

# Joni Voloshin Performance Horses

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## FROZEN SEMEN CONTRACT

### A Tru Rolex 1996 APHA Black Tobiano Stallion

This Contract is made this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between Joni Voloshin, hereinafter referred to as "Stallion Owner", and \_\_\_\_\_ hereinafter referred to as "Mare Owner".

Stallion Owner and Breeding Facility agree to provide Frozen Semen collected from A Tru Rolex, 1996 APHA Black Tobiano Stallion, APHA Registration No. 334913 (the "Stallion"), for Insemination of the Mare \_\_\_\_\_, Registration No. \_\_\_\_\_, (the "Mare"), subject to the following terms and conditions:

- 1 This Breeding Fee for Stallion is \$850.00, of which \$425.00 shall be payable at the time of execution of this Contract as a Booking Fee. **Said Booking Fee serves as a non-refundable Deposit.**
2. Other fees/expenses incurred in connection with the shipment of Frozen Semen are set forth below and shall be paid in full prior to shipment:

Breeding Fee Balance	\$425.00
Handling/Processing/Shipping	\$_____ Per Shipment
___ Doses @\$_____ Per Dose	\$_____
Cost Per Breeding Dose	\$_____ Per Shipment
Container Deposit	\$_____ Per Shipment

3. Mare Owner agrees to return shipping Container to Breeding Facility at Mare owner's expense within \_\_\_\_ days from the date of receipt. Failure to do so will result in a charge of \$25.00 per day for each day over \_\_\_\_ days, said charge to be deducted from the Container Deposit. Mare Owner agrees to insure Container during the return shipment at Mare Owner's expense. If Container is shipped uninsured and damage occurs, Mare Owner forfeits the Container deposit.
4. **All fees must be paid prior to shipment.** Personal checks in payment of the Breeding Fee Balance, Container Deposit, Handling/Processing Fee and Shipping Expenses must be received by us 10 days prior to shipment. Cashier Checks, Certified Checks and Credit Card Payments will receive immediate credit.
5. **All fees are payable to "Joni Voloshin".**
6. The following documentation shall be delivered to Stallion Owner at the time this Contract is executed:

- a. A photostatic copy of Mare's Registration papers (both sides); and
  - b. A Veterinarian's Health Certificate including uterine culture, worming and immunization records.
7. Breeding Facility reserves the right to approval ALL locations where the Semen will be shipped and will only ship to those locations where Frozen Semen will be handled properly. **Mare must be inseminated by a licensed veterinarian or technician.**
  8. Frozen Semen will be shipped Federal Express or UPS.
  9. Mare Owner will furnish Breeding Facility with phone numbers where he/she can be reached to advise Mare Owner that a shipment has been made and to give Mare Owner the tracking number.
  10. Neither Stallion Owner nor Breeding Facility or any of their representatives shall be liable for failure of the Mare to get in foal for any reason whatsoever. Mare Owner specifically understands that neither Stallion Owner nor Breeding Facility make any warranties or guarantees, express or implied, as to the fertilizing capacity of any Semen provided. Mare Owner acknowledges that Breeding Facility cannot guarantee delivery within a certain time period, nor that the Frozen Semen will safely reach its destination without losing some of its integrity, quality or characteristics.
  11. The Semen shipped may be used for the Mare designed in this Contract only and may NOT be used to inseminate any other mares.
  12. **Color Guarantee.** Stallion Owner guarantees that the foal shall have sufficient color to be registered in the APHA Regular Registry in accordance with the APHA Color Requirements. If, under APHA Color Requirements the breeding results in a Breeding Stock Foal, Mare Owner will be entitled to a return privilege with the same Mare, or an approved substitute the following season only.
  13. **Live Foal Guarantee.** Live Foal shall be defined a a foal that shall stand and nurse without assistance and survive the first 24 hours. If Mare aborts her foal, the foal is stillborn or said foal does not survive longer than 24 hours, a return season will be guaranteed for the following year only provided proper notification is given to Stallion Owner of the loss. Proper notification shall be defined as written certification by a licensed veterinarian within seven (7) days from the date Mare is proved not to be in foal or loses her foal as set forth herein and Mare Owner must certify that such abortion or death did not result from any act or omission of Mare Owner. Failure to provide notification as set forth herein shall void the Live Foal Guarantee. The Live Foal Guarantee shall be void if Mare is abused, participates in a face, race training or a racing event, or otherwise participates in hazardous activity after being pronounced safe in foal.
  14. Mare Owner must furnish a Stallion Owner with a veterinary certificate confirming that Mare is in foal as a result of the Frozen Semen insemination within 60 days post breeding. Failure to notify Stallion Owner will void the Live Foal Guarantee.
  15. Booster rhino pneumonia vaccinations must be administered as indicated by the Mare Owner's veterinarian as the Mare progresses through her pregnancy. Failure to do this will void the Live Foal Guarantee.
  16. A Breeders Certificate shall be issued to Mare Owner only after Mare Owner has notified Stallion

Owner that said Mare has produced a Live Foal and only after payment of all bills due on said Mare have been received.

- 17. The breeding season in force for this Contract shall begin \_\_\_\_\_ and close \_\_\_\_\_ of the year covered by this Contract.
- 20. This Contract shall not be transferable by Mare Owner without the prior written consent of Stallion Owner.
- 21. This Contract constitutes the entire agreement between the parties; any amendments of the terms of this Agreement must be in writing.
- 22. This Contract is entered into and shall be interpreted and enforced under the laws of the State of Colorado. Should it be necessary for Stallion Owner or Breeding Facility to employ an attorney to enforce any of the terms of this Agreement, including collection of money owed, Mare Owner shall pay all reasonable attorneys' fees, costs of suit and other expenses reasonably related to enforcing this Agreement.

**AGREED:**

**STALLION OWNER:**

**Joni Voloshin Performance Horses**

Box 900

Craig, CO 81626

TEL: 970-824-3737

E-Mail: [atrurolex@hotmail.com](mailto:atrurolex@hotmail.com)

**MARE OWNER:**

**Please Print Name, Address, Telephone  
Number and E-Mail of Mare Owner:**

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By: \_\_\_\_\_  
Joni Voloshin

By \_\_\_\_\_  
Signature of Mare Owner

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

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

**THE FOLLOWING INFORMATION MUST BE COMPLETED AND FURNISHED  
TO STALLION OWNER AT THE TIME THIS CONTRACT IS SUBMITTED**

**A. Mare Information**

Mare's Name \_\_\_\_\_ Breed \_\_\_\_\_

Color/Type \_\_\_\_\_ Foaling Date \_\_\_\_\_

Registration No. \_\_\_\_\_

Has this Mare Ever:

Been bred before? \_\_\_\_\_ Yes \_\_\_\_\_ No

Been bred with Cooled or Frozen Semen before? \_\_\_\_\_ Yes \_\_\_\_\_ No

**B. Owner Information**

Name of Mare Owner \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ E-Mail \_\_\_\_\_

**C. Veterinary Information for Delivery of Frozen Semen**

Veterinarian's Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ E-Mail \_\_\_\_\_

**CREDIT CARD INFORMATION**

We Accept Visa and MasterCard in payment of the Breeding Fees and Booking Fee.  
Please furnish the following information if you wish to pay with your Credit Card.

Charge to my: ( ) Visa ( ) MasterCard

Card Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Name on Card (Please Print): \_\_\_\_\_

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