CONSENT FOR SPERM BANKING
(This is a eleven-page contract)

Fertility Center of California, hereby known as FCC and ________________________ (“Client”) hereby agree to bank client’s sperm / testicular tissue according to the following contract:

A. FEES

1. Deposit Fee
   This fee is listed in the attached fee schedule. In consideration of payment of such fee, FCC agrees that it will;
   a. Receive client’s specimen.
   b. Test client’s specimen for motility and number of spermatozoa both pre-freeze and a post-thaw test specimen.
   c. Freeze the specimen(s).

   Client initials: ________

2. Renewal Storage Fee
   This fee is listed in the 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. This fee is non-refundable. This agreement and the annual storage fee will automatically renew for successive one (1) year periods until such time that client agrees to a longer payment term, or until such time that the client provides written notice of their intent to terminate this agreement. Written notice to terminate this agreement must be submitted on FCC’s official discard form (see #4).
   Fees shall continue to accumulate until termination paperwork is completed, received and verified with notarization if required. Upon automatic renewal, service will be billed at the then current annual storage fee. Any notices provided hereunder shall be sent to the clients address on file, and any notice, correspondence, or billing directed to that address shall be presumed to have been received in the regular course of mail by the client. 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.

   Payment for annual storage is due each year on the anniversary date of the signing of this agreement. Payments not received within 30 days of the anniversary date shall be considered in default. Any and all products in default provide the unrestricted and lawful right of FCC to destroy these tissues by ethical means without the threat (implied or real) of any legal action.

   Client initials: ________

version 01/05/16 - page1
3. Additional Potential Fees
The storage of specimens from potentially infectious clients (clients for whom testing shows a potential for an infectious disease such as but not limited to hepatitis, STD's, AIDS, HIV requires additional safeguards and procedures. The undersigned understands and agrees that potentially infected and infected specimens will be stored in a separate vapor storage tank which is designed for potentially infectious specimens only.
  i. Specimens from clients who have tested positive for HIV will be stored in an HIV Only storage tank.
  ii. Specimens from clients with non-HIV potential infectious conditions may be stored in a separate non-HIV tanks and their specimens will be physically segregated by use of disease specific canisters.

The undersigned further understands that because of additional required precautions, storage fees and shipping fees will be higher than the fees charged to clients who are NOT potentially infectious.

The undersigned further understands that results for infectious diseases will be disclosed to the receiving physician and the recipient (spouse or sexually intimate partner) as part of an informed consent procedure before the specimens are used.

Client initials: __________

All clients requiring cryopreservation storage at FCC MUST have ALL of the necessary blood testing performed and recorded within a written report at the offices of FCC in San Diego or Tustin within 21 days of tentatively accepting your reproductive tissues.

Please note tissues tentatively accepted by FCC and not having the final blood test results in written acceptable format within 21 days:

4. will be charged an additional 150 dollars for handling and processing onetime fee plus extra additional yearly storage fees.
5. are subject to having their reproductive tissues destroyed solely determined by the staff of FCC immediately or any time after the 21 days of temporary acceptance

Client initials: __________
4. Withdrawal Fee
Upon payment of this fee, receipt of such forms as FCC shall prescribe to client, and upon fifteen (15) days prior written notice to FCC, FCC will deliver to client’s physician, the portion of the specimen which such physician requests.

Prior to the consideration of the shipping of any tissues, the client agrees to pay in full any outstanding charges. Additional shipping fees may apply and are the sole responsibility of the Client

Client initials: ________

5. Disposition of Tissue
At any time, clients may alter their disposition information, by securing disposition paperwork directly from FCC. The options for the disposition of reproductive tissues include:

- continued storage
- offering the tissue for research
- or destruction of the tissue
- donation to another patient as an anonymous donor provided all of the correct blood and paperwork can be acquired

FCC offers financial discounts for longer storage periods.

To have ANY tissues offered for research or destruction, a specific form provided by FCC will need to be completed and then:

1. notarized or,
2. presented for signature at our offices with a valid government issued picture ID, or
3. if ACTIVE military, your signature alone will suffice as it is a felony to impersonate an active member of the US military.

Upon verification of this form for disposition, FCC will complete the directives provided by either continuing storage, offering the tissue for research OR the ethical destruction of the tissue. Annual storage fees will CONTINUE to be applied and the Client fully responsible until all paperwork (notarized form/letter) and is received and validated by FCC. The destruction of tissue by FCC does not negate the storage fees accumulated today by the Client.

Client initials: ________
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.

Payments not received within 30 days of the anniversary date shall be considered in default. Any and all products in default provide the unrestricted and lawful right of FCC to destroy these tissues by ethical means without the threat (implied or real) of any legal action.

