

Arrowhead Canine Reproduction

2920 Dabney Bottom Rd
Cleveland TX 77328
936-525-9462

New Dog Semen Freeze Agreement

Date: _____

Registered Name: _____

Call Name: _____

Registration Number: _____

Breed: _____

DNA Profile: _____ **Microchip #:** _____

Name of Semen Owner(s) _____

Note: Only the owners listed on the stud's registration certificate can own the semen without needing a Transfer of Ownership. If the stud is AKC-registered, list only the names of the owners you want for this semen collection; if you want to be the sole owner, list only yourself. The listed owners will be included in the collection report sent to the AKC. Arrowhead Canine Reproduction must have a copy of the registration certificate on file. The owner is responsible for submitting it to Arrowhead Canine Reproduction if it's not provided during collection.

Mailing Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Phone Number: _____

Email Address: _____

Terms and Conditions

This is a legal agreement made between you (the “Client”) and Arrowhead Canine, LLC (the “Company”) subject to the Terms and Conditions contained herein (the “Agreement”). The Agreement is for Company to provide services only, not for selling any products. Client understands that Company is not a veterinary clinic and does not offer veterinary services. Company will collect, freeze, and store canine semen from Client’s dog, and Client authorizes Company to do this at Client’s own risk. The semen will be available for you to use or ship following standard procedures, in accordance with this Agreement.

I. PAYMENT TERMS

1. Payment is due at the time of service, unless Client has an approved monthly payment plan.
2. Initial fees cover collection, freezing, and the first year of storage.
3. Additional fees apply for storing and shipping semen, including preparation, tank rental, and actual shipping costs. Company will endeavor to obtain Client’s consent prior to incurring such charges; however, if it is impracticable for Company to obtain Client’s prior consent, Client authorizes Company to incur such expenses on Client’s behalf and Client agrees to immediately reimburse Company for any such additional charges immediately upon being receipt of an invoice from Company.
4. All prices may change without notice.
5. Late payments will incur a 1% interest fee per month plus a \$5.00 late fee each month payment is not received.
6. After 90 days of non-payment, accounts become inactive, requiring a reactivation fee. Inactive accounts may be referred to a collection agency.
7. Client agrees to notify Company immediately of any changes in Client’s address, contact information, or ownership of the semen.

II. SHIPPING TERMS

1. Client understands and agrees that while Company stores Client’s canine semen, Client maintains full ownership and control over it. Client may request pickup or shipment of your semen at any time by providing Company with advanced written notice at least three (3) business days prior to Client’s desired pick up date. Client acknowledges that Client’s account must be paid in full for the semen to be released, and Company can place a lien on the semen if there are unpaid balances.
2. Client agrees to use Company’s shipping tank or a shipping tank provided by Client for pickup or shipment. Once Client or Client’s authorized agent takes possession of the semen or it is shipped per Client’s instructions, Client assumes full responsibility for its safety and preservation. Company is not liable for any damage to the semen once it is removed for shipment or use, and Client agrees to read all forms and instructions provided by Company.

III. INSURANCE

1. Client Responsibility: Client understands and agrees that it is Client's sole responsibility to obtain insurance for any shipment of semen. Any insurance that Company obtains only covers Company's shipping container, not Client's canine semen.
2. Shipment Insurance: Client acknowledges that Company does not provide insurance coverage for the canine semen during shipment, storage, or handling. Client is solely responsible for obtaining appropriate insurance coverage for the full value of the semen.
3. Proof of Insurance: Upon request, Client shall provide Company with certificates of insurance evidencing the required coverage for shipments.
4. Waiver of Subrogation: Client hereby waives any right of recovery against Company for any loss or damage to the extent that such loss or damage is covered by insurance maintained by Client.

IV. MULTIPLE OWNERS

1. Client understands and agrees that if semen has multiple owners, each owner can individually authorize its shipment and use. Client agrees to indemnify and protect Company and its directors, officers, employees, agents, subsidiaries, affiliates, successors, and permitted assigns from liability for owner disputes.

