

## SPERM DONATION AGREEMENT

This Sperm Donation Agreement (“Agreement”) is hereby entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between \_\_\_\_\_ and \_\_\_\_\_, a married / unmarried couple, hereinafter referred to as “Recipients” and Donor, hereinafter referred to as “Donor.” The Donor and Recipients shall collectively be referred to as the “Parties.”

### RECITALS

A. Recipients are both over the age of 21, are an unmarried / married couple living together, are residents of the State of \_\_\_\_\_ and are desirous to enter into this Agreement for the purpose of parenting a child or children through the assistance of Donor.

B. Donor is over the age of 21, is unmarried, is a resident of the State of Arizona and is desirous to enter into this Agreement.

C. Recipients are incapable of becoming pregnant without the assistance of a sperm donor.

D. Donor warrants, based on his information and belief and all information provided to him, that Donor is capable of producing sperm.

E. Recipients desire that one of them shall be inseminated with sperm from Donor, or that embryo(s) will be created using Donor’s sperm and said embryo(s) transferred to the uterus of a Recipient, so that a Recipient may become pregnant, carry a Child and give birth to a Child for Recipients.

F. Recipients desire and intend that any Child born pursuant to this Agreement shall be morally, ethically, legally, contractually and otherwise the Child of the Recipients for all purposes, and the Recipients shall assume all legal, financial and parental rights and responsibilities for the Child once born.

G. Donor desires and intends that any Child born pursuant to this Agreement shall be morally, ethically, legally, contractually and otherwise the Child of the Recipients for all purposes, that the Recipients shall assume all legal and parental rights and responsibilities for the Child, and that Donor does not desire nor intend to assume a parental or any other type of relationship with the Child. Donor specifically relinquishes any and all rights, responsibilities, and claims with respect to a Child born pursuant to this Agreement, and specifically agree that it is in the best interest of the Child that the Child be raised by the Recipients and be the Child of the Recipients for all purposes, without interference by Donor.

Initials \_\_\_ & \_\_\_ & \_\_\_

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H. The Parties to this Agreement represent and warrant that all representations, whether oral or written, made to any professional, person, entity or Party, with respect to their medical history and condition, and any and all matters contained in this Agreement are true and correct to the best of their knowledge, and that they have not knowingly falsified or omitted any material information concerning these matters.

I. The Parties to this Agreement represent and warrant that the decision to enter into this Agreement is a fully informed decision, made after careful and unemotional reflection, that they have come forward voluntarily to enter into this Agreement free of any economic or emotional duress, that the consent or permission of no other person is necessary for the performance of this Agreement, and that no Party has any reason to believe that any other Party did not freely and voluntarily execute this Agreement.

J. The Parties warrant that they understand and sperm donation and issues related to assisted reproduction is and area of unsettled law in Arizona, they understand any future changes in the law cannot necessarily be anticipated.

K. While the Parties are entering into this Agreement with the intention of being fully bound by its terms, they have been informed by their respective attorneys that the legislature or Courts may declare that this Agreement is void as against public policy, in whole or in part, or held unenforceable in whole or in part.

L. The Parties warrant that they understand that if any aspect or provision of this Agreement violates any present or future non-waivable civil or constitutional right of any Party to this Agreement, or any present or future statute, law, ordinance or regulation, that aspect or provision may not be enforced. However, the Parties further warrant and agree that any said aspect or provision shall be curtailed and limited only to the extent necessary to bring it in compliance with the law.

M. Recipients have independently selected the Donor as their sperm donor. The Parties have independently obtained and arranged for professionals to administer certain aspects of this Agreement, designate certain professionals, whether medical, psychological, or otherwise, as needed, to effectuate the procedures and terms described in and/or contemplated by this Agreement, and have independently made all arrangements and investigations with respect to insurance.

N. It is expressly understood that this Agreement in no way constitutes payment or other remuneration for genetic material, for a child, or for relinquishment of a child.

NOW THEREFORE, in consideration of the mutual promises contained herein and with the intentions being fully bound hereby, the Parties agree as set forth herein:

1. This document represents the entire agreement between the Donor and the Recipients. There are no additional promises, understandings, agreements or representations between the Parties other than those expressly stated herein.

2. Donor is not related to Recipients.

3. Donor agrees to produce for Recipients' use only, semen samples for the purpose of a known donor, at home or medically assisted pregnancy, and shall immediately, after production of those samples, transfer total ownership and control of those samples to the Recipients. Thereafter Donor shall have no further involvement or control whatsoever regarding how the samples are used by Recipients. Donor understands and agrees that Recipients may use the samples for multiple attempts to achieve a pregnancy through at home insemination, medically assisted intrauterine insemination or in vitro fertilization and may use the samples for more than one pregnancy. The decision to achieve a pregnancy or to create embryo(s) through the use of Donor's samples shall be Recipients' and Recipients' alone. The intention of all Parties is for this arrangement to be legally equivalent to a standard anonymous donation for medically assisted intrauterine insemination or in vitro fertilization, notwithstanding the fact that the Recipients and Donor are aware of each other's identities and conception may occurred via at home insemination.

