

# SPECIMEN STORAGE AGREEMENT

## **ARIZONA REPRODUCTIVE MEDICINE SPECIALIST**

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This specimen storage agreement (Agreement) is made and entered into as of \_\_\_\_\_ (date) by and between Arizona Reproductive Medicine Specialists (ARMS) and \_\_\_\_\_ (Client). I may have elected to not be tested for sexually transmitted diseases nor to have my specimens tested for sexually transmitted diseases. I also understand that my specimens will be stored in a single cryobank with other specimens that may have not been tested for sexually transmitted diseases. I release and hold harmless ARMS from the transfer of any sexually transmitted diseases due to use of these specimens on the female recipient.

This agreement is made with reference to the following facts and circumstances:

A. "Client" for semen specimens is the person providing the specimen (the husband), for embryos, the client is the husband and wife involved in the treatment cycle regardless of whether an egg donor or sperm donor are used, and for eggs, the client is the woman providing the eggs. Client may also be the legal owner of donated tissue.

B. Client has deposited or intends to deposit semen, egg or embryo specimens with ARMS for freezing and storage.

C. The parties desire that ARMS shall freeze and store the specimens on each and all of the terms and conditions set forth below.

The parties hereby agree as follows:

### 1. SPECIMEN FREEZING

- a) Client recognizes that there is no guarantee that any specimen, regardless of its pre-freeze characteristics will survive freezing or result in a pregnancy and,
- b) freezing of specimens cause a decrease in the viability of most tissues when compared to fresh tissues and,
- c) freezing of specimens of marginal quality may result in little or no viability and,
- d) ARMS does not guarantee the quality or safety of the specimens and,
- e) responsibility for determining the number of specimens to freeze resides with the client and,
- f) ARMS sole responsibility shall be limited to the adequate cryopreservation and storage of said specimens consistent with current equipment in use by ARMS at the date of entering this agreement.
- g) Client realizes there are inherent hazards with storage of specimens in liquid nitrogen. These hazards include, but are not limited to, breakage of specimen container due to low temperatures and handling (which would result in the loss of the specimen) and loss of specimen. Client holds ARMS harmless from these hazards and client assumes all liability should the specimen container be damaged and should the specimen be destroyed or loss.

### 2. SPECIMEN STORAGE

ARMS shall store specimens at the usual facilities for a maximum of three years. This agreement shall commence on the date hereof. At the end of three years, it is the responsibility of the client to either renew the agreement within 30 days or notify ARMS in writing of intent to transfer within 30 days. Any patient specimens left at ARMS after three years (and the 30 day notification period) that are not either transferred to a new depository or for which a new contract is not signed and paid for, shall be the property of ARMS and may be destroyed or used at the discretion of ARMS, as long as these items are not used in producing a pregnancy. It is solely the client's responsibility to either have their specimens transported to another facility after the three years agreement, or to sign a new contract with ARMS.

### 3. FEES

Client agrees to pay ARMS at the beginning of each storage year the sum of \$300, which may be adjusted from time to time by ARMS based upon market factors including but not limited to actual increase in costs prorated as to storage for all other depositors. ARMS has very limited storage for straws or for vials over 1.2 ml. An additional fee of \$150/year will be charged for any sperm, eggs, or embryos stored in straws or large vials. It is the client's responsibility to keep ARMS notified at all times, in writing, of his or her current address and telephone number. It is the patient's responsibility to pay for storage in a timely manner and the patient should not rely upon billing from ARMS. If at any time ARMS has not received full payment of all amounts due to ARMS from the client or his spouse on or before the 60th day after the beginning of any storage year, then the client and surviving spouse are in "default" and the specimens are assumed to be orphans and may be used as set out in paragraph 4. All storage fees are nonrefundable and are for a year, or any part thereof. In the event of such default, ARMS may, in its sole discretion, refer the client's account to a collection agency. In the event the client's account is so referred for collection, the client or surviving spouse agree to pay all costs of such collection including reasonable fees charged by the collection agency, costs of collection and reasonable attorney fees. No specimens shall be transferred to another facility without the account of the client being paid in full. It is the client's responsibility to procure and accept all responsibility for shipping and any accidents that may occur during shipping.

