

CONSENT/AGREEMENT FOR STORAGE OF SEMEN FROM ANOTHER SPERM BANK

I, _____, have willingly decided to store _____ (quantity of vials) of donor sperm, identification number _____, transferred from _____ in the cryopreservation facility (sperm bank) of the Fertility Center of California, herein referred to as FCC. I understand that this agreement is for the storage of the donor sperm only, and that the sperm will not be used for any purpose other than that authorized by me and any change to this authorization has to be in the 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 store and maintain any and all of my donor sperm in its non-electrical storage tanks for which I have paid a storage fee until the date shown below, see item 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 donor sperm, 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. 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.
5. In order for FCC to protect my rights, the Intent to Continue/Discontinue Storage 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 paperwork. If we do not receive your discontinuation notice within 30 days of the expiration date of the contract, the storage fees will continue to accrue and be payable until such notice is received. However, if I choose to continue storage, payment and the signed continuation notice is all that is required to be sent back to FCC.
6. I understand that payment is due at the end of the contract date even if I do not receive an Intent to Continue/Discontinue Storage notice, and the storage fee is due upon the end of the contract, not the notification date. I understand it is my responsibility to notify FCC of any change of address that would affect billing of my account.
7. All transferred vials must be received from a fully licensed (state and FDA) location, and must be screened and tested for donor insemination according to tissue bank specifications.
8. This agreement is effective from _____ to _____. I agree that I have been informed that unless I pay all 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 sperm vials or turn the account over to any collection agency. If the account is turned over to collections, 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, and this



contract is renewable only for the time period paid at the time of renewal. FCC will attempt to contact me by telephone numbers provided and/or certified letter based on current address on file with FCC, and if for any reason I cannot be reached or choose not to respond, then FCC will reserve the right to dispose/destroy all of the stored sperm vial(s) within sixty (60) days following the 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 (properly documented with notarization if by mail), 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. FCC reserves the right to not provide service if there are unpaid storage fees due at time of request for service.

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.

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| Client Name: _____ |
| Client Signature: _____ |
| Client Address: _____ _____ |
| Phone: Day: _____ Eve: _____ |
| FCC Representative: _____ |
| Notary Public (if not witnessed by FCC representative): |
| Name: _____ |
| Signature: _____ |
| Commission Expires: _____ |