V. DISCLAIMER OF WARRANTIES

1. ALL SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE.
2. COMPANY SPECIFICALLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE.
3. CLIENT ACKNOWLEDGES THAT CANINE SEMEN IS A BIOLOGICAL MATERIAL THAT NATURALLY DETERIORATES OVER TIME EVEN WHEN PROPERLY STORED, SPERM CELLS WILL EVENTUALLY DIE, AND THE LIFETIME OF SPERM CELLS VARIES BY DOG AND CANNOT BE PREDICTED. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE VIABILITY, QUALITY, OR ABILITY OF THE SEMEN TO RESULT IN CONCEPTION.
4. CLIENT ACKNOWLEDGES THAT COMPANY DOES NOT WARRANT OR GUARANTEE THAT FROZEN SPERM WILL BE VIABLE WHEN THAWED FOR INSEMINATION, AND COMPANY SHALL NOT BE LIABLE FOR DIFFERENCES IN THAWING RATES OR SEMEN QUALITY AS ASSESSED BY THE INSEMINATOR.
5. COMPANY DOES NOT WARRANT OR GUARANTEE THAT: (A) THE SERVICES WILL MEET CLIENT'S SPECIFIC REQUIREMENTS OR EXPECTATIONS; (B) THE SERVICES WILL RESULT IN ANY PARTICULAR OUTCOME; OR (C) THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

6. CLIENT ACKNOWLEDGES THAT CLIENT IS NOT RELYING ON ANY REPRESENTATIONS BY COMPANY IN EXECUTING THIS AGREEMENT ASIDE FROM THE REPRESENTATIONS CONTAINED IN THIS AGREEMENT.

VI. FORCE MAJEURE

1. Neither party shall be held responsible for delays or non-performance caused by activities or factors beyond its reasonable control, including, without limitation, war, inclement weather, strikes, lockouts, fires, pandemics, epidemics, local disease outbreaks, public health emergencies, communicable diseases, quarantines, governmental regulations or controls, acts of God, terrorism, or any similar or dissimilar events that render performance of this Agreement impracticable or impossible by law.

VII. LIMITATION OF LIABILITY

2. CLIENT AGREES THAT COMPANY'S LIABILITY AND THAT OF ITS OWNERS, EMPLOYEES, OR AGENTS SHALL NOT EXCEED THE TOTAL PAYMENT MADE UNDER THIS AGREEMENT.
3. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, REPLACEMENT COSTS, OR OTHER ECONOMIC LOSS.
4. THIS LIMITATION APPLIES TO ANY CLAIMS, LOSSES, EXPENSES, INJURIES, OR DAMAGES ARISING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ISSUES LIKE BREACH OF CONTRACT, NEGLIGENCE, ERRORS, OR OTHER REASONS THAT ARE NOT INTENTIONAL MISCONDUCT.
5. CLIENT AGREES NOT TO HOLD COMPANY LIABLE FOR ANY LOSS OR DAMAGE TO THE SEMEN DUE TO EVENTS OUTSIDE COMPANY'S CONTROL, INCLUDING BUT NOT LIMITED TO FIRE, EARTHQUAKES, FLOODING, WEATHER, POWER OUTAGES, THEFT, VANDALISM, INCORRECT INSEMINATION, OR SHIPPING ACCIDENTS.

VIII. INDEMNIFICATION

1. Client shall indemnify, defend, and hold harmless Company and its directors, officers, employees, agents, subsidiaries, affiliates, successors, and permitted assigns (individually and collectively, the "Indemnified Parties") from and against any and all losses, costs, damages, liabilities, claims, judgments, penalties, fines, expenses (including reasonable attorneys' fees), and settlements of any kind arising out of or relating to:
 - a. Client's breach of any representation, warranty, covenant, or obligation under this Agreement;
 - b. Client's negligence or willful misconduct;
 - c. Any dispute between Client and any third party regarding ownership or use of the canine semen;
or
 - d. Any claim that the Company's services caused damage, injury, or loss.
2. In connection with the indemnification obligations set forth herein, Client shall not enter into any settlement with any Indemnified Party without the Company's prior written consent.

IX. ABANDONMENT DUE TO NON-PAYMENT

1. Client acknowledges and agrees that failure to pay any account balance in full within ninety (90) days of the date such payment becomes due shall constitute abandonment of all semen stored by Company.
2. Upon such abandonment, all rights, title, and interest in and to the abandoned semen shall automatically transfer to and vest in Company without further notice, action, or documentation required.
3. Client expressly waives any and all rights to abandoned semen, including but not limited to ownership rights, possessory interests, and rights to direct the use or disposition of such semen.
4. Following abandonment as described in Section 6.1, Company shall have the absolute and unrestricted right to use, transfer, dispose of, or otherwise deal with the abandoned semen in any manner Company deems appropriate in its sole discretion, including but not limited to:
 - a. Disposal or destruction of the semen;
 - b. Use of the semen for research or educational purposes;
 - c. Sale or transfer of the semen to third parties;
 - d. Use of the semen for artificial insemination services; or
 - e. Any other use permitted by applicable law.
5. Company shall have no obligation to account to Client for any proceeds or benefits derived from Company's use or disposition of abandoned semen.
6. As a courtesy only, and not as a condition to the effectiveness of the abandonment and transfer provisions herein, Company may, but shall not be required to, provide written notice to Client of the pending abandonment prior to the expiration of the ninety (90) day period.
7. Company shall maintain appropriate records documenting the abandonment of semen pursuant to this provision.
8. Client agrees that Company shall have no liability whatsoever to Client or any third party for any use, transfer, or disposition of abandoned semen.
9. Client hereby releases and forever discharges Company from any and all claims, demands, damages, actions, causes of action, or suits of any kind or nature whatsoever arising from or related to abandoned semen.

