



JANNOR INVESTMENTS PTY LTD t/as
 SIRES ON ICE (VIC)
 13 Hamilton Ct;
 Pearcedale, Victoria 3912
 P: 0416 274 251
 ABN: 006683914



Deed – Semen Storage With Sires On Ice

I REPRESENT AND WARRANT THAT:

1 I AM THE **OWNER/AUTHORISED REPRESENTATIVE*** OF THE ANIMAL LISTED BELOW WHOSE SEMEN IS TO BE STORED WITH SIRES ON ICE (SOI), AND I AM AUTHORISED TO GIVE ALL INSTRUCTIONS WITH RESPECT TO THE SERVICES TO BE PERFORMED.

DOG’S NAME: _____

SEMEN IDENTIFICATION NUMBER: _____ **BREED:** _____

VIALS OR STRAWS: _____ **NUMBER OF VIALS/STRAWS:** _____

MY CONTACT DETAILS:

MY NAME: _____

MY MOBILE PHONE NUMBER: _____ **MY HOME PHONE NUMBER:** _____

MY EMAIL: _____

*** - Delete whichever not applicable**

2 SOI WILL MANAGE THE SEMEN IN A REASONABLE AND PROFESSIONAL MANNER. NONETHELESS, I ABSOLVE SOI NSW, THE VETERINARIANS AND STAFF AT THIS FACILITY, FROM ALL ACTIONS ARISING DIRECTLY OR INDIRECTLY FROM THE MANAGEMENT OF ANY SEMEN IN MY NAME, WHETHER BY NEGLIGENCE OR OTHERWISE, AND AUTHORISE THE STAFF TO PERFORM ANY REASONABLE ACTION, OR TO REFRAIN FROM DOING ANY REASONABLE ACTION, THAT THEY DEEM NECESSARY DURING THE COURSE OF MANAGEMENT OF THAT SEMEN.

3 I UNDERSTAND THAT ALL FEES ARE PAYABLE IN FULL AND THAT I AM BOUND BY THIS AGREEMENT. I ACKNOWLEDGE AND AGREE THAT REPRODUCTIVE SERVICES ARE AFFECTED BY NATURE AND MAY NOT RESULT IN USEABLE SEMEN OR PUPS BEING CONCEIVED. **NONETHELESS, I AGREE TO PAY ALL OUTSTANDING FEES BEFORE ANY SEMEN HELD IN MY NAME BY SOI IS RELEASED.**

4 **AUTHORISED REPRESENTATIVE* ONLY – I ACKNOWLEDGE THAT ALL RIGHTS IN SEMEN STORED UNDER THIS DEED BELONG TO THE ANIMAL’S OWNER UNLESS OTHER EVIDENCE OF OWNERSHIP HAS BEEN PROVIDED TO SOI.**

5 **SEMEN STORAGE, TRANSFER AND DISPOSAL – OWNER.** I RECOGNISE THAT ALL SEMEN STORAGE FEES ARE PAYABLE 6 MONTHLY IN ADVANCE FROM THE TIME THE SEMEN COMES INTO STORAGE. **THOSE STORAGE FEES ARE PAYABLE BY 31 JANUARY AND 31 JULY EACH YEAR.** I RECOGNISE THAT SOI MAY REFUSE TO PERFORM ANY SERVICES OF ANY NATURE WHERE SEMEN STORAGE FEES OR OTHER AMOUNTS OWED BY ME ARE OUTSTANDING. I ACKNOWLEDGE SEMEN STORED BY SOI IS STORED UNDER THE STORAGE LIENS ACT 1935 (NSW) (THE **SLA ACT**). I GRANT SOI A LIEN IN RESPECT OF ALL THAT SEMEN AND I ACKNOWLEDGE HAVING RECEIVED NOTICE OF LIEN BENEFITTING SOI FOR ALL SEMEN STORED ON MY BEHALF.

