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### Contract/Disclaimer – Frozen Semen Storage

This agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ 201\_

#### **Between**

Belvoir Equine Clinic Pty Ltd (referred to as “BEC”)

#### **And**

The “Owner” or “Authorised Agent” (referred to as “Owner”) of the semen being:

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

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

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

Name of Stallion: \_\_\_\_\_

BEC and the Owner agree as follows:

1. BEC will store frozen semen for \$30.00 per month per client. An initial admission charge of \$60.00 per stallion will be invoiced upon receipt of the semen and a dispatch fee of \$75.00 to be invoiced for any semen leaving the premises.
2. The Owner agrees to pay the semen storage charges as invoiced quarterly within the current terms and conditions of the BEC statement. The owner acknowledges that account fees and or interest will accrue as set out on the BEC statement if payment is not received within the current terms. Any payments outstanding after a period of one (1) year from the invoice date will result in the semen being considered abandoned and BEC will become the owner of the semen. BEC then reserves the right to dispose of the semen as BEC sees fit, in its absolute discretion.
4. Any failure of BEC to charge interest shall not be considered as a waiver of any right to claim that interest or any further charge for interest.
5. The Owner agrees to pay all debt recovery fees, charges including all legal fees, costs and disbursements on a full indemnity basis as required.
6. BEC 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 BEC 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 form BEC.
8. The Owner acknowledges having received a copy of these terms.

Signed by the Owner or Authorised Agent: \_\_\_\_\_ Date: \_\_\_\_\_

Signed by Belvoir Equine Clinic: \_\_\_\_\_ Date: \_\_\_\_\_

Person responsible for fees and charges under this agreement:

Full Name: \_\_\_\_\_

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

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

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