
Consent to Store Donor Sperm

The purpose of this document is to act as an agreement to store donor sperm for the purpose of short and/or long term storage in liquid nitrogen. This Agreement is made and entered into at the time and place hereinafter stated, by and between the Kentucky Fertility Laboratory, LLC, Louisville, KY, hereinafter referred to as "KFL" and _____, whose address is hereafter given and who is sometimes referred to as the "Sperm Donor Recipient" or "Client Depositor".

AGREEMENT

1. The Sperm Donor Recipient has consulted with a doctor and it has been determined that therapeutic donor insemination may be appropriate for said individual. The purchase and/or storage of donor sperm is desired by the Sperm Donor Recipient for one or more of the following reasons:

- A. Desire for artificial insemination or in vitro fertilization
- B. other reasons deemed appropriate by my Doctor.

2. I hereby request that KFL store my donor sperm in liquid nitrogen.

3. I (the Sperm Donor Recipient) understand and agree to the follow conditions:

A. To release KFL, including all officers and employees, from any responsibility regarding quality issues of the sample or problems resulting from the sperm sample thawing poorly, including reimbursement from bank / clinic of origin.

B. The storage of any sperm samples from the Sperm Donor Recipient shall be for an initial period of six months. If any donor samples remain at the end of the initial time period, the agreement shall be automatically renewed for additional twelve-month periods, assuming all of the obligations have been met as contained herein, and until terminated pursuant to the provisions of this agreement. **Note:** Storage fees are not currently charged when shipments of donor sperm are received containing a single insemination. However, if the sample is not inseminated within a 45 day period following receipt, storage fees will be charged.

C. The Sperm Donor Recipient agrees to pay all costs associated with storage and preparation of the donor sperm. These storage charges will be billed in advance for the upcoming storage

period. In the event that the agreement is automatically renewed, the Sperm Donor Recipient agrees to pay in advance the storage fee for each sample held in frozen storage by KFL.

D. The Sperm Donor Recipient understands that the storage fees for each storage period are non-refundable if the sample is used, transferred or destroyed within either the initial six or later 12 month storage period.

E. The Sperm Donor Recipient understands that the KFL has the right to increase any of the fees associated with sperm freezing and storage without prior notice to the Sperm Donor Recipient.

F. Any charge for storage shall be paid within thirty (30) days of the date of billing, otherwise such charges shall be deemed delinquent.

G. The Sperm Donor Recipient understands that due to FDA regulations and other KFL policies, the vials of sperm must be inseminated at the KFL and cannot be released to any outside physician or facility for insemination.

H. The Sperm Donor Recipient understands the KFL will not accept or store sperm from another facility unless it is accompanied by documentation demonstrating the donor has been screened and determined eligible according to FDA regulations.

I. The KFL will process the sperm sample prior to release and a fee will be charged for this service.

J. This agreement shall terminate, and the KFL's responsibility for storage may cease, upon the occurrence of one or more of the following events:

- (a) Release of all the sperm samples according to the terms of this agreement and payment of the applicable transfer fee;
- (b) Written direction by the Sperm Donor Recipient to the KFL authorizing destruction of all sperm samples retained in storage;
- (c) The Sperm Donor Recipient's death with consent (listed in item K);
- (d) Failure of the Sperm Donor Recipient to pay storage charges within the time provided in paragraph (3F);
- (e) Upon thirty (30) days written notification by the KFL to the Sperm Donor Recipient of the KFL's intention to discontinue storage operations.

K. In the event of the death of the Sperm Donor Recipient, the Sperm Donor Recipient would like the vials of donor sperm (***sign one of the items below***):

a. Destroyed upon proof of death _____
Signature

b. Maintained in storage for future donation to _____ who will

(fill in name, DOB, and relationship)

assume all of the obligations and terms described in this contract.

Signature

L. In the event of termination of the agreement, for any of the reasons above, the KFL will destroy the vial(s) of sperm held in storage.

M. Sperm Donor Recipient covenants and agrees, without a reservation of rights, in law or equity, to indemnify, hold harmless and release the KFL and its employees and agents, including but without limitation, the doctor, those persons who collect, examine, evaluate, collect, store, preserve, transfer or manipulate the donor sperm samples from any and all liability or obligation of any kind or manner, including attorney's fees, connected with said procedures or related thereto, and any other adverse consequences of any kind that may arise to be connected directly or indirectly to, or in any manner with, the offspring resulting from the artificial insemination utilizing said donor sperm samples and/or procedures connected therewith, except to the extent and under the circumstances set forth in the next preceding paragraph.

N. Any notices provided hereunder shall be sent to the address as set forth below, and it shall be the responsibility of the Sperm Donor Recipient to provide a current address to the KFL, if different from that as stated below 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 Sperm Donor Recipient.

O. Either party may terminate this agreement upon thirty (30) days written notice to the other, any provision to the contrary notwithstanding. In the event such a termination notice to the Sperm Donor Recipient is given by the KFL, any unused portion of the storage charges for the then current six month period, shall be returned to Sperm Donor Recipient. In the event the Sperm Donor Recipient terminates this agreement written notice must be signed, notarized, received and acknowledged by the KFL.

P. This agreement shall be binding upon the administrators, heirs and successors of the parties.

Q. This instrument and all issues arising incident thereto shall be controlled by and construed in accordance with the laws of the Commonwealth of Kentucky, and jurisdiction and venue shall be exclusively vested in the Third Judicial District Court in and for said State.

R. This agreement represents the entire agreement between parties and there are no understandings, agreements, or representations other than as set forth herein. The printed portion of this contract is the contract between the Sperm Donor Recipient and the KFL. Cross-

outs, written additions, notes or otherwise do not alter or become part of this contract. Written date and signatures do become part of this contract.

4. As part of this agreement, I, the Sperm Donor Recipient, recognize I have been informed about the storage and dispensing of sperm and costs associated with cryopreservation, storage and distribution. I have also been given the opportunity to ask questions regarding the above information and recognize that I may ask questions at any time. This information was presented to me in English in terms that I understand. I sign this consent of my own free will.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this day of 2_____ .

CLIENT DEPOSITOR (signature)

ADDRESS

CLIENT DEPOSITOR (please print)

CITY, STATE, ZIP CODE

KFL/ NOTARY (signature)

TELEPHONE