

Cross Country Genetics North, Inc.
8855 Michaels Road
Westmoreland, KS 66549
785-457-3336
Fax: 785-457-3335

Cross Country Genetics of Oklahoma, LLC.
12055 West Cooksey Road
Crescent, OK 73028
(405) 969-2044



Cross Country Genetics Service Agreement

- THIS AGREEMENT** is made between (mark all that apply):
- ✓ Cross Country Genetics North, Inc.
 - ✓ Cross Country Genetics of Oklahoma, LLC
 - ✓ Cross Country Genetics Satellite Facility
 - ✓ Cross Country Genetics On-Farm Services

hereinafter referred to as “CCG,” and the Client who has signed this agreement, hereinafter referred to as “Client. The term CCG in this agreement shall also refer to any and all of the above-marked service providers. All CCG Satellite Facilities and On-Farm Services are and shall be performed under the umbrella of either Cross Country Genetics North, Inc. or Cross County Genetics of Oklahoma, LLC. CCG agrees to provide, and Client agrees to purchase, multiple ovulation and embryo transfer (MOET) services and other services and products related to bovine reproduction on the following terms:

1. I am the owner or the agent for the owner for the animal(s) undergoing reproductive procedures and have the authority to execute this consent. I have been given the opportunity to ask questions about the procedure(s) to be used, and the risk involved. I believe I have sufficient information to give this informed consent.
2. I am aware that in the practice of medicine, other unexpected risks or complications not discussed may occur. I further acknowledge that no guarantees or promises have been made to me concerning the results of the reproductive procedures. I am also aware that unforeseen events resulting from the procedure will not relieve me of my obligation to all reasonable costs incurred regarding the animal and procedures performed. Payment is required for services rendered and is not dependent upon the results of the procedure. **CROSS COUNTRY GENETICS DISCLAIMS ALL WARRANTIES OF FITNESS OR MERCHANTABILITY OF EMBRYOS CREATED PURSUANT TO THIS AGREEMENT, AND HEREBY EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, BOTH EXPRESS OR IMPLIED.** Client, after understanding the risks involved, hereby fully releases CCG of all liability pertaining to animal health, productivity, and/or survival before, during, or after any contact with CCG facilities or personnel for any service provided by CCG.
3. I have been given the opportunity to ask questions about my animal(s) general care, pricing, reproductive procedures, and the risk involved. After viewing such, I believe the facilities at Cross Country Genetics are safe and adequate to house my animal. I believe I have sufficient information to give this informed consent.
 - I understand that general reproductive procedures and those pertaining to multiple ovulation and embryo transfer (MOET) involve some risk to some degree. These risks may include, but are not limited to, the potential for injury, infection, or inflammation to the reproductive tract or organs during exams/procedures, infertility or as a consequence of procedures.
 - I understand that Ovum Pick Up (OPU) procedure involves medical risk. These risks may include, but are not limited to, the potential for infection, injury to blood vessels, injury to ovarian tissue, death and the need for further treatment and/or surgery. Should any complication occur, any one of them could be permanent.

_____ (initials)

- I understand that oocytes and embryos are transported to an offsite lab which requires transportation via a courier or commercial shipping company. Any damages, delays, or non-delivery of or to oocytes/embryos does not relieve me from my obligation to pay all reasonable costs incurred regarding the IVF procedure. Furthermore, CCG will not be responsible for providing any such services to replace oocytes/embryos lost or damaged in the shipping process.
- I understand that embryos stored at CCG are not insured but that reasonable measures have been taken by CCG to maintain and safeguard embryo/semen storage tanks. I understand that embryos/semen are not insured by CCG and I understand any further measures to protect/insure is the responsibility of the client.
- I understand CCG is not responsible for the safe delivery or guarantee of embryos/semen when shipping embryos on the client's behalf. CCG will not reimburse me for damaged or destroyed semen or embryos and will not perform additional work to recover any losses I have suffered.

After fully understanding the risks involved with the procedures that I have chosen, I fully release and hold harmless CCG from any liability in the event of animal injury and/or death caused by any procedure performed by CCG or that occurs to my animal while being housed or located at CCG.

4. Fees For Services- Client agrees to pay for CCG services at the rates listed on the Fee Schedule in effect at the time such services are performed. A copy of the current fee schedule is available to "Client" by request and is incorporated by reference into this agreement. Other terms of service are as follows:
- Billing- Clients will be invoiced at the time service is provided. Payment in full is due upon receipt of the invoice. Invoices are also mailed to clients. It is the responsibility of the client to provide the current billing address.
 - Finance charges on all past accounts of 1.5% shall be assessed monthly (18% per annum).
 - Embryo and semen storage shall be billed annually. Embryos/semen on all past accounts over 6 months will be disposed. It is the responsibility of the client to confirm the current billing address with CCG.

| | |
|------------------|--|
| Client Name | |
| Farm Name | |
| Shipping Address | |

Check if billing address is the same as above

| | |
|-----------------|--|
| Billing Address | |
| Main Phone | |
| Cell Phone | |
| Alternate Phone | |
| Email | |
| Website | |

X

Client Signature

Date

X

Client Name-PRINT

Date

_____ (initials)