

# Walsh Quarter Horses, LLC

Walsh Quarter Horses, LLC

21375 Hwy 550 South

Montrose CO 81403

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## BREEDING CONTRACT & SHIPPED SEMEN CONTRACT

This Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between \_\_\_\_\_, (“mare Owner”) and Walsh Quarter Horses (“Breeder”). Breeder agrees to ship Cooled Semen or on the Farm Breeding collected from \_\_\_\_\_, 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 \$ \_\_\_\_\_, of which \$ \_\_\_\_\_ 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.....\$ \_\_\_\_\_  
Collection/Shipping/Container Fee..... \$ \_\_\_\_\_
3. Additional shipments, if needed, shall be \$ \_\_\_\_\_ 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. On the farm mare care per day

		<b>Dry</b>	<b>Wet</b>
( )	Lighted Stall	\$18	\$20
( )	Covered Pen	\$14	\$16
( )	Open Pen	\$12	\$14
( )	Pasture	\$10	n/a

5. 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.
6. **All fees are payable to “Walsh Quarter Horses, LLC”.**

### REQUIRED BREEDING DOCUMENTATION

7. The following documentation shall be delivered to Breeder at the time this Contract is executed:
  - a. A copy of Mare’s Registration papers.

### COLLECTION OF SEMEN

8. Collection/Shipping days for Cooled Semen shall be Monday, Wednesday and Friday only for delivery on Tuesday, Thursday, and Saturday only.
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. All requests for Semen must be made by **5 p.m.** (Mountain Time) to **Penny Walsh** the day before collection, subject to having a finalized breeding agreement in place and all required fees having been paid in full.

11. All requests for Semen, cancellations and shipment inquiries shall be directed to **Penny Walsh** at **970-249-0998**.

## **SHIPMENT OF SEMEN**

12. Breeder reserves the right to approve ALL location 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 a.m. 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 the Breeder of how the shipment can reach him/her the next day. Any additional charges/fees for alternative shipping will be billed to the Mare Owner.
14. If the Mare Owner wishes to be advised of shipment tracking information, the Mare Owner shall notify Walsh Quarter Horses, LLC at 970-249-0998, 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 terms of this Agreement. Even though the Breeder will make every attempt to get Cooled Semen to you 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 with our 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 if provided proper notification is given to Breeder.
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 vaccination 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.

## **REGISTRATION APPLICATION**

24. 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 in writing or by phone.

**MISCELLANEOUS**

- 25. The Breeding season in force for this contract shall begin February 15 and will close July 30 of the year covered by this Contract.
- 26. It is further agreed that should the above named Stallion die or become unavailable for service, or if the above named Mare dies during the breeding season, the Mare Owner my substitute another mare or breed the above named Mare to another Stallion , owned by the Breeder and standing that year or use frozen semen, in available.
- 27. This Contract shall not be transferable by Mare Owner without the prior written consent of Breeder.
- 28. 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 Montrose 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, cost of suit and other expenses reasonably related to enforcing this Agreement.
- 29. This Contract represents the entire agreement between the Mare Owner and the Breeder. No other agreements or promises, verbal or implied are included, and 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**

Walsh Quarter Horses, LLC  
 21375 Hwy 550 South  
 Montrose CO 81403  
 Telephone: 970-249-0998  
 E-Mail: [walshquarterhorses@gmail.com](mailto:walshquarterhorses@gmail.com)  
 By: \_\_\_\_\_  
 Date: \_\_\_\_\_

**AGREED : MARE OWNER**

Please Print Mare Owner’s  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Cell: \_\_\_\_\_  
 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 # \_\_\_\_\_  
 Owner’s Name (as appears on papers): \_\_\_\_\_  
 Breed: AQHA APHA TB Other \_\_\_\_\_ Color: \_\_\_\_\_  
 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, cashier's check or personal check for payment of the Breeding Fees, Booking Fee and Shipping and Collection Fees.

Charge to my: ( ) Card ( ) Check

Card Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Authorization Code: \_\_\_\_\_

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

Expiration Date: \_\_\_\_\_ Billing Zip Code: \_\_\_\_\_

Card Holder's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**PAYMENT INFORMATION**

\$ \_\_\_\_\_ Breeding Fee  
\$ \_\_\_\_\_ Booking Fee  
\$ \_\_\_\_\_ Collection, Shipping and Container Fee  
\$ \_\_\_\_\_ 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: \_\_\_\_\_