

# Pacific Reproductive Services

## Agreement For Use Of Cryotank

### SAFETY PRECAUTIONS

The frozen sperm, which you are obtaining from Pacific Reproductive Services (PRS), is to be transported in a specially constructed metal cylinder (cryotank) which contains nitrogen vapor, an extremely cold substance. The cryotank is capable of maintaining the specimens in a frozen state for **no longer than five days from the day of delivery.**

The items stored in this vapor may cause serious burns if not handled properly (see handling instructions that accompany your specimens).

If you are in custody of the tank, you must store and transport it in a secure upright position, out of reach of children and pets, and you must wear gloves when accessing specimens from the tank.

### RETURN OF TANK

For use of PRS's cryotank, we require that you agree to take responsibility for ensuring the timely return of the tank to PRS - **whether the tank is in your custody or your clinician's custody** - and that the tank is packaged according to our instructions in preparation for transport.

We also require that if the tank is lost, stolen or destroyed (other than by the transport company) you agree to be responsible for the cost of replacing it (approximately \$950.00), and that you leave a credit card number on file to cover any late fees, loss, theft, or damage to the tank.

### LATE OR FAILED DELIVERY OF THE TANK TO YOU OR YOUR CLINICIAN

If a late or failed delivery is caused by failure of PRS or the delivery company, PRS will honor claims for the delivery fee (and, if appropriate, loss of the tank contents). However, if a late or failed delivery is caused by weather or other conditions beyond the control of PRS or the delivery company, PRS will not be responsible for losses incurred.

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#### Acknowledgement and Agreement:

I understand and agree that if a late or failed delivery is caused by failure of PRS or the delivery company, PRS will honor claims for the delivery fee (and, if appropriate, loss of the tank contents). However, if a late or failed delivery is caused by weather or other conditions beyond the control of PRS or the delivery company, PRS will not be responsible for losses incurred.

I agree that at any time during which I am in custody of the tank, I will store and transport it in a secure upright position, and out of reach of children and pets.

I understand that no matter whether the tank is shipped to me, transported by me, or shipped to my clinician, I am ultimately responsible for ensuring the tank is returned to PRS by the date due.

I understand that if I pick up the tank from PRS, or have the tank delivered by a local delivery company, there is a \$30 per day tank rental fee, which covers the day the tank is picked up through the end of the following business day. **Tanks must never be left outside PRS's door.**

I understand that if the tank is shipped to me or my clinician by Federal Express, the transport fee covers use of the tank up to the date on the return air-bill. I also understand and agree that if the tank is not shipped back to PRS by the date on the return air-bill my credit card will be *automatically* billed a late fee of \$30 per day for each day past the return ship date, **even if the delay was due to failure of my clinician to return the tank by the due date.**

I further agree that if the tank is lost, stolen or destroyed (other than by the transport company) I will be responsible for the cost of replacing the tank (approximately \$950.00)

I authorize PRS to charge my credit card for any and all charges related to my rental of PRS's cryotank.

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Recipient Signature                      Recipient's Printed Name                      Date

Credit Card # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Exp. Date \_\_\_\_/\_\_\_\_/\_\_\_\_      Credit Card Authorization \_\_\_\_\_      Billing Add Zip: \_\_\_\_\_