

Fox Creek Performance Horses

Heidi Schlenker • 853 Pine Grove Road • Fredericksburg, PA 17026

Phone: (972)750-8278 • Email: stallionflyers@gmail.com

Website: <https://www.volturi.net>

VOLTURI 2024 BREEDING CONTRACT

THIS AGREEMENT, made in duplicate and entered into this ____ day of _____, _____, by and between _____ (hereinafter referred to as "Mare Owner") and Heidi Schlenker (hereinafter referred to as "Stallion Manager" and "Owner").

WHEREAS, Heidi Schlenker is the manager and owner of stallion VOLTURI, and Mare owner is the owner/lessee of a certain mare named _____, registration #(s) _____, associations: _____.

WHEREAS, said Stallion will stand at stud during the season of 2024 at Fox Creek Performance Horses and the parties hereto desire to contract for the servicing of the above mare by said stallion during the breeding season of 2024. Breeding Season will begin February 12th 2024 and End July 19th, 2024.

NOW, THEREFORE, in consideration of the premises herein contained, it is agreed as follows:

- 1. STALLION SERVICES AND FEES:** Stallion Manager does hereby reserve for Mare Owner, one season's booking in 2024 to said stallion for cover of said mare. The Stallion service fee is \$1000. Shipping and Collection is \$450.00 and payable to Heidi Schlenker directly before ordering semen. In consideration of the reservation by Stallion Manager of said booking, Mare Owner shall pay Heidi Schlenker, the stallion service fee in full **before requesting semen** in 2024. Please email your contract to: Heidi Schlenker at stallionflyers@gmail.com and PayPal, Venmo, or use a credit card to pay the \$1000 breeding fee. Shipping & Collection fee of \$450 is due 48 hrs before requesting semen in 2023.

Please note: A valid credit card must be on file even if it is not your chosen method of payment. Mare owner may choose to pay stallion service fees & Shipping/Collection fees via Credit Card, PayPal, or Venmo; however, if using a Credit Card or Paypal a 3.75% fee will be assessed in order to cover the cost of fees, unless mare owner sends it through PayPal friends and family. Stallion owner strongly urges mare owners to utilize Venmo for payment of stallion service fees to avoid fees. Venmo handle is @Heidi-Schlenker-1 PayPal address is horsepowergraphics@yahoo.com

- (A) COOLED SHIPPED SEMEN:** The entire breeding fee must be paid in advance of the first shipment of semen. No Exceptions. Shipments of semen will be shipped to mare owner by PRIORITY OVERNIGHT FEDEX. Shipments sent via priority overnight delivery will be billed at the rate of \$450.00 per shipment (which includes the collection fee). Any extra fees charged by FedEx for Saturday delivery or early a.m. delivery via Fed Ex First Overnight (if requested), or pertaining to COVID 19 are the responsibility of the mare owner. We begin collecting promptly at 8AM unless there is a counter to counter shipment on the books, in which case collection begins at 6AM. We make every effort to provide 2 doses of semen for each mare, however, there is no way to tell how many mares will be ready to breed on any given collection day. You will ALWAYS receive at LEAST one dose of semen with a minimum of 1 billion progressively motile cells.
- (B) Cancellations:** Cancellations of shipments for cooled shipped semen must be received by 8AM Eastern Standard Time. If a cancellation is called in after the cutoff time you will be charged \$200 for collection and supplies. Please understand that some days there is only 1 mare on the books to ship to that day, and other days there may be as many as 10 or more. Your timely cancellation is appreciated.
- (C) COUNTER TO COUNTER:** Counter to Counter shipments are available via American Airlines Cargo only, and **only if** there are available flights to your receiving airport. Counter to Counter fee is \$550 per shipment. If you plan to use counter to counter, please let me know in advance.

