



INTERNATIONAL CANINE SEMEN BANK - OREGON
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Reactivation Authorization Form

This form is required for our files. Please read, complete and sign at the BOTTOM of this page and on the BACK of this page. RETURN TO ICSB-OREGON at the address above.

Date: _____

I hereby authorize International Canine Semen Bank – Oregon to reactivate and continue the storage of the semen on the following dog:

Full Registered Name Of Dog:

Other names for this Dog (Call Name): _____

Registry: _____ **Registration Number:** _____ **DNA Number:** _____

Breed: _____

Printed names of ALL Owner and Co-owner(s):

SIGNATURE(S) of Owner and Co-Owner(s):

Mailing Address: _____

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

Phone Number: _____ **Alt. Phone Number:** _____

E-mail Address: _____

In the event of my death or permanent incapacitation, I transfer all frozen semen from the above dog to:

Name: _____

Address: _____

Phone: _____

Email: _____

(PLEASE SIGN AND DATE 2ND PAGE)

Semen Reactivation Authorization Form Page 2

Please read the following statement and sign below:

International Canine Semen Bank – Oregon (ICSB-OR) agrees to reactivate the account and continue storage of the canine semen from the above dog. ICSB-OR shall not be held liable or responsible to any outcomes produced by the frozen semen from the above dog. This applies to any and all claims, losses, expenses, injuries, or damages arising out of or in any way related to this frozen semen by reason of any act or omission, including breach of contract, negligence, errors, omissions, strict liability, breach of warranty or any reason whatsoever.

The frozen semen will be available to the semen owner(s) for use/shipping following standard procedures, instructions to be supplied to the semen owner after the semen is reactivated. Payment is due at the time of reactivation, unless a monthly payment plan is requested/approved.

Late payment is subject to a 1% per month (12% APR) interest and \$5.00 late fee per month. After 90 days of non-payment, the account will be placed in inactive status. A charge for reactivation will be made. After this occurs the frozen semen will be subject to disposal and/or ownership will be given to ICSB for use as ICSB sees fit. This may include sale or transfer of ownership of the frozen semen by ICSB. The account balance will be submitted to a collection agency for collection. Accounts must be current in order for frozen semen to be released. It is my responsibility to ensure my account remains current with ICSB. Any change of address or phone number needs to be provided to ICSB immediately.

ICSB Fees for semen storage are charged at the time of reactivation and on an annual basis for storage. There are additional fees charged by ICSB when the stored semen is shipped for breeding or transfer. These fees are usually termed shipping preparation, shipping tank rental, and actual shipping charges to ship the semen to its destination and for the return of our empty tank.

Sperm cells will eventually cease living, but no one knows or can predict when this will occur, and it can vary from dog to dog. ICSB-OR shall not be held liable for, and cannot guarantee conception from, frozen canine semen. Nor can ICSB-OR guarantee that the frozen sperm cells will be viable at the time of thawing for insemination.

In the event of loss or damage of frozen semen due to natural causes due to weather, fire, storage/shipping tank failure, incorrect semen being inseminated or shipping tank accident/damage, ICSB would not be held liable for the loss or the replacement value of the frozen semen or costs involved in freezing and storing the semen.

***(NOTE: If this dog is owned by more than one owner and the person completing this authorization form wishes to be the sole owner of this frozen semen, a TRANSFER OF OWNERSHIP form must be completed and returned to ICSB by each owner/co-owner, agreeing to transfer the ownership of this frozen semen to the owner/co-owner wishing to be sole owner of this semen.)**

ICSB is required to have a copy of the dog's registration on file. If the registration is not provided at time of collection the owner is responsible for getting it to ICSB.

LIMITATION OF LIABILITY

In any event, ICSB's liability, as well as that of any of its principals, employees or agents, if determined, shall not exceed the total compensation received by ICSB under this agreement. This limitation of liability applies for any and all claims, losses, expenses, injuries or damages, arising out of or in any way related to the performance of this agreement by reason of any act or omission, including breach of contract, negligence, errors, omissions, strict liability, breach of warranty or any reason whatsoever, not amounting to a willful, wanton or intentional wrong. This limitation of liability includes, but is not limited to claims for lost profits, loss of use, costs of replacement special damages and/or indirect or consequential damages whatsoever, caused by ICSB, its principals, employees or agents.

In the event that any dispute arises between the parties to this agreement, you agree that the dispute shall be governed by laws of the State of Oregon, USA, without regard to any conflict of law provisions and you agree to the exclusive personal jurisdiction and venue in the state and federal courts located in City of Portland, Oregon, USA.

In the event of any lawsuit or claim being made to enforce the terms of this agreement, the prevailing party in such lawsuit or claim shall be entitled to an award of their reasonable attorney fees and costs.

This authorization form replaces all previous authorization forms for the named stud dog in this document.

By my signature below, I authorize International Animal Semen Bank, Inc, dba International Canine Semen Bank (ICSB) – Oregon to perform services for me. I agree to all statements made in this document preceding my signature below. I understand ICSB does not guarantee fertility or successful fertilization. I also understand ICSB is not responsible for services rendered by non-ICSB individuals or entities. My payment for ICSB services is due at the time of the service. Other charges may be applied to my provided payment information at a later date, if additional services are necessary. ICSB may or may not notify me of these additional charges prior to charging my provided payment information. I agree to any fees ICSB charges to my provided payment information to be made without informing me. I further state that ICSB has offered to provide an estimate of these charges to me. In the event that I initiate a chargeback, or a check bounced, I understand I will be charged additional fees. If ICSB has to prove in any way that I authorized the use of my provided payment information, I will incur additional fees from ICSB any time they are required to prepare a response to my chargeback. I also agree that any person I allow to access my frozen semen at ICSB, or any person that pays fees billed to my account at ICSB will be guaranteed by me. Any person I ask ICSB to bill on my behalf will be informed by myself of fees or charges made by ICSB. If the person reverses any charge at ICSB, I will be held liable for reimbursement to ICSB immediately. It is my responsibility to ensure ICSB is paid for all services performed by or charged through ICSB to my account at ICSB.

Sign and Date Below:

Signature: _____ Date: ____ / ____ / ____