



Fertility Center of California
A Reproductive Tissue CrvoBank

PICK-UP TANK RENTAL POLICY

Prompt return of the tank enables us to continue serving you and others efficiently.
Please read and acknowledge the following

TERMS AND CONDITIONS

1. The cost of a tank rental is as follows:
 - a. Pickup of the rental tank can occur at any time; however, all tank rentals must be returned by 5 p.m. the following business day to not incur additional charges.
 - b. The rental fee for day 1 is \$40.
 - c. A charge of \$25 will apply for every additional rental day.
 - d. Weekends do NOT apply.
 - e. All charges will be automatically applied to your credit card.
2. If the tank was used to transport specimen FROM FCC, it is the responsibility of the patient to ensure that the tank is empty prior to returning to FCC. Please note: Returned vials remain the property of the recipient. They are not returned to general inventory. Storage fees will be assessed on a yearly basis.
3. If the tank is to be used to transport specimen TO FCC, it is the responsibility of the patient to ensure that all specimen intended to be transferred is collected from the other facility prior to returning the tank to FCC.
4. Reproductive tissue will maintain themselves in a frozen state as long as there is liquid nitrogen in the tank covering the specimen. In small portable tanks, there is less time available to transport frozen specimen. FCC cannot guarantee the safety of the specimen to be transferred to FCC if the tank is not returned within 48 hours of leaving our facility.
5. Fees and arrangements associated with the use of the tank are the responsibility of the patient.
6. Patient is responsible for any damage to tank.
7. I authorize Fertility Center of California to charge my credit card for all overdue and mishandling fees due.
8. During tank transport tank must remain: upright; kept in a cool, dry place; and out of direct sunlight.

Client initials: _____

LIMITATIONS ON OUR LIABILITY

Upon the transfer or release of my semen specimens, FCC, its physicians, agents, directors and owner(s) will not be liable for any of the following:

- Any damage, whether direct, incidental, special or consequential to the specimen
- For loss, or delay caused by events FCC cannot control, including but not limited to weather conditions, natural disasters, war, fire, theft, acts or vandalism, governmental interference or regulation, or any other cause not within the direct or immediate control of FCC.
- Any failure of the patient or any outside agent to deliver specimens in a timely manner
- Any failure in the ability of the patient or any outside agent to deliver the tank (used to transport specimens) in good condition at the receiving facility.

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)



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- Improper supervision, maintenance, storage, handling and thawing of specimens at the new (receiving) site is not the responsibility of FCC.
- Any failure of specimens to induce pregnancy

Client initials: _____

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 specimens; 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 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, if such specimen is sperm 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: _____

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: _____

I have read, understand and accept all of this Agreement without reservation.

Client Name:	Client Signature:
Client Address:	
Name on Photo ID: Photo ID #:	Credit Card # _____ Expiry Date ___/___/___ SVR _____

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