

BRITTMOORE ANIMAL HOSPITAL
1236 Brittmoore Rd.
Houston, Texas 77043
713.468.8253 Office
713.468.8995 Fax

PLEASE FILL OUT THE FOLLOWING PAPERS REGARDING YOUR STUD DOG
TO HELP US WITH OUR SEMEN FREEZING PROCEDURES

1. Contract for storage of frozen semen (*enclosed*) – please read both pages, complete and sign.
2. Telephone authorization form (*enclosed*) – please complete and sign whether accepted or declined.
3. Stud Health History Record (*enclosed*) – please complete both pages.
4. Fill out first two sections of the AKC Frozen Semen Collection Statement.
5. Record of Collection ownership which must be signed by all co-owners listed on Registration Certificate and designate ONE individual as collection owner. (*This individual will be responsible for releasing semen AND all financial obligations to BAH.*)

PLEASE SUPPLY US WITH THE FOLLOWING INFORMATION

1. A copy of the registration certificate.
2. A copy of the most recent canine brucellosis test, (*result must be within the past six (6) months.*) If this has not been done, we will run this test on the day of your freeze.
3. If your dog is micro-chipped, provide a microchip ID number.
4. A copy of your dog's AKC DNA profile (*if available*). If this has not been done, we will do this test on the day of your freeze. Please provide \$50.00 written as a separate check to AKC or credit card information as you complete the AKC DNA submission form.

LETTER OF AUTHORIZATION

To be signed by the collection owner if different from the stud owner.

I authorize a SYNBIOTICS representative to act as my agent, to release frozen semen from my stud dog(s) to be used for the insemination of a bitch or bitches that I have approved by telephone with SYNBIOTICS. I also authorize SYNBIOTICS to complete registration forms for this breeding. I understand that SYNBIOTICS may record this conversation if SYNBIOTICS so chooses.

SYNBIOTICS will confirm, in writing, each shipment verbally authorized by me.

This authorization will remain in effect until cancelled, in writing, by me.

Signed _____

Name (Please Print) _____

Address _____

Telephone (Home) _____

(Work) _____

Date _____

Witness _____

TO BE USED FOR VETERINARIAN:

Mother's Maiden Name _____

CONTRACT FOR CUSTOM COLLECTION AND FREEZING OF SEMEN

This is an agreement between Synbiotics Corporation ("Synbiotics"); and Dr. Kampschmidt, Brittmoore Animal Hospital, 1236 Brittmoore Rd., Houston, Texas 77043, a Doctor of Veterinary Medicine ("Veterinarian"); and

Name: _____

Address: _____

Telephone: Day (_____) _____

Eve (_____) _____

Who is referred to as "OWNER" and is the owner of the stud Dog(s) listed on Appendix A.

1. The OWNER wishes to have semen collected and frozen from the Dog(s) listed. The purpose of this agreement is to set forth the terms and conditions applicable to this and other services performed by Synbiotics and/or Veterinarian.
2. OWNER's Representations and Warranties
 - a. OWNER represent that OWNER is the sole OWNER of the Dog(s), or that OWNER is authorized by all others who may have an interest in each Dog to enter this agreement and to fulfill OWNER's obligations as described.
 - b. OWNER represents and warrants that the Dog(s) presented for collection is the Dog(s) described and named.
3. Authorizations to Synbiotics and/or Veterinarian OWNER authorizes Synbiotics or Veterinarian or its agents to do any or all of the following:
 - a. Conduct a physical examination of the Dog(s) which may include taking blood, semen, and urine samples and performing any such tests which Synbiotics and/or Veterinarian deems appropriate.
 - b. Conduct Antigen Mapping and/or DNA Fingerprinting of the Dog(s) in which, among other things, may enable Synbiotics or Veterinarian to positively identify each Dog and each Dog's offspring.
 - c. Collect semen from the Dog(s), examine the semen before and/or after freezing, and discard each Dog's semen if in the sole judgment of Veterinarian the semen cannot be successfully frozen.
 - d. Establish the number of sperm cells required for one breeding and the acceptable breeding procedure, which items can be changed from time to time by Synbiotics without prior notice.
 - e. Transfer semen from the original site of collection and freezing to another long-term storage facility of Synbiotics. OWNER shall be notified if semen is transferred from original site of collection and freezing.
4. Undertakings by OWNER hereby agrees that:
 - a. OWNER will deliver Dog(s) for Semen Collection and Physical Examination at a time and place mutually agreeable to Veterinarian and OWNER.
 - b. OWNER will deliver satisfactory proof of Registration, two color photographs of each Dog (front and side views), and a description of any other identifying marks or tattoos to be listed on Appendix A.
 - c. If the place for collection has boarding kennel service available, OWNER may elect, at OWNER's expense, to board Dog(s) during collection period. OWNER authorizes Veterinarian to undertake, at OWNER's expense, emergency care in which Veterinarian deems appropriate. In the event that any Dog dies or his value is reduced while in the care of Synbiotics or Veterinarian, Synbiotics's and

Veterinarian's aggregate maximum liability shall be \$500.00 unless otherwise noted on Appendix A.

- d. For ten (10) days prior to the collection period and during the collection period, OWNER will not permit Dog(s) to conduct natural breedings, or to have semen collected.
- e. OWNER will comply with the record keeping requirements of the American Kennel Club or any other registration body with which Dog(s) is registered. The AKC regulations are attached as Appendix A.
- f. When OWNER contracts for a breeding using semen held by Synbiotics or Veterinarian, OWNER will give as much advance notice as possible to Synbiotics or Veterinarian in order to arrange shipping in the most economical fashion. Synbiotics suggests at least two weeks notice for domestic breedings and longer for international shipments.
- g. OWNER will negotiate directly with the bitch owner, and collect any breeding fee.
- h. Semen collection, evaluation, freezing and storage charges, as listed in Appendix C.

5. Extent of Obligation & Limitation of Liability

- a. Synbiotics or Veterinarian makes no representation or warranty that a successful whelping will result from any breeding. Synbiotics strongly suggests that OWNER use Synbiotics trained veterinarians to conduct inseminations with frozen semen to maximize the chances of a successful breeding.
- b. Synbiotics and Veterinarian shall exercise reasonable care in collecting semen and examining the Stud 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 or Veterinarians shall not be responsible for loss of accidental thawing of semen, which results from storage tank failure, from any act by non-employees or agents of Synbiotics or Veterinarian unless such acts constitute gross negligence, or from any other cause beyond the reasonable control of Synbiotics or Veterinarian. If such event occurs, Synbiotics or Veterinarian's sole liability will be to return any prepaid fees.

6. General

- a. The laws of the State of California shall govern this agreement.
- 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 representative, heirs, legal representatives, and successors.

In Witness whereof, the undersigned have executed this Agreement effective this date.

Synbiotics Corporation:

Owner:

Signed: _____

Signed: _____

Name: _____

Name: _____

Date: _____

Date: _____