



**RECIPIENT/ COUPLE  
BANKING AGREEMENT- Directed Donor**

The Fertility Center of California (FCC) and \_\_\_\_\_  
(Recipient, hereby referred to as Client) agree to bank directed donor sperm according  
to the following contract:

Directed Donor Name \_\_\_\_\_

Donor's Relationship to Recipient/ Client \_\_\_\_\_

**A. FEES**

**1. Deposit Fee**

This fee is set forth in the attached Fee Schedule. In consideration of payment of such fee, FCC agrees that it will:

- a. Receive directed donor's specimen.
- b. Test directed donor's specimen for motility and number of spermatozoa pre-freeze and post-thaw.
- c. Freeze the specimen.

**2. Annual Storage Fee**

This fee is set forth in attached Fee Schedule. This fee may be changed by FCC at any time with written notice to the Client. This fee covers the maintenance and storage of the specimen for a one (1) year period, and it is to be paid in advance of said maintenance and storage and it is non-refundable. Client has fifteen (15) days from the annual renewal date to notify FCC (see #4) of the desire to discard the specimen(s). After 15 days, the annual storage fee is accrued and will not be pro-rated.

**3. Withdrawal Fee**

Upon payment of this fee, receipt of such forms as FCC shall prescribe to Client, and upon ten (10) days prior written notice to FCC, FCC will deliver to Client's physician, the portion of the specimen which such physician requests.

**4. Discard Fee**

Upon payment of this fee and receipt of such forms as FCC shall prescribe to Client, FCC will discard the specimen(s) as directed by the client. Annual storage fees will be applied until all paperwork (notarized form/letter) and fee for discard is received by FCC.

Consent for Use of Directed Donor  
Version 07242015

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**Your Choice for Life™**

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San Diego, CA 92120  
(619) 265-0102

[www.spermbankcalifornia.com](http://www.spermbankcalifornia.com)

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(714) 730-3060

1-888-951-CRYO (2796)



**Fertility Center of California**  
A Reproductive Tissue CrvoBank

**B. DUTIES**

Although FCC shall act solely as the agent of the Client according to the terms of this agreement, all rights of the Client under this agreement may, at FCC's discretion, terminate upon Client's failure to pay FCC its appropriate fees or to breach this agreement in any other manner. FCC shall be under no obligation to continue to perform any duty imposed by this agreement upon Client's breach of the agreement.

**C. NO WARRANTY**

The Client acknowledges that neither FCC nor any of its officers, directors, shareholders, executives, employees or consultants has made any other representations or warranties to the Client of any kind or nature, including, without limiting the generality of the foregoing. Any representations or warranties with respect to (i) the viability or motility of the Client's frozen sperm cells, (ii) the possibility of the successful use of the Client's frozen sperm cells at any time, (iii) the lack of risk of a birth defect or miscarriage after artificial insemination through the use of the Client's frozen sperm cells, (iv) the possibility of the lack of complications in pregnancy and delivery after artificial insemination through the use of the Client's frozen sperm cells, (v) the infallibility of FCC's liquid nitrogen-cooled refrigerators or any other of FCC's equipment or (vi) the competence of any of FCC's executives, employees or consultants. The Client further acknowledges and understands that the viability, motility and capacity to fertilize of frozen sperm cells varies from specimen to specimen and may deteriorate with age and that no guarantee of any kind can be made with respect to the possibility of the successful use of frozen sperm cells for the purpose of artificial insemination or ART procedures.

**D. NON-PERFORMANCE**

The Client agrees that neither FCC nor any of its officers, directors, shareholders, executives, employees or consultants shall be liable for any destruction or damage to, or misuse of the specimen in a frozen state, the improper withdrawal, thawing and/or delivery or any other matter, cause or thing is caused by or results from the gross negligence of FCC. Without limiting the generality of the foregoing, neither FCC nor any of its officers, directors, shareholders, executives, employees or consultants shall be liable for any destruction or damage to, or misuse or improper testing, freezing and maintenance, storage, withdrawal, thawing and/or delivery caused by or resulting from any malfunction of the liquid nitrogen-cooled refrigerator, and failure of utilities, any strike, cessation of services or other labor disturbance, any fire, earthquake, water or other acts of God.

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**E. DISPOSAL OF SPECIMEN**

Upon termination of FCC's obligations under this agreement for any reason whatsoever, FCC may dispose of the specimen(s) in any practicable manner, except that no specimen will be used without the Client's written consent, for the purpose of causing pregnancy by means of artificial insemination or ART procedure.

In the event of my (Client) death, or if I am rendered incapable of making any conscious decisions, am rendered mentally incompetent, I, the Client, direct the following disposition of the known donor's specimen: (choose one option-initials required)

\_\_\_\_\_ Discarded

\_\_\_\_\_ Transfer the control of specimen(s) to the directed donor for further delegation, discard, and/or personal use in accordance with all applicable state, federal, and local regulations.

***By choosing this option you agree to notify your directed donor of the disposition you have chosen above. In order to regain control of his specimens your donor must contact FCC within 30 days of the aforementioned event to proceed with his transfer choice.***

**F. USE OF SPECIMEN**

As part of normal storage and testing procedure a small aliquot (less than 0.5ml) of each specimen is thawed and tested to assess the quality of the frozen sperm. It is intended that the directed donor's specimen be used only for the purpose of artificial insemination or ART (assisted reproductive technology) procedures by a physician of the Client. FCC shall have no responsibility for the ultimate use of any portion of the specimen or for the method of artificial insemination or ART used. In no event shall FCC be required to release any portion of the specimen to any person other than the Client's physician or, after the Client's death, to any person, except in either case as otherwise directed by an order of the court of competent jurisdiction, or a last will and testament as indicated in this consent.

**G. ASSIGNABILITY**

This agreement is assignable by FCC to any individual, association, partnership or other corporation which is either providing a similar service or intends subsequent to such assignment to provide a similar service.