### 4. TERMINATION

This agreement shall terminate and ARMS responsibility for storage hereunder will cease:

- a) upon the release of all specimens stored by ARMS pursuant to the terms of release stated in this document; or
- b) upon the written notarized direction from the client or surviving spouse to ARMS to destroy all specimens; or
- c) upon death of the client as evidenced by the receipt of ARMS a certified death certificate; or

d) upon death of the client, unless ARMS has received a certified death certificate and written notarized notice from the surviving spouse pursuant to paragraph 5 that she elects to take ownership on any remaining client specimen; or  
 e) upon the death of the surviving spouse; or  
 f) failure to receive a new contract signed by the original client as stated in paragraph 2 above.  
 g) in the event of default in payment of the client's obligations as set forth in paragraph 3 above.  
 Upon termination pursuant to 4 (b,c,d,e,f,g) above, any remaining specimens held in storage by ARMS shall become the sole and exclusive property of ARMS, all right, title, claim and interest therein being transferred, conveyed and delivered to ARMS by execution of this agreement. The specimens so acquired by ARMS shall be used as ARMS sees fit. In no case though, will a patient's semen be used for producing a pregnancy.

**5. RELEASE OF SPECIMENS**

The client agrees that specimens will be released only to a licensed physician upon the express notarized authorization of the client. The client agrees to pay all costs involved in the transfer of the specimen to the physician. The client's account must be paid in full prior to the transfer of any specimens. Upon the death of the client, if the client is married at the time of his death, and if and only if ARMS, on or before the 60th day after the first day of the next storage year, receives from the client's surviving spouse, to whom the client is married at the time of his death, both (1) written notarized notice signed by the surviving spouse stating that she/he elects to take ownership of any remaining specimen, and (2) a certified copy of the client's death certificate, then the specimens stored by ARMS on his behalf shall become the property of the surviving spouse of the client with all rights and obligations transferred to the surviving spouse and may be released to a duly licensed physician upon the express notarized authorization of said spouse or may continue to be stored by the ARMS upon payment by the surviving spouse of the annual storage fees. Upon the death of the client, if the client is not married at the time of his death, and if ARMS does not receive the certified death certificate on or before the 60th day of the next storage year, then this Agreement shall terminate pursuant to paragraph 4(f) above.

**6. RESPONSIBILITIES AND LIABILITIES OF ARMS**

The client acknowledges that he has been fully advised concerning the state of the art of collection, cryopreservation, and storage of specimens of specimens. In this connection, he acknowledges that he understands that the viability of the specimens and the results from subsequent use depend almost in their entirety upon the client and recipient. Accordingly, the client understands and agrees that ARMS responsibilities shall be limited hereunder solely to the adequate cryopreservation and storage of said specimens consistent with the state of the art at the date of entering into this agreement. In any event, the total liability of ARMS for failure to meet any of its responsibilities to the client or surviving spouse shall be limited to the amount of laboratory and storage fees theretofore charged and paid by the client. In the event ARMS terminates the operation of its storage facility, it may, 30 days after written notice to the client or surviving spouse at his or her last known address, assign and transfer its obligations hereunder and the specimens held on behalf of the client to a similar storage facility located either within or without the State of Arizona subject to the conditions of this agreement.

**7. LITIGATION OVER SPECIMENS**

Should litigation over the possession or use of these specimens occur, the challenging party (client) shall be responsible for any fees for efforts to resolve the litigation. This includes all attorney fees by ARMS, any storage or shipping fees, or other fees involved in the destruction, transfer or use of these specimens. Should dispute between clients over the use of these specimens occur, these specimens shall be shipped and stored (at the client's expense) to an out-of-state cryobank.

**(Husband and wife must sign for embryos. Husband signature only required if this is his specimen and either party may sign for donor sperm.) IF NOT SIGNED AT ARMS, MUST BE NOTARIZED.**

By: Client (Print) \_\_\_\_\_

SSN# \_\_\_\_\_ )  
 County of \_\_\_\_\_ ) SS:

Signature (Client) \_\_\_\_\_

Client's Spouse \_\_\_\_\_

On this, the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me  
 a notary public, the undersigned officer, personally appeared

Spouse Signature \_\_\_\_\_

\_\_\_\_\_, known

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

to me (or satisfactorily proven) to be the person whose name is subscribed

Address: \_\_\_\_\_

to the within instrument, and acknowledged that he executed the same for  
 the purposes therein contained. In witness hereof, I hereunto set my hand  
 and official seal.

\_\_\_\_\_

Phone: \_\_\_\_\_

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

\_\_\_\_\_  
 Notary Public

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