



# CUSTOM GENETIC SOLUTIONS New Customer Terms & Agreement

40275 257th St.  
Mitchell, SD 57301  
Phone: 605-996-7883

Date \_\_\_\_\_

Farm Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_

Email: \_\_\_\_\_ Create Password: \_\_\_\_\_

### NEW BULL

OWNER (to be billed) \_\_\_\_\_

Bull Name: \_\_\_\_\_ Breed: \_\_\_\_\_

Registration #: \_\_\_\_\_ D.O.B. \_\_\_\_\_

Units for Domestic: \_\_\_\_\_ CSS Units: \_\_\_\_\_ Export Countries: \_\_\_\_\_

Previous feed ration if applicable: \_\_\_\_\_ Tattoo: \_\_\_\_\_

Special Instructions: (if more than one owner) \_\_\_\_\_

### New Customer Info

By signing:

1. The owner(s) agrees to pay all fees associated with housing, collection, storage and shipping of semen. Fees are subject to change upon providing written notice of such changes.

2. Owner(s) agrees to waive any claim against Custom Genetic Solutions for liability arising out of injury, sickness or death of the bull, or destruction or damage to semen unless resulting from Custom Genetic Solutions gross negligence or willful misconduct. Owner(s) agrees to insure bull(s) at their own expense.

3. Owners will deliver, with the bull(s) a health certificate by an accredited veterinarian certifying negative test results within the prior thirty (30) days for the following tests:

- Physical examination -conducted by an accredited veterinarian
- Tuberculous- negative intradermal tuberculosis test
- Brucellosis- official test of state where bull is located
- Leptospirosis- 5 common serotypes
- BVDV by immunofluorescence (FA), or immunoperoxidase (IP), or an antigen capture ELISA
- Trichomoniasis-PCR test

4. Custom Genetic Solutions will use its best efforts to collect, process, store, evaluate, and distribute semen of the highest quality, but makes no warranty as to the quality or fertilizing capacity of semen and reserves the right to discard semen which does not meet its standards.

5. Semen will be released from storage upon request of Owners, provided Custom Genetic Solutions has received payment for all charges regarding said Semen. A handling charge for the use of shipping contain and nitrogen will be charged along with a freight charge. Charges can be billed to either the person receiving the shipment or the owner(s). Export shipments will be charged a documentation fee for the preparation of U.S. Origin Health Certificate and other export documentation. Handling and freight charges will apply also. Owner agrees that if semen is lost, damaged or destroyed during shipment, the risk of loss is on the owner and that Custom Genetic Solutions will not be liable for such loss, damage, or destruction.

6. All invoiced are due and payable by the due date on invoice. If the full amount is not paid when due, Custom Genetic Solutions will assess a finance charge at the greater of 1.5% per month of the maximum amount allowed by law. If owner fails to make payment within 90 days of any invoice date, Custom Genetic Solutions will have the right to dispose of the semen without incurring liability to the owner or the third-party beneficiaries provided that Custom Genetic Solutions has provided Owner written notice of its intention to dispose of semen and owner had not paid all outstanding invoiced within 30 days of the date such notice was mailed to owner.

7. Each owner of the bull is jointly and severally liable for all obligations owing to Custom Genetic Solutions pursuant to the agreement. Owner will be responsible to Custom Genetic Solutions for all attorney fees and court cost incurred as a result of owner's failure to perform its obligations under this agreement. The signee has read carefully the Liability statements set forth above and agrees to adhere to all.

### Bull Info

I acknowledge that Custom Genetic Solutions is not liable in the case of injury, sickness or death of the bull, or destruction or damage to semen of bull stated above. I acknowledge and agree to all statements on the customer info sheet. The parties agree that Custom Genetic Solutions and its employees will be primarily responsible for performing the work required under the contract to obtain quality semen while maintaining a positive health status. The signee has read carefully the Liability statements set forth above and agrees to adhere to all.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**CSS APPROVED FREEZING SERVICES AVAILABLE**

CGS offers Certified Semen Services (CSS) designed to protect the herd in which the semen is used. Bulls can be unapparent carriers of certain diseases that can be transmitted by semen. As a result, Certified Semen Services (CSS) has established "Minimum requirements for disease control of semen produced for AI." The CSS requirements provide a minimum standard for health monitoring of bulls prior to entry into a semen collection center, during an isolation period and throughout residing at the center. The goal of CSS is to reduce the risk of the spread of disease. In order for a bull to have their semen health certified under the CSS program they must be examined and tested according to CSS standards.

The length of time to complete isolation testing at CGS ranges from 45 to 70 days, depending upon when the bull(s) was treated prior to entry and the date he actually enters.

Negative results to these tests will qualify the semen produced to be labeled as CSS Health Certified Semen. Several states have laws that require the bull to undergo tests conducted in the CSS program in order to qualify to have semen sold in those states. Many importing countries have recognized the CSS program and incorporated its standards into their import requirements for both semen and embryo sire donors. However, since import regulations change from time to time, additional tests may be necessary for semen to qualify for export to some foreign countries.

Owner of Agent requests that the CGS veterinarian conduct the CSS tests to reduce the risk of spreading disease, at Owner expense

I elect not to have my bull tested according to CSS standards and recognize that certain diseases can be transmitted by frozen semen. I recognize CGS recommends testing in accordance with CSS standards. I waive having my bull tested according to CSS standards and recognize CGS hold no responsibility for damages, loses, or claims regardless of cause including but not limited to attorneys' fees and expenses arising out of or resulting from diseases related to the use of this bull's semen.

**BULL MORTALITY AND INFERTILITY INSURANCE IS AVAILABLE**

CGS carries a bull infertility and ASD policy. CGS can insure your bull on this policy at a rate of 7% of the value of the bull. This policy can be billed either on a daily or monthly rate.

Value: \_\_\_\_\_ Rate: 7% Cost: \_\_\_\_\_ day/month

I give CGS permission to insure my bull on their infertility and ASD policy. I understand by signing I will be billed for the cost of insurance on said bull. I agree to pay the agreed upon price.

I understand that bull insurance is available and by signing I waive the insurance policy offered by CGS. I recognize that CGS holds no responsibility for injury or loss of fertility or death.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_