4. Donor agrees to be tested for sexually transmitted diseases, including syphilis, gonorrhea, and human immunodeficiency virus (HIV). The testing for sexually transmitted diseases, including HIV, shall be completed prior to the delivery of the first semen sample. The results of said testing shall be provided to Recipients. After the testing is complete, Donor agrees not to engage in sexual conduct which may result in contraction of a sexually transmitted disease until he has provided his last semen sample to Recipients. If prior to the delivery of his last semen sample, Donor does engage in sexual conduct which may result in contraction of a sexually transmitted disease, Donor will notify Recipients immediately.

5. The Parties understand that not all attempts of insemination or in vitro fertilization result in pregnancy, that several attempts may be necessary, that there is no guarantee that a pregnancy or a pregnancy which goes to full term will result from the attempts which take place as the result of this Agreement, that there is no guarantee that any pregnancy which does result will produce a healthy child, and that there is no guarantee that any pregnancy which does result will be free from medical complications. In light of all this, Donor agrees

to provide samples until a successful pregnancy occurs, or twelve (12) months, commencing on the signing of this Agreement, has expired. After twelve (12) months have elapsed, Donor's obligation to provide samples shall terminate unless the Parties all agree in writing to attempt to achieve a pregnancy through additional sample donations or to extend the term of the Agreement.

6. Donor understands that he will have no authority of any kind or the ability to make any decisions with respect to any Child born to Recipients as a result of Donor's donation of sperm. Recipients shall have sole responsibility for the raising of the Child. Donor agrees that he will not demand, request, or compel any guardianship, custody, or visitation rights with any Child born to Recipients as a result of Donor's genetic contribution. Donor acknowledges and agrees that the relinquishment of all rights, as stated herein, is final and irrevocable. The Donor understands that his waivers shall prohibit any action on his part for custody, guardianship, or visitation in any future situation during the lifetimes of Recipients and Child, including the event of Recipients divorce, disability or death of only one Recipient.

7. Donor agrees not to attempt to contact, or communicate with, the Child without the express permission of the Recipients. Notwithstanding, in the event that future contact does occur between Donor and Child, the final decision regarding the extent and content of such interaction shall be determined by Recipients and the Donor agrees to abide by any such decision. Any allowed interaction will not indicate consent by Recipients to the Donor having any legal or social rights or responsibilities regarding the Child.

8. Recipients agree to be solely responsible for the payment of any and all medical fees, costs, storage fees, and expenses related to Donor's donation under the terms of this Agreement and the storage of that donation, if any.

9. Recipients acknowledge that they are solely responsible for any Child born as a result of this Agreement. Recipients shall assume full parental, custodial, legal, and financial responsibilities for any Child born pursuant to the intent of this Agreement, regardless of physiological or neurological abnormalities or defects. It is the responsibility of the Recipients to consult with appropriate medical professionals and/or a geneticist, if desired, so as to assess the risk that any Child may develop physiological and/or neurological abnormalities and/or defects. The Recipients hereby holds Donor free and harmless from the consequences, financial, parental, and otherwise, for any physiological and/or neurological defects and/or abnormalities that may afflict, or otherwise affect, the Child.

10. Recipients hereby relinquish any and all rights that they might otherwise have to hold

Donor legally, financially, or emotionally responsible for any Child that results from this Agreement. Recipients further agree that they will not demand, request, or compel the Donor to provide any financial support. Recipients understand that their waiver shall prohibit any action, or support for any action, on their part for financial support or inheritance rights for the Child in any future situation, including the event of Donor's death. Recipients understand that Donor would not consent to the provision of semen without a full assurance and belief that he will not be subject to future responsibility of any resulting Child, including any financial support and inheritance rights.

11. The Parties agree that the Child shall have rights of inheritance as the Child of the Recipients, and the Recipients shall have rights of inheritance of the Child as parents of the Child, as may be provided by law. The Child shall have no rights of inheritance as Child of the Donor, and the Donor shall have no rights of inheritance as a parent of the Child.

12. All Parties relinquish and release any and all rights he or she may have to bring a suit to establish paternity/parentage of a resulting Child. Donor agrees to never start or support any action to claim paternity/parentage in relation to any Child born to the Recipients, or conceived from semen transferred to the Recipients. Recipients agree to never start or support any action to establish Donor's paternity/parentage or obtain Child support in relation to any such Child, and also agrees to not list Donor as the father on any birth certificate, legal record or document, or otherwise make any declaration indicating paternity/parentage of the Donor.

13. The non-child bearing Recipient intends to act as a second legal parent to any Child born to her partner/spouse as a result of this donation, and is fully involved in her partner's/spouse's decision to bear and raise a Child. The Parties understand that, under Nevada law, the non-child bearing Recipient may be considered the legal second parent of any Child born to the delivering Recipient, only if the Recipients are legally married. It is the intention of Recipients that the Child will have two parents, who have jointly chosen to raise a Child, and have taken steps to make this possible, and hereby accept all associated rights and responsibilities as parents. Recipients agree that within six (6) months of the Child's birth, they will commence the necessary Court action (i.e. stepparent/spousal/confirming adoption of the child or termination of parental rights) in order to ensure that any parental rights and responsibilities for the Child Donor may hold are terminated and completely extinguished. Donor agrees to assist the Recipients in any court proceeding to facilitate the termination of his parental rights or adoption of the Child, including, but not limited to, accepting service of documents, and signing a Consent to the Adoption of the Child at least seventy-two (72) hours after the Child's birth. Recipients agree that all costs associated with the commencement of such court proceedings shall be Recipients responsibility.

