



Consent/Agreement for Cryopreservation and Storage of Semen

I, _____ have willingly decided to store my semen in the Cryopreservation facility (Sperm Bank) of the Fertility Center of California, herein referred to as FCC. I have been informed that there are no guarantees that my semen will withstand freezing or that a pregnancy will occur if my semen is used for Insemination in the future. I understand that this Agreement is for the storage of semen only, and that my semen will not be used for any purpose other than that authorized by me and any change to this authorization has to be in a form of a notarized letter or I must appear in person to protect my rights as a client of FCC.

Upon thorough consideration of all aspects of semen Cryopreservation and its usage for Artificial Insemination (AI) in the future, I further understand and agree to the following Terms and Conditions:

1. It is my understanding that FCC will analyze, process, store and maintain any and all of my semen specimens for which I have paid a fee in its non-electrical storage tanks until the date shown below, see item number eight (8). If the vials are to be shipped to another facility, I will reimburse FCC for such a cost involved.
2. Neither FCC nor the doctor performing the act of AI can guarantee that a pregnancy will result from usage of any one or all semen samples stored by FCC in its storage tanks.
3. I am aware that if a pregnancy should occur from future use of any or all of my Cryopreserved semen, the same complications of pregnancy and childbirth could occur as with a pregnancy resulting from sexual intercourse. It is possible that the resulting child or children could be born abnormal, possess undesirable traits, hereditary tendencies, or any of the other problems or disabilities of children conceived by sexual intercourse.
4. Based on past and current knowledge in the field of Human Reproduction, FCC has recommended that I produce and store enough samples for monthly insemination therapy for a minimum of six months which, depending on the quality of my semen samples, translates into 3-6 semen samples. This assumption is based on the knowledge that a normal semen sample will result in at least two vials (each vial used for one AI) and each containing at least 15 million motile sperm following freezing and thawing.
5. Unforeseen occurrences such as natural disasters could result in the loss of one or all of my stored semen samples at FCC or any other Sperm Banking facility, and I understand that FCC and its staff cannot guarantee against all possible factors that might result in specimen loss, and therefore, I hold harmless FCC, its staff, consultants, heirs, directors, and/or owners under such circumstances.
6. In order for FCC to protect my rights, the destruction/continuation notice which will be mailed to me prior to the expiration date of this Agreement must be notarized if returned by mail if I do not choose to continue storage. No notarization is necessary if you personally appear at FCC to sign the destruction notification. If we do not receive your discontinuation notice within 30 days of the expiration date, the storage fees will continue to accrue and be payable until such notice is received. However, if I chose to continue storage, payment and the signed destruction or continuation notice is all that is required to be sent back to FCC.



7. Based on California Health and Safety Code #1644.5 (a), biological father (sperm donor) must be screened and tested for the following: HIV I, HIV II, HTLV - I, Syphilis, Hepatitis B Surface Antigen and Hepatitis C Antibody near or around the time of semen collection(s); therefore, FCC cannot accept any samples without having negative results for this screening available at our offices. I willingly authorize FCC to draw and test my blood for presence of above infectious agents. I understand and agree that if my blood tests positive for any or all of the above infectious agents, FCC reserves the rights to immediately dispose of all my fresh or frozen semen vial(s) in its possession. Thus, this terminates the Storage Agreement.

8. This Agreement is effective from _____ to _____. I have now been informed that unless I pay due storage fees and renew this Consent/Agreement on or before the above expiration date, FCC has the right to dispose/destroy all of my stored semen samples or turn the account to any collection agency. If the account is turned to collection, I agree to pay all costs of such a collection including any reasonable fees charged by the collection agency, costs for collection and reasonable attorney fees. All paid storage fees are not refundable. This contract is renewable upon payment of fees for a period of no less than one month. This Agreement is effective only through payment period as stated above. FCC will attempt to contact me by telephone number and/or certified letter based on the telephone number and address I have provided them today, and if for any reason I cannot be reached or choose not to respond, then FCC will reserve the right to dispose/destroy of all my stored semen vial(s) sixty (60) days following expiration of this Agreement. I understand it is my responsibility to notify FCC of any address or phone number changes. If FCC does not receive my discontinuation notice within thirty (30) days of the expiration date, the storage fees will continue to accrue at the current storage fees and be payable until such notice is received.

9. This Consent/Agreement contains nine (9) terms labeled 1-9, it is written on two (2) pages, and shall be governed by the laws of the State of California and shall be binding upon the parties hereto, their personal representatives, its estates, heirs and successors in interests.

Client Name:		Client signature:	
Parent/Guardian Name: <small>(if under 18 years of age)</small>		Parental signature: <small>(if under 18 years of age)</small>	
Client Address:			
Phone (Day):	Phone (Eve):	Email:	
FCC representative:		Notary Public (if no FCC rep):	