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1. **Notification:** Please notify us **THE DAY BEFORE** needing semen for a counter to counter shipment. Due to the nature of counter to counter, we need to be able to make sure there is a flight available for your shipment.
2. **Cancellations:** **The cancellation cutoff time for Counter to Counter shipments is 6 AM Eastern Standard Time the day of collection.** Due to our geographic area, many flights leave at 7 AM or before and semen has to be at the cargo center two hours prior. If a cancellation is received **after** the cutoff time you will be charged \$350 to cover the cost of collection, supplies, and courier.
3. **REQUESTS FOR SHIPMENT: Mare Owner should notify Stallion Manager (by telephone) NO LATER THAN 8:00 A.M. EASTERN TIME ON COLLECTION DAYS. Requests for shipments should be received by 5:00 PM Eastern Standard Time the day prior to collection and no later than 8:00 a.m. Eastern Time the day of collection.** Requests called in after 8:00 AM Eastern Standard Time the day of collection will not be processed as we begin collections promptly at 8:00 a.m. **Requests for semen shipments are to be received by telephone only. Collection days are Monday, Wednesday, Friday.** Please be sure your vet sets your mare up accordingly to be bred on a Tuesday, Thursday, or Saturday.

(D) **On Farm Pickups:** You may choose to pick up your semen on the farm. On-farm pickups are \$250.

(E) **REMAINING BALANCES:** Mare Owner agrees to pay, in full, any remaining balance at the time mare is found to be in foal by a licensed veterinarian. If mare owner fails to pay any remaining balances to stallion owner a breeder's certificate will not be provided and your mare will not be included on the stallion breeding report. No exceptions.

(F) **DISCOUNTS:** Multiple mare Discounts are available at the rate of \$100 off per mare.

(G) **CONSIDERATIONS:** Special considerations may be given to proven producing mares on a case by case basis. Please reach out to discuss potential considerations for your mare.

(H) **PAYMENT:** Payment may be made by cash, check, or credit card (Visa, Mastercard or Discover), Paypal, or Venmo. If paying by Credit Card or Paypal a 3.75% credit card fee will be charged. The stallion service fee and shipping and collection fee must be paid in full, prior to semen shipment.

2. GUARANTEES:

(A). **LIVE FOAL GUARANTEE:** Stallion owner offers a live foal guarantee. If the mare does not settle, produces a stillborn foal, or the foal is unable to stand and nurse, mare is eligible for a free return service the following year **only if all services pertaining to the mare have been performed by a licensed veterinarian and under these conditions:** (Note: Guarantee is limited to the stallion service fee only, and the stallion owner, manager, and agents are held harmless from all liability. Shipping and collection fee per shipment will still apply.

(1). Mare must halter broke, free from infectious or contagious disease, dewormed regularly, vaccinated annually for EWT, strangles, and rhinopneumonitis, and certified in good physical and sound breeding condition prior to breeding, and thereafter, and during her pregnancy.

(2). **Stallion owner must be informed of any foal death within 7 days, and of miscarriage within 30 days by certified letter, return receipt requested.**

(3). Mare must not have had her labor artificially induced. **Stallion owner has been allowed to breed through 3 heat cycles. If mare does not settle within three heat cycles mare owner will be given a rebreed for the following season.**

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(4). In the event the stallion is sold or otherwise not owned by Heidi Schlenker then the LFG shall immediately become null and void upon transfer of ownership.

(5). In the event the mare is sold before foaling, the Live Foal Guarantee (LFG) becomes null and void upon transfer of ownership of the mare.

3. **SUBSTITUTIONS:** Should the above named mare die or become unfit for service **prior to being inseminated**, mare owner may substitute another mare for the 2023 stallion service fee. Breeding will not carry over to the 2024 season.

4. **CULTURES:** Mare must have a clean culture within 90 days of breeding. We highly recommend both culture and cytology prior to breeding.

5. **LIABILITY:** During the time that said mare shall be in the custody of Stallion Manager, Stallion Manager and/or Stallion Owners shall not be liable for any sickness, disease, injury or death which may be suffered by mare. However, all necessary precautions will be taken to insure said mare's well being. Mare Owner shall not be liable for any injury caused to Stallion or Stallion Manager's premises while in the care and custody of Stallion Manager. HOWEVER, it is Mare Owner's duty and responsibility to warn Stallion Manager if mare has vicious propensities. If Stallion Manager is not so warned of such vicious propensities then the Mare Owner is to be held liable for any injury or damages caused by said mare.

6. **REGISTRATION PAPERS:** A photocopy of the mare's registration papers MUST accompany this contract.

