

### FROZEN SEMEN STORAGE AGREEMENT

This agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

#### Between

Maraboon Rural Veterinary Services ABN 69 667 873 912 (MRVS) and the following 'owner of the semen' or 'authorised agent of the semen' being:

Name: \_\_\_\_\_ ABN/ACN: \_\_\_\_\_

Address: \_\_\_\_\_ Postcode: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

MRVS and the owner agree as follows;

1. Semen is defined as equine semen that is currently cryogenically stored in 0.5ml or 0.25ml straws and able to be thawed for artificial insemination. Semen should arrive in good order.
2. This agreement becomes binding once the client has completed and signed this agreement, the semen has arrived at the storage facility at 221 Talafa Road Emerald QLD 4720, and the semen is determined to be in a viable condition.
3. MRVS will store frozen semen for \$40 per month (1-100 straws) or \$60 per month (101-500 straws), or part thereof, and understand the amount may change without notice.
4. The owner agrees to pay the semen storage charges as invoiced, due on receipt, and acknowledges that there will be a 15% per month interest charge until the payment is received in full. At 90 days outstanding amounts may be subject to legal action and all fees involved will be charged to the owner.
5. If payment is not received within six (6) months from the invoice date, the semen will be considered abandoned and MRVS will become the owner of the semen and reserves the right to dispose of the semen as MRVS sees fit, in its absolute discretion. Any failure of MRVS to charge interest shall not be considered as a waiver of any right to claim that interest or further charge for interest. The owner agrees to pay all debt recovery fees, charges including all legal fees, costs and disbursements on a full indemnity basis.
6. MRVS disclaims any liability for animal illness, disease, injury or death arising indirectly or directly from the storage, delivery or use of frozen semen and makes no guarantee, whether express or implied, as to fertility success from the use of frozen semen.
7. Any loss or damage to stored frozen semen from any cause, during its delivery shipment or storage is the responsibility of the owner and the owner shall indemnify and continue to indemnify MRVS from any claim, demand, damage, cost, expense, loss or liability including any legal costs on a full indemnity basis arising out of the delivery, shipping, storage and use of the frozen semen from MRVS.



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8. The owner understands that MRVS are not responsible for having any semen stored in its facilities insured and if the owner requires the semen to be insured, MRVS recommends they seek their own insurance for the semen.
9. 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. This agreement will be valid until the final straw is used or departed.
10. By signing below, the Client agrees to the terms set out by Maraboon Rural Veterinary Services in relation to this contract.

**Printed name of the owner/authorised agent:** \_\_\_\_\_

**Signed by owner/authorised agent:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed name MRVS:** \_\_\_\_\_

**Signed by MRVS:** \_\_\_\_\_ **Date:** \_\_\_\_\_