Client initials: 

C. NO WARRANTY
The client acknowledges that neither FCC nor any of its officers, directors, shareholder, 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 1) the viability or motility of the client’s frozen sperm cells or testicular tissue; 2) the possibility of the successful use of the specimen(s) at any time; 3) the lack of risk of a birth defect or miscarriage after artificial insemination or ART procedure with the use of the client’s specimen(s); 4) the possibility of the lack of complications in pregnancy and delivery after use of the client’s specimen(s) in artificial insemination or ART procedure; 5) the infallibility of FCC’s liquid nitrogen cooled refrigerators or any other of FCC’s equipment; 6) the competence of any of FCC’s executives, employees or consultants. The client acknowledges that the risks to the pregnancy as above, and complications with labor and delivery are the same following the use of frozen sperm or testicular tissue as that for pregnancy, labor and delivery after artificial insemination with fresh sperm, or by normal coitus. The client further acknowledges that he understands that the viability, motility and capacity to fertilize of the frozen sperm cells varies from specimen to specimen and may deteriorate with time in storage/age of the specimen, and that no guarantee of any kind can be made with respect to the possibility of the successful use of the banked cells or tissue for the purpose of artificial insemination or ART procedure.

Client initials: 

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)
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 of the specimen or any other matter, cause or thing, unless such destruction, damage, misuse, improper testing, freezing, maintenance, storage, withdrawal, thawing, and/or delivery or 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 destruction, damage, misuse, improper testing, freezing, maintenance, storage, withdrawal, thawing and/or delivery caused by or resulting from any malfunction of the liquid nitrogen cooled refrigerator, and failure of any utilities, any strike, cessation of services or other labor disturbances, any fire, earthquake, flood or any other acts of nature, or the failure of any other laboratory.

All long term storage of reproductive tissues has been insured by FCC in the amount of 10,000 dollars per family regardless of the number of tissues or types of tissues in storage. This insurance has been initiated in the case of natural disasters or acts of God other than acts of war.

Each Client should consider the value to them of their reproductive tissues and are strongly encouraged to purchase additional insurance at their cost from reputable insurance companies such as Brown and Brown, Inc.

Client initials: __________

E. DISPOSAL OF SPECIMEN
Upon termination of FCC’s obligations under this agreement for any reason whatsoever, especially in the case of any payment default (30 days from date due), FCC may dispose of the specimen(s) in any practicable and ethical 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.

Client initials: __________
F. USE OF SPECIMEN
As part of normal storage and testing procedure, a small aliquot (less than 0.5 ml) of each specimen is thawed and tested to assess the quality of the frozen semen. For testicular biopsy specimens, a test vial may not be thawed by FCC; thawing and testing may be reserved for the assisted reproductive technology (ART) laboratory that would be using this type of specimen in ART procedures. It is intended that the specimen be used only for purposes of the artificial insemination or in ART procedures by a physician of the client’s lawful spouse, intimate partner or third party surrogate. FCC shall have no responsibility for the ultimate use of any portion of the specimen or for the method of artificial insemination of 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 a court of competent jurisdiction, a last will and testament, as indicated below.

Client initials: __________

G. REPRODUCTIVE TISSUE FOR USE WITH SIP ONLY:
I, ____________________________ understand that my reproductive tissues are to be used exclusively with a SIP (sexually intimate partner) only. Under California Department of Public Health (CDPH) regulations, FDA required communicable disease testing must be performed (additional costs associated) at specific times which will mostly likely not be met and therefore it is highly improbable that my specimens could be used for reproductive purposes with a non-SIP. Furthermore, I understand that FCC is not responsible for the eligibility criteria of other facilities and that specimen(s) deemed eligible by FCC may not be accepted by the inseminating facility.

Client initials: __________

H. ADDRESS OR CONTACT INFORMATION CHANGES
I understand that it is solely my responsibility to notify Fertility Center of California in writing at 6699 Alvarado Road, Suite 2208, San Diego, CA 92120 within 10 days of any change in my address or any other contact information. After 10 days, FCC has the right to issue a surcharge fee of $100 to make any changes to your account. This is an attempt to ensure that FCC can contact you for any long term storage contracting or concerns.

Client initials: __________
I HAVE READ AND UNDERSTOOD THE FOLLOWING STATEMENT:

I understand that if I am misleading or misrepresenting my intended use of this specimen and it is discovered as such by any FCC staff member; my specimen will not be released to me and I WILL be responsible for payment of ALL services performed.

Client initials: ________

I. ASSIGNMENT IN CASE OF DEATH

In the event of my (client's) death, or if I am rendered incapable of making any conscious decisions, am rendered mentally incompetent, I, the client, transfer control of all my specimens as indicated below:

Choose one of the following options (option A or Option B):

☐ Option A. Be Destroyed. (Skip to section I. after signing Option A.)

I understand that in choosing this option I do not consent to posthumous (after death) conception via the use of my specimens banked with FCC. I further understand that this includes conception in the event of the other items as listed above (rendered incapable of making conscious decisions, or rendered mentally incompetent.)

Client signature if choosing Option A: __________________________

☐ Option B. Be Given to the Control of the Individual Designated Below:

Option B Part One:

I understand that in choosing this option I affirmatively consent to posthumous (after death) conception via the use of my specimens banked with FCC.

Client initials: ________

I understand that in choosing this option I affirmatively consent to conception, via the use of my specimens banked with FCC, if I am rendered incapable of making any conscious decisions, or if I am rendered mentally incompetent.

