage that are past due will be sent to collections and are subject to immediate thawing of semen.

5. Extent of Obligation & Limitation of Liability

- a) Synbiotics makes no representation or warranty that a successful whelping will result from any breeding. Synbiotics strongly suggests that the OWNER use Synbiotics' trained veterinarians to conduct inseminations with frozen semen to maximize the chances of a successful breeding.
- b) Synbiotics shall exercise reasonable care in storing semen and in training veterinarians to conduct inseminations. Aside from the obligation to exercise reasonable care, Synbiotics shall not be responsible for acts of commission or omission by veterinarians who are not employees of Synbiotics, and Synbiotics expressly disclaims any such liability.
- c) Synbiotics shall not be responsible for loss or accidental thawing of semen which results from storage tank failure, from any act by non-employees of Synbiotics who may be retained to transport semen, or from any acts by employees or agents of Synbiotics unless such acts constitute gross negligence, or from any other cause beyond the reasonable control of Synbiotics. If such event occurs, Synbiotics' sole liability will be to return any prepaid fees.

6. General

- a) This Agreement shall be governed by the laws of the State of Missouri.
- b) All notices or communications shall be deemed as duly given if they are in writing and delivered personally or by prepaid first-class postage to the address above.
- c) This Agreement shall be binding upon and ensure to the benefit of the parties hereto and to their representatives, heirs, legal representatives, or successors.

SYNBIOTICS CORPORATION

OWNER

Signature: _____

Signature: _____

Name: _____

Name: _____

Date: _____

Date: _____

APPENDIX A

For each stud collected and stored under this contract:

STUD 1

Registration Body: _____

Registered Name: _____

Registration No.: _____ Tattoo No. _____

Color & Markings: _____

Breed: _____

STUD 2

Registration Body: _____

Registered Name: _____

Registration No.: _____ Tattoo No. _____

Color & Markings: _____

Breed: _____

STUD 3

Registration Body: _____

Registered Name: _____

Registration No.: _____ Tattoo No. _____

Color & Markings: _____

Breed: _____