

Joni Voloshin Performance Horses

Joni Voloshin
Box 900

Craig, Colorado 81626

TEL: 970-824-3737 FAX: 970-824-3737

E-Mail: atrurolex@hotmail.com Website: www.atrulegacy.com

For Semen orders Call- Nancie Wright 719-372-6046

SHIPPED SEMEN CONTRACT

A Tru Legacy, 1996 APHA Black Tobiano Stallion

This Contract for Shipped Semen is made and entered into this ____ day of _____, 2009, by and between _____, ("Mare Owner"), Joni Voloshin Performance Horses ("Breeder").

Breeder agrees to ship Cooled Semen collected from A Tru Legacy, 1998 APHA Black Tobiano Stallion, APHA Registration No. 427489 (the "Stallion"), for Artificial Insemination of the Mare _____, Registration No. _____ (the "Mare"), subject to the following terms and conditions:

BREEDING FEES

1. The Breeding Fee for Stallion is \$850.00, of which \$425.00 shall be payable at the time of the 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 Cooled Semen are set forth below and shall be paid in full prior to shipment:

Breeding Fee Balance.....	\$ 425.00
Collection/Shipping/Container Fee.....	\$ 250.00
3. Additional shipments, if needed, shall be \$250.00 each, pre-paid. Additional shipments must be guaranteed with a credit card, by filling out and signing the credit card information section of this contract. Additional shipments will not be charged, to the card, unless and until ordered.
4. Personal checks for payment of the breeding fee balance, collection, shipping and container fee must be received by us 10 days prior to shipment. Cashier or Certified Checks will receive immediate credit.
5. **All fees are payable to "Joni Voloshin".**

REQUIRED BREEDING DOCUMENTATION

6. The following documentation shall be delivered to Breeder at the time this Contract is executed:
 - a. A copy of Mare's Registration papers (both sides).

COLLECTION OF SEMEN

7. Collection/Shipping days for Cooled Semen shall be Monday, Wednesday and Friday only for delivery on Tuesday, Thursday and Saturday only.
8. All requests for Semen must be made by 2:00pm the day before collection, subject to having a finalized breeding agreement in place and all required fees having been paid in full.
9. Semen may be requested at any time; however, a contract for Cooled Semen does not guarantee that Semen will be available on the day you submit your request. All requests for Shipped Semen will be filled as received, subject to availability.
10. Cancellations for shipments must be made by 7:00 AM: cancellations made after that will incur a \$150.00 service fee.
11. All requests for Semen, cancellations and shipment inquiries shall be directed to Nancie Wright @ 719-372-6046.

SHIPMENT OF SEMEN

12. Breeder reserves the right to approve ALL locations where Semen will be shipped and will ONLY ship to those locations where Cooled Semen will be handled properly.
13. Semen will be shipped Federal Express, priority overnight delivery, which generally arrives by 10:00am the following day. Certain types of Federal Express service are not available in some areas; it is the Mare Owner's responsibility to contact Federal Express to learn of any delivery limitations in his/her area and to notify us of how the shipment can reach him/her the next day. Any additional charges/fees for alternative shipping will be billed to Mare Owner.
14. If the Mare Owner wishes to be advised of shipment tracking information, the Mare Owner shall notify Nancie Wright 719-372-6046, in advance of the shipment, of the phone numbers, where the Mare Owner can be reached.
15. No warranty, express or implied, shall accompany the Cooled Semen transferred under the terms of this Agreement. Even though Breeder will make every attempt to get Cooled Semen to your Mare timely and in good condition, Mare Owner acknowledges that Breeder cannot guarantee delivery within a certain time period, nor that the Cooled Semen will safely reach the insemination destination without losing some of its integrity, quality or characteristics.

COOLED SEMEN HANDLING

16. Mare must be inseminated within 48 hours after collection of the Semen by a licensed veterinarian or technician. Please note that calculation of the 48 hours begins with the time of collection, NOT the time of receipt/delivery of the Semen at the insemination destination.
17. The semen shipped may be used for the Mare designated in this Contract ONLY and may not be used to inseminate any other mares.