14. All Parties acknowledge and agree that Recipients shall have absolute authority and power to appoint a guardian for the Child or consent to the Child's adoption by another person, and that the guardian or legal parent may act with sole discretion as to all legal, financial, medical and emotional needs of said Child without any involvement with or demands of authority from the Donor. The responsibilities of the Recipients under this contract, including but not limited to the prohibition against starting or supporting any action to recognize the paternity/parentage of the Donor, shall be binding upon any guardian or representative of the Child or other legal parent.

15. Once Recipients have completed their family, decide not to proceed with a pregnancy, or both Recipients pass away, any sperm samples remaining in storage shall be donated back to Donor unless mutually agreed otherwise by the Parties in writing. Recipients will execute the necessary documentation for their treating clinic and any future storage facility such that said documentation is consistent with the terms of this Agreement. Once Recipients have completed their family, decide not to proceed with a pregnancy, or both Recipients pass away, any embryo(s) created using Donor's sperm samples remaining in storage shall be destroyed. Recipients will execute the necessary documentation for their treating clinic and any future storage facility such that said documentation is consistent with the terms of this Agreement.

16. Donor agrees to provide Recipients any information regarding his medical history that may be unknown to the Recipients.

17. The Recipients agree to notify Donor upon the birth of any Child conceived from Donor's sperm.

18. Donor gives Recipients explicit permission to provide the Child with any information regarding the Donor, including the Donor's identity and contact information, at a time to be determined by Recipients. Donor agrees that the disclosure to the Child of their genetic origin is to be determined by Recipients in their sole discretion. The Parties agree to keep the terms of this Agreement and the identity of the Parties confidential, and shall not disclose this information to anyone other than the attorneys and physicians involved with carrying out their agreement, the Parties' immediate family members and anyone else otherwise agreed to in writing in advance by the Parties. This includes not providing any information to the public, news media, web sites, chat rooms, blogs, any internet or social networking medium or any other individual or group regarding their involvement in this Agreement, without prior written consent of all Parties hereto.

19. In the event of the death of any party, the responsibilities of that party, as defined in this contract, shall remain binding upon his or her heirs and estate.

20. In the event that the Donor is ever found by a court to have a financial responsibility for the Child, the Recipients agrees to reimburse the Donor for any amounts that the Donor are legally compelled to provide for the Child.

21. The Recipients agree to indemnify and hold harmless Donor from personal financial loss or expense, including reasonable legal fees and costs, if any, arising out of any claim, demand, suit, judgment, dispute, contest or challenge by reason of any act or omission arising from Donor's role as a sperm donor for the Recipients.

22. In the event of any legal claim, demand, suit, judgment, dispute, contest or challenge regarding the Donor's legal responsibilities for any Child conceived by the Recipients, or seeking to establish legal paternity/parentage by Donor for such Child, or relating to the validity, applicability or enforceability of this contract or any portion thereof, the Recipients agree to indemnify Donor for their reasonable legal fees, costs and expenses related to the defense of this contract or the defense of the position that the Donor should not have legal paternity/parentage or legal or financial responsibilities for the Child. This is applicable regardless of where the dispute or contest originates, and includes challenges by the state, Child, Recipients, relatives, or other third parties.

23. All references to "Child" herein shall be understood to apply to any children resulting from the genetic contributions of Donor to Recipients pursuant to the terms of this Agreement, and may be plural.

24. Each party acknowledges and agrees that she or he signed this Agreement voluntarily and freely, of his or her own choice, without any duress of any kind whatsoever. It is further acknowledged that each party understands the meaning and significance of each provision of this Agreement. Each party is aware of their right to obtain independent legal counsel, and each acknowledges having had an opportunity to exercise this right or have waived the right to independent legal counsel prior to signing this contract. Recipients were represented by

\_\_\_\_\_, \_\_\_\_\_ and Donor was represented by attorney Heather M. Strickland, MyersStrickland, PLLC . Recipients shall be financially responsible for any legal fees they incurred associated with the preparation and finalization of this Agreement.

25. The Parties acknowledge and agree that any changes or amendments to the terms and conditions of this Agreement must be in writing and signed by all Parties.

26. In the event of legal action or arbitration, the Parties to this Agreement request that the court or arbitrator uphold and enforce the basic intent of this contract: that Recipients shall be the sole parents of any Child conceived by the Recipients with Donor's sperm, and that



DONOR:

Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

Donor

STATE OF \_\_\_\_\_ )

) ss

COUNTY OF \_\_\_\_\_ )

The foregoing instrument acknowledged be me this \_\_\_ day of \_\_\_\_\_, 20\_\_,  
by Donor.

\_\_\_\_\_

Notary Public