Client initials: ________

I understand that FCC reserves the right to require a court order for the use of any specimens regardless of the designation listed.

Client initials: ________

Your Choice for Life™

Fertility Center of California
A Reproductive Tissue CryoBank

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

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

www.spermbankcalifornia.com 1-888-951-CRYO (2796)
I understand that the individual designated below has been given control of my specimens but that control does not guarantee use of specimens. All specimens stored by FCC must be used in accordance with the state, local, and federal regulations in effect at the time of release/use.

*Example: FDA testing is required in order for specimens to be used for the purpose of artificial insemination or assisted reproductive procedure by someone other than your sexually intimate partner. (See page 4).

Client initials: _______

Option B Part Two:

**DESIGNATION** (Complete only if you chose Option B above)

Choose one of the following 3 options:

☐ 1. Sexually Intimate Partner:
   Name _____________________________ DOB __________
   Address ___________________________________
   Phone __________________ Email __________________
   Relationship: (choose one):
   ☐ Legal Spouse ☐ Fiancée
   ☐ Other (indicate relationship) _________________________

Client signature: ______________________________________

☐ 2. Future Legal Spouse (Future information must be provided to FCC)
   *Note: A court order may be required if FCC is not provided with updated information pertaining to your marital status.

► If I have no spouse at the time of death
   ☐ Be Destroyed
   ☐ Be Given to the Control of the individual listed below
   Name _____________________________ DOB __________
   Address ___________________________________
   Phone __________________ Email __________________
   Indicate relationship to client _________________________

*Note: FDA testing is required in order for specimens to be used for the purpose of artificial insemination or assisted reproductive procedure by someone other than your sexually intimate partner. (See page 4).

Client signature: ______________________________________
3. Other:
Name _____________________________ DOB ______________
Address_______________________________________________
Phone ___________ Email ________________________
Indicate relationship to client ______________________________

*Note: FDA testing is required in order for specimens to be used for the purpose of artificial insemination or assisted reproductive procedure by someone other than your sexually intimate partner. (See page 4).

Client signature: _____________________________________

J. UPDATES TO “ASSIGNMENT IN CASE OF DEATH”
The client agrees to update FCC with any and all relevant information pertaining to the assignment of specimens as indicated above. Client agrees to update FCC with changes relative to marital status, sexually intimate partner status or other changes necessary to determine specimen usage. Client may update section G of this consent at any time; a notarized form is required for any and all changes.

Client initials: ________

K. 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.

Client initials: ________

K: ARBITRATION:
The parties firmly desire to resolve all disputes arising hereunder without resorting to litigation in order to protect their respective business reputations and the confidential nature of certain aspects of their relationship. Accordingly, any controversy or claim arising out of or relating to this 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 on 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. The prevailing party shall be entitled to all reasonable attorney and court costs as agreed by the AAA.

Client initials: ________
L. ADDITIONAL AGREEMENTS
This agreement constitutes the entire understanding of the parties here to and
may be altered or amended only by agreement in writing.

Client initials: __________

M. GOVERNING LAW AND JURISDICTION
This agreement shall be governed by, and construed in accordance with the
laws of the State of California (without application of its principles of conflicts of
laws). The parties hereby agree that all disputes and controversies arising out
of or relating to this Agreement shall take place exclusively in the federal or
state courts located in California and, accordingly, each party irrevocably
consents to the jurisdiction and to the service of process, pleadings and notices
in connection with any and all actions and processes initiated in such courts.

Client initials: __________

__________________________________________     ______________________
Client Printed Name

__________________________________________     ______________________
Client Signature                                                               Date

__________________________________________     ______________________
Parent or Legal Guardian Signature
(If client is under the age of 18)

__________________________________________     ______________________
Witnessed By / FCC Staff Signature

page 10
APPENDIX A: FEE SCHEDULE
As of the signing of this documentation, the pricing for reproductive tissues storage is as follows:

 ___ 6 months  for 250 dollars
 ___ 1 year     for 375 dollars
 ___ 2 years    for 650 dollars
 ___ 3 years    for 825 dollars
 ___ 5 years    for 1300 dollars

Payment options include: check, cash or credit card. For credit card payment please call 619-265-0102 to make your credit card payment. Storage and shipping fees must be prepaid. Unused storage fees are non-refundable.

FEE SCHEDULE: FOR MILITARY
FCC would like to say thank you to all of those who have provided service to our great country. Those active duty or non-active can obtain a military discount by simply showing their military ID or other documentation confirming current or past military service. As of the signing of this documentation, the pricing for reproductive tissues storage is as follows:

 ___ 6 months  for 200 dollars
 ___ 1 year     for 300 dollars
 ___ 2 years    for 520 dollars
 ___ 3 years    for 660 dollars
 ___ 5 years    for 1,040 dollars

Payment options include: check, cash or credit card. For credit card payment please call 619-265-0102 to make your credit card payment. Storage and shipping fees must be prepaid. Unused storage fees are non-refundable.