



Agreement for Using Donor Sperm

The Donor Sperm Agreement (“Agreement”) as described below, is entered into between the Fertility Center of California (FCC) and you (“Client”).

1. Donor Vial Quality

FCC is committed to providing quality donor vials and evaluates pre and post-thaw to determine current quality standards.

2. Purchasing

All purchases are final and there are no refunds or exchanges, except pursuant to the low-count vial policy. FCC sells donor reproductive tissues (sperm) that meet the guidelines defined by the Food and Drug Administration (FDA). All donors have been screened, quarantined, and released in manners consistent with FDA guidelines and recommendations. The client has a variety of sources available to access detailed information on every donor (website, in-office appointment, donor catalogs, donor questionnaires). All purchases are made over the phone with an FCC representative. Extended genetic testing is performed on donors and the results are available on the company website or a copy of the results can be requested. All donor sales are final.

3. Refund/Exchanges

The client may be reimbursed for the purchase of a donor sperm vial if all the guidelines are met in the low count specimen report form. Alternatively, donor vials can be replaced due to low count if guidelines in low-count specimen report are met. The replacement is for vial only, additional costs such as shipping, handling, or any other associated charges are not refunded or credited. Donor vials, at the sole discretion of FCC, may be purchased back from the client and all charges related to buy-back and all associated fees are subject to change. The client is responsible for the purchase of storage time, specimen fees, and shipping fees at the time of vial purchase. If a vial purchase does not result in the vial being shipped the Client is responsible for purchasing storage. Once a vial leaves FCC, whether picked-up by a client, representative of the client, or third-party courier, FCC cannot guarantee, cannot warrant, or guarantee any outcome including but not limited to post-treatment issues, pregnancy, miscarriage, or live-birth.

4. Storage

All vials purchased that are not shipped out the same day must have storage time purchased. Storage periods range from 1 month to 5 years and all current fees are listed on fertilityctr.com. All fees are subject to change and will be consistent with current rates and fees.

5. Release of Donor Vial(s)

Donor vials may be shipped, via a third-party carrier, or picked up in person, by a designee, or authorized courier. Each method of vial release will be accompanied by the appropriate form indicating the Client’s agreement with guidelines associated with vial transfer. All fees associated with vial release are listed on fertilityctr.com and are subject to change. Regarding shipping, all donor vials are deemed shipped when any third-party carrier picks up a vial from an FCC facility.

6. Changes Restricting or Preventing Donor Vial Release

Changes in donor screening guidelines or presentation of new genetic or medical history information may render some donor vials restricted or prohibited. In the event, donor vials have been restricted the client and client’s healthcare provider are required to complete a waiver of risk.

7. Donor Vials and Patient Care

The client is responsible for directing all questions to their fertility care provider regarding success rates, selection of donor based on infectious disease results and agrees that FCC is not responsible to provide such information.

8. Notification of Live Births

The client agrees to notify FCC of each live birth resulting from the use of any vial purchased from FCC. Failure of Client to notify FCC will result in offspring of the donor being barred from any potential contact to Client’s sperm donor.

Your Choice for Life™

6699 Alvarado Road, Suite 2208
San Diego, CA 92120
(619) 265-0102

www.spermbankcalifornia.com

12971 Newport Avenue, Suite 206
Tustin, CA 92780
(714) 730-3060

1-888-951-CRYO (2796)



Fertility Center of California
A Reproductive Tissue CryoBank

9. Waiving of Rights

The sperm donor is waiving ALL rights to any offspring born through assisted reproductive technologies (ART) procedures. He has waived his rights of parenthood including control or direction in the nurturing of the offspring and in return, the donor, shall have NO financial responsibilities or obligations towards any offspring at any time.

10. Arbitration

Any dispute, claim, or controversy which arises relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including but not limited to the determination of the scope or applicability of the parties' agreement to arbitrate, shall be determined by binding arbitration to take place in the County of San Diego, in the State of California, at the sole choice and discretion of FCC.

The client agrees to each of the below statements by initialing each item.

I agree not to attempt to obtain by ANY MANNER the identity and or location of my selected sperm donor. This includes asking family members or others to seek this information on my behalf. If provided to me in any fashion, I agree not to keep any written records or disclose the information to anyone.

Initials _____

I acknowledge that should I, anyone in my family, or friends, intentionally find or locate the identity of the sperm donor, the donor may pursue the appropriate legal action for breach of contract for up to 1 million dollars. By signing this document, I am attesting that I understand and agree without reservation to my liability with this donor.