7. **FAILURE BY STALLION MANAGER/STALLION OWNER:** Should Stallion Manager/Owner fail to, or be unable to perform this contract, for any reason not set forth above, a breeding to a substitute stallion will be offered.

8. **MARE INSEMINATION:** Mare must be inseminated on the date of delivery. **The semen may be used for the designated mare only.**

9. **SEMEN QUALITY:** Stallion has been blood typed. The semen has been analyzed and tested and is free from infectious and contagious disease. Stallion is tested negative for EVA. Sperm count, motility, collection, and packaging procedures, meet and/or exceed industry standards.

10. **CONTAINER DEPOSITS:** No deposits are required on Equitainers. However, Mare owner is REQUIRED to return said container to Stallion Manager by overnight delivery within 48 hours of receipt of same. If container is not returned in said manner, Mare owner will be obligated to pay to Stallion Manager a \$200.00 late fee. If the container is not returned within 6 days of shipment, mare owner is obligated to pay Stallion Manager \$400.00 for the replacement cost of said Equitainer. **Please ship disposable containers back to Fox Creek performance Horses via FedEx Ground within 48 hours of receipt of same.** Failure to return shipping boxes will result in a \$50 charge.

11. **BREEDERS CERTIFICATES:** Breeders certificates will be released online after all monetary obligations by mare owner have been paid in full. If you wish to receive a paper copy of the breeder's certificate, please note that here _____ otherwise, the breeder's certificate will only be available online.

12. **BREEDINGS PURCHASED THROUGH FUTURITIES:** Multiple mare discounts, proven mare discounts, and world and reserve world champion discounts are not applicable to be applied to breedings purchased through futurities or stallion service auctions.

13. **ASSIGNMENT OF CONTRACT:** In the event the mare is sold prior to foaling, this contract will NOT transfer with the mare to the new owners. **This contract cannot be sold for the use on another mare or sold before the contract is fulfilled.**



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14. **RETURNED CHECK POLICY:** In the event Mare Owner’s check is returned for insufficient funds, Mare Owner is responsible for a returned check fee in the amount of \$50.00. Reimbursement to cover said returned check and returned check fee must be made by money order, cashier’s or certified check or by credit card.

SIGNED AND AGREED to this ____ day of _____, 20().

BY: _____STALLION OWNER/Heidi Schlenker

By: _____ MARE OWNER



Fredericksburg, Pennsylvania

BUILT ON INTEGRITY

Address: 853 Pine Grove Road, Fredericksburg, PA 17026

Phone: (972)750-8278

Email: stallionflyers@gmail.com

Cooled Shipped Semen Information

Contract Type: New Rebreed Stallion Service Auction Purchase (please circle one)

Mare: _____

AQHA Registration # _____ APHA Registration # _____ (please attach a copy of registration papers)

Is this an embryo transfer breeding? Yes No (please circle one)

Mare Owner:

Name: _____
Address: _____
City/State/Zip: _____
Phone: Home _____
Work _____
Mobile _____
Fax _____
Email Address: _____

Billing Address: (if different than mare owner)

Name: _____
Address: _____
City/State/Zip: _____
Phone: Home _____
Work _____
Mobile _____
Fax _____
Email Address: _____

Shipping Information

(Must be a physical address, NO PO Boxes)

Ship To: _____
Contact: _____
Vet (if different): _____
Address: _____
City, State, Zip: _____
Phone: _____
Fax: _____
Email: _____
Signature Required Yes No (Must circle one)

FedEx Saturday Delivery Address

(if different)

Ship To: _____
Contact: _____
Vet (if different): _____
Address: _____
City, State, Zip: _____
Phone: _____
Fax: _____
Email: _____
Signature Required Yes No (Must circle one)

Closest Major Airport:

Airport: _____ American Airlines Cargo Only Airport Code: _____

I hereby authorize Fox Creek Performance Horse to charge the following credit card for charges not prepaid:

A 3.75% Convenience Fee will be charged on all Credit Card Transactions.

Circle One: VISA MasterCard AmEx Discover
Name as appears on card: _____
Card Number: _____
Expiration Date: ____/____/____ 3 or 4 Digit CCV# _____ Billing Zip Code: _____
Authorized Signature: _____