X. WAIVER OF CONSUMER RIGHTS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES ACT REMEDIES

1. **WAIVER OF CONSUMER RIGHTS.** CLIENT HEREBY WAIVES ANY AND ALL RIGHTS, REMEDIES, AND PROTECTIONS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ. , TEXAS BUSINESS AND COMMERCE CODE ("DTPA"), A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS.

2. **ACKNOWLEDGMENT OF WAIVER.** CLIENT ACKNOWLEDGES AND AGREES THAT :
- a. CLIENT HAS ASSETS OF \$25 MILLION OR MORE OR IS OWNED OR CONTROLLED BY A CORPORATION OR ENTITY WITH ASSETS OF \$25 MILLION OR MORE, OR CLIENT HAS KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS THAT ENABLE CLIENT TO EVALUATE THE MERITS AND RISKS OF THE TRANSACTION, OR CLIENT HAS CONSULTED WITH AND IS REPRESENTED BY AN ATTORNEY OF CLIENT'S SELECTION IN CONNECTION WITH THIS TRANSACTION, OR CLIENT IS A BUSINESS CONSUMER ACQUIRING SERVICES THAT DO NOT COST MORE THAN \$500,000;
 - b. CLIENT VOLUNTARILY CONSENTS TO THIS WAIVER;
 - c. CLIENT IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION; AND
 - d. CLIENT HAS HAD AN ADEQUATE OPPORTUNITY TO REVIEW THIS PROVISION WITH LEGAL COUNSEL OF CLIENT'S CHOOSING.
3. **SCOPE OF WAIVER.** THIS WAIVER APPLIES TO ALL SERVICES PROVIDED BY COMPANY UNDER THIS AGREEMENT. CLIENT EXPRESSLY WAIVES CLIENT'S RIGHTS TO RECOVER ANY DAMAGES OR REMEDIES UNDER THE DTPA, INCLUDING WITHOUT LIMITATION, TREBLE DAMAGES FOR VIOLATIONS OF THE DTPA.
4. **SURVIVAL.** THIS WAIVER SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.
5. **SEVERABILITY.** IF ANY PORTION OF THIS WAIVER IS DEEMED INVALID OR UNENFORCEABLE, THE REMAINING PROVISIONS SHALL CONTINUE IN FULL FORCE AND EFFECT TO THE MAXIMUM EXTENT PERMITTED BY LAW.
6. **INTEGRATION WITH OTHER PROVISIONS.** THIS WAIVER IS IN ADDITION TO, AND NOT IN LIEU OF, THE DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITY, AND OTHER PROVISIONS CONTAINED ELSEWHERE IN THIS AGREEMENT.

XI. GOVERNING LAW AND JURISDICTION

1. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any choice of law or conflict of law provisions.
2. Any dispute arising under or related to this Agreement shall be filed exclusively in the Circuit Court of San Jacinto County, Texas, and Client consents to the personal jurisdiction of such court.
3. The limitations period for any claims arising from or related to this Agreement is one year from the date the cause of action accrues; any claims filed after this period will be barred by limitations. This one-year limitation period applies to both Client and Company and overrides any other applicable limitation periods.

XII. MISCELLANEOUS PROVISIONS

1. This Agreement constitutes the entire understanding between the Client and Company regarding the subject matter hereto and supersedes all prior negotiations, understandings, and agreements, whether oral or written.

2. By signing this agreement, Client represents that Client is the owner of the dog and/or semen specimen, or is an authorized agent of the owner, and Client has full capacity and authority to execute this Agreement.
3. This Agreement binds the Client, their heirs, successors, and the Company and its successors.
4. This Agreement cannot be assigned to others without written consent from both parties.
5. If any part of this Agreement is deemed unenforceable, the remaining provisions shall continue in full force and effect.
6. Waivers of any provision must be in writing and signed by both parties.
7. Modifications to this Agreement require written consent from both parties.

SEMEN OWNER

Signature: _____

Date: _____

PAYMENT INFORMATION:

Signature of Cardholder:

Cardholder Name Print: _____

Credit Card Number: _____ - _____ - _____

Exp Date: ____/____/____ CCV#: _____ Zip Code: _____