LIVE FOAL GUARANTEE

18. Mare owner must furnish a veterinary certificate confirming that Mare is or is not in foal as a result of the Cooled Semen insemination within 60 days post breeding. Failure to notify Breeder within 60 days will void the Live Foal Guarantee.
19. Live Foal shall be defined as *a foal that shall stand and nurse without assistance and survive the first 24 hours*. If the Mare aborts the foal, the foal is stillborn, the foal does not survive longer than 24 hours, or if the Mare does not settle, a return season will be guaranteed for the following year, only, provided proper notification is given to Breeder. A veterinarian's breeding soundness certificate, including uterine culture shall be provided prior to the next breeding season.
20. 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 above and Mare Owner must certify that such abortion or death did not result from any act or omission of the Mare Owner. Failure to provide notification as set forth above shall void the Live Foal Guarantee.
21. The Live Foal Guarantee shall be void if Mare is abused, participates in a race, race training or a racing event, or otherwise participates in hazardous activity after being pronounced safe in foal.
22. Booster rhino pneumonitis 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.
23. Mare Owner understands and agrees that neither Breeder nor Breeding Facility shall be held liable for the loss, abortion or death of said foal.

COLOR GUARANTEE

24. Breeder 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.

REGISTRATION APPLICATION

25. The Registration Application shall be issued to Mare Owner only after Mare Owner has notified Breeder that said Mare has produced a live foal and only after payment of all bills due on said Mare have been received. Requests may be made by filling out the "on-line" Request for Registration Application form (at www.atrurolex.com), in writing or by phone.

MISCELLANEOUS

26. The breeding season in force for this Contract shall begin February 20, will end June 1 of the year covered by this Contract.

27. It is further agreed that should the above-named Stallion die or become unfit for service, or if the above-named Mare dies during the breeding season, then Mare Owner may substitute another mare or breed the above-named Mare to another Stallion, owned by the Breeder and standing that year or use frozen semen, if available.

28. This Contract shall not be transferable by Mare Owner without the prior written consent of Breeder.

29. This Contract is entered into, and shall be interpreted and enforced under, the laws of the State of Colorado. Any legal action must be brought in Moffat County, Colorado. Should it be necessary for Breeder 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.

30. This contract represents the entire agreement between the Mare Owner and the Breeder. No other agreements or promises, verbal or implied are included, any amendments to or modifications of the terms of this agreement, must be in writing. Each party should individually initial additional comments. If no additional comments, initial here (_____) Mare Owner, (_____) Breeder

AGREED: BREEDER:

Joni Voloshin Performance Horses
Box 900
Craig, CO 81626
Telephone: 970-824-3737
E-Mail: atrurolex@hotmail.com

AGREED: MARE OWNER:

Please Print Name, Address, Telephone
Number of Mare Owner:

By: _____

Date: _____

By: _____
Signature of Mare Owner

Date: _____

**THE FOLLOWING INFORMATION MUST BE COMPLETED AND
FURNISHED TO BREEDER AT THE TIME THE CONTRACT IS SUBMITTED**

A. Mare Information

Mare's Name _____ Registration # _____

Owners Name (as appears on papers): _____

Breed: APHA AQHA TB Other _____ Pattern: Solid Tobiano Overo Other

Mare is (please circle one): Maiden Open In Foal, if so, last breeding date _____

Estimated date when first shipment is required ____/____/____

B. Owner Information

Name of Mare Owner _____

Address _____

City _____ State _____ Zip _____

Telephone _____ E-Mail _____

Emergency Contact _____

Emergency Number _____

C. Veterinary Information for Delivery of Cooled Semen

Veterinarian's Name _____

Address _____

City _____ State _____ Zip _____

Telephone _____ E-Mail _____

Emergency Contact _____

Emergency Number _____

CREDIT CARD INFORMATION

We accept Visa & MasterCard for payment of the Breeding Fees, Booking Fee and Shipping & Collection Fees. Please furnish the following information if you wish to pay with your credit card.

Charge to my: () Visa () MasterCard

Card Number: _____ - _____ - _____ - _____ Authorization Code: _____

Name on Card (Please Print): _____ Expiration Date: _____

Card Holder's Signature: _____ Date: _____

PAYMENT INFORMATION

Amounts to be charged to my credit card:

\$ _____ Breeding Fee (\$425)

\$ _____ Booking Fee (\$425)

\$ _____ Collection, Shipping and
Container Fee (\$250)

\$ _____ Total

Amounts to be paid by check:

\$ _____ Breeding Fee (\$425)

\$ _____ Booking Fee (\$425)

\$ _____ Collection, Shipping and
Container Fee (\$250)

\$ _____ Total

ADDITIONAL SHIPMENTS

I authorize that additional shipments may be charged to the credit card, listed above, when verbally ordered by me or my agent(s). Card Holder's Signature: _____ Date: _____