6 **IF STORAGE FEES FOR SEMEN ARE NOT PAID WITHIN 3 MONTHS OF BECOMING DUE, SOI WILL ENDEAVOUR TO CONTACT ME TO SEEK PAYMENT OF MONEYS OWING, AND WILL GIVE WRITTEN NOTICE BY EMAIL DETAILING THE SEMEN, WHERE IT IS STORED, THE MONEYS OWED, AND ANY OTHER PARTICULARS REQUIRED UNDER THE SLA ACT.**

7 IF I DO NOT PAY STORAGE FEES WITHIN 1 MONTH OF RECEIVING NOTICE FROM SOI REQUIRING PAYMENT, AND **IF ANY FEES OWING UNDER THAT NOTICE ARE AT LEAST 6 MONTHS OVERDUE, I AGREE THAT SOI MAY TAKE POSSESSION OF ANY OR ALL SEMEN STORED IN MY NAME, AND I AUTHORISE SOI TO ADVERTISE IT FOR PUBLIC AUCTION** BY NOTICE OF SALE PUBLISHED IN A NEWSPAPER CIRCULATING IN THE LOCALITY WHERE THE SALE IS TO BE HELD (WHETHER PUBLISHED IN PRINT OR ON A PUBLICLY ACCESSIBLE WEBSITE), AND IN ONE METROPOLITAN DAILY NEWSPAPER (WHETHER PUBLISHED IN PRINT OR ON A PUBLICLY ACCESSIBLE WEBSITE), PROVIDED THAT SALE IS NO SOONER THAN 15 DAYS AFTER THE NOTICES OF SALE ARE PUBLISHED (S6 OF THE SLA ACT). I AUTHORISE SOI TO EXECUTE ANY DOCUMENTS NECESSARY TO TRANSFER OR OTHERWISE DISPOSE OF OR DESTROY THAT SEMEN WITHOUT FURTHER NOTICE TO ME. MY EMAIL ADDRESS FOR ALL ACCOUNTS AND NOTICES IS: _____

- 8 **SEMEN STORAGE, TRANSFER AND DISPOSAL – AUTHORISED REPRESENTATIVE.** I ACKNOWLEDGE AND AGREE TO CLAUSES 5, 6 AND 7 OF THIS DEED BINDING ME AS THOUGH I AM OWNER. IN ADDITION, I WARRANT THAT THE FOLLOWING DETAILS ARE CORRECT FOR THE OWNER THAT SOI NEEDS TO CONTACT, AND THAT THE OWNER HAS AGREED TO CLAUSES 5, 6 AND 7 ABOVE:

<u>OWNER NAME</u>	
<u>OWNER PHYSICAL ADDRESS</u>	
<u>OWNER EMAIL ADDRESS</u>	
<u>OWNER CONTACT PHONE NUMBERS</u>	

- 9 I RECOGNISE AND AGREE THAT SOI IS ENTITLED TO USE THE INFORMATION I PROVIDE IN THIS DEED UNLESS AND UNTIL I PROVIDE UPDATED CONTACT INFORMATION. I WAIVE ANY CLAIM AGAINST THEM FOR THAT REASON.
- 10 IF I WISH TO TRANSFER SEMEN STORED UNDER THIS AGREEMENT, I WILL CONTACT SOI AND ENTER INTO A SEPARATE AGREEMENT FOR THAT PURPOSE.
- 11 I RELEASE AND HOLD HARMLESS SOI AND ANY OF ITS AGENTS OR AFFILIATES FROM ANY CLAIM BROUGHT AGAINST ANY OF THEM ARISING OUT OF ANY BREACH OF THIS DEED BY ME OR OUT OF THE USE OF ANY SEMEN STORED OR USED UNDER THIS DEED. I INDEMNIFY EACH OF THEM WITH RESPECT TO ANY CLAIMS MADE AGAINST ANY OF THEM IN THAT REGARD.
- 12 IF I WISH SOI TO DESTROY SEMEN, BEFORE THEY DO SO, I WILL PAY ALL OUTSTANDING FEES AND PROVIDE WRITTEN NOTICE SPECIFYING WHAT TO DESTROY.
- 13 **SPECIAL INSTRUCTIONS:** _____

EXECUTED AS A DEED AT [INSERT]:

SIGNED, SEALED AND DELIVERED BY:

NAME: _____

SIGNATURE: _____ DATE: _____

IN THE PRESENCE OF:

WITNESS NAME: _____

SIGNATURE: _____ DATE: _____