Initials _____

I, the Client, will be the legal parent of the child(ren) born to Client with the use of donated sperm and will be responsible for their support and custody. The client may wish to consult legal counsel regarding co-parenting rights.

Initials _____

After my offspring reaches the age of majority (18 years of age), he or she can request contact with the donor through the FCC as described above. FCC staffing will attempt to complete one directed contact between the offspring and the donor after which it is entirely at the discretion of each party to continue such communication.

Initials _____

If the donor chooses to directly release his contact information to the offspring after an encounter arranged by FCC, then the FCC shall be held harmless against any, and all claims following that encounter.

Initials _____

The remedy provided in the Refund/Exchanges section pertaining to reimbursement is the only remedy available to the Client from FCC. FCC will not reimburse, compensate, or otherwise provide Client with any other remedies, even if Client's fertility procedure cannot be completed. In no event will FCC or its Affiliates be liable for special consequential, or incidental damages, including, without limitation, any costs or expenses associated with Client's fertility treatments or travel expenses related to treatment.

Initials _____

Neither FCC nor the treating provider can guarantee that a pregnancy or live birth will result from the ART utilization of the vial. Furthermore, neither FCC nor the treating provider can guarantee that any child born through ART with the utilization of this sperm will be of the desired sex and/or free of any mental and/or physical defects and thus, neither assumes the responsibility for the physical, mental and/or behavioral characteristics of any child/children born.

Initials _____

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All FCC products and services (including without limitation specimens and the collection, processing, testing, storing, freezing, thawing, and shipping of specimens) are provided "as is" without representation or warranties of any kind, either expressed or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and noninfringement, further, the client acknowledges and agrees to the following specific disclosures:

FCC does not warrant that specimens are free of genetic defects or diseases, that a pregnancy will result from the use of a vial, or that a child born using a frozen vial will be free of any disease or mental defects.

Initials _____

Genetics disease and infectious disease screening reduce the risk of transmitting inherited and infectious disease but does not eliminate the possibility.

Initials _____

FCC relies on information provided by its donors during the screening process and in preparing the donor catalog and other information. Although FCC takes reasonable efforts to confirm the accuracy of the donor descriptions and donor information, FCC does not make any representations or warranties regarding the correctness, accuracy, reliability, timeliness, or suitability of such information or the actual qualifications, characteristics, or descriptions of any donor.

Initials _____

I absolve and indemnify FCC including its owners, officers, staff, employees, and consultants of any lawsuits or claims arising from this action of utilizing these reproductive tissues under all circumstances.

Initials _____

FCC firmly desires to resolve all disputes arising hereunder without resorting to litigation to protect its respective business reputations and the confidential nature of certain aspects of their relationship. Accordingly, any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association, or such other arbitration association as FCC may select, in its sole discretion, in accordance with its Commercial Arbitration Rules, and judgment of the award rendered by the arbitrator or arbitrators shall be binding and conclusive on the parties and shall be kept confidential by the parties to the greatest extent possible.

Initials _____

This Agreement represents the entire agreement between FCC and Client concerning the subject matter; and there are no understandings, agreements, or representations other than as herein set forth. This Agreement may be modified only by writing signed by both parties.

Initials _____

This Agreement has been executed and delivered within the State of California and shall be governed by California law.

Initials _____

This Agreement may not be assigned, except by FCC to an Affiliate. This agreement will be binding upon the parties and their respective assignees, heirs, executors, and administrators.

Initials _____

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No Warranties / Limitations of FCC's Liability

Reproductive medicine and working with human reproductive tissues involve risk, uncertainties, and costs. FCC takes responsibility for addressing some of those risks, but not all of them. Our purpose of this document is to define clearly what FCC is offering and, perhaps more importantly, what FCC is not offering.

Initials _____

Except for the Quality Standard Guarantee, vials are provided "as is" with no warranties of any kind, express or implied, including without limitation the implied warranties of merchantability and fitness for a particular purpose.

Initials _____

Except for the specific remedies described in the Agreement, FCC will not provide any compensation, refund, or reimbursement for a sub-standard vial, a shipment delay or failure, a canceled or unsuccessful cycle, or for any other reasons or in any other circumstance.

Initials _____

In effect for 1 year only from the date of signing

Name:	_____	print (owner)	date:_____
Signature:	_____	(owner)	

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