

Bear Creek Frenchies

417-880-9100

STUD SERVICE CONTRACT

Date: _____

This agreement is made between Bear Creek Frenchies (the Stud Owner) and the Bitch Owner:

For the stud service between:

Stud: _____

AKC Reg. # _____

OFA Congenital Cardiac Certification: _____

OFA Patellar Luxation Certification: _____

Bitch: _____

AKC Reg. # _____

Expected Date Of Service _____ Actual Date of Service _____

Projected whelping Date: _____

Payment Due the Stud Owner - Basic stud fee = \$500.00

TOTAL DUE: \$ _____

Paid by Cash: ____ Cashier's Check # _____ PayPal: ____ Date: _____

Bitch Owner is responsible for all related vet fees.

Stud Owner's Representations

1. **STUD HEALTH GUARANTEE:** Bear Creek Frenchies guarantees that the stud is healthy and free of signs and symptoms of disease or congenital defects.

2. **CONCEPTION FAILURE:** If the bitch fails to conceive, Stud Owner will provide a second stud service at no charge for the bitch provided the Bitch Owner notifies within 7 days after the

projected whelping date. Failure to notify Bear Creek Frenchies constitutes a null and void contract. A letter from a certified Veterinarian shall be provided to the Stud Owner for proof the bitch is not bred and for records in her file. There is no third breeding. Breed back option expires in one (1) year from date of first breeding.

3. NUMBER OF PUPS: If the bitch does not whelp at least two puppies that live past 10 days, Stud Owner will provide a second stud service provided the Bitch Owner notifies within 14 days of whelping. Failure to notify Stud Owner constitutes a null and void contract. There is no third breeding. Breed back option expires in one (1) year from date of first breeding.

4. BREEDING'S: A stud service will consist of two "fresh semen" artificial inseminations.

5. LITTER REGISTRATION: Stud Owner will only sign the litter registration application after all fees and conditions of this agreement are met by Bitch Owner.

6. Both parties agree that if the bitch changes ownership the stud service will be null and void.

Bitch Owner's Representations

1. BITCH HEALTH GUARANTEE: Bitch Owner guarantees the bitch is current on all immunizations, de-worming and free from any diseases and congenital defects.

2. BREEDING DATE: It's the responsibility of the Bitch Owner to determine the optimum time for breeding.

3. PUPPY OWNERS: Bitch Owner will not knowingly sell, give or release any puppy from this breeding to a pet shop, retail store, puppy mill, dog dealer, animal testing facility, research facility, or any broker or other agent for these.

4. GENETIC DEFECTS IN LITTER: Bitch Owner will tell Stud Owner of any genetic defects that appear in any puppy from this breeding.

5. PURITY OF LITTER: Bitch Owner will not expose the bitch to any other stud dog or other intact male dogs before or after the breeding until the bitch has completed her heat cycle.

6. RECORDS: Bitch Owner will provide the following for Stud Owner's records

- Three to five generation pedigree of bitch.
- Copy of AKC registration.
- Copy of completed AKC Litter Record.

- Clear digital photos: two of bitch, of litter at birth, at four weeks, and at eight weeks.

7. RESPONSIBILITY OF COSTS: Bitch Owner is responsible for the cost of veterinary care for the bitch.

8. PAYMENT: Unless prior arrangements have been made, payment must be in the form of cash, cashier's check or paid via www.paypal.com.

9. INDEMNITY: Bitch Owner agrees that if his or her actions or failure to act result in any claim, suit, loss, damage, injury, death, or liability, Bitch Owner will defend, indemnify and hold Stud Owner harmless and will pay all of Stud Owner's cost and expenses including reasonable attorney fees, any amount paid in settlement and any award or judgment.

10. LIMITATION OF ACTIONS: Any action or claim brought by Bitch Owner against Stud Owner for breach of this Contract or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.

11. JURISDICTION: Bitch Owner agrees that he or she understands this contract fully and that this contract is in the jurisdiction of the State of _____, in the County of _____ in which the Stud Owner resides or does business.

Mediation and Arbitration

Mediation and arbitration lower any potential legal costs for both the Stud Owner and the Bitch Owner. If a dispute arises under this contract, the Stud Owner and the Bitch Owner agree to first try to resolve it with the help of a mutually agreed-upon mediator in the jurisdiction of this contract. Any costs and fees other than attorney fees associated with the mediation will be shared equally by both the Stud Owner and the Bitch Owner. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the Stud Owner and the Bitch Owner agree to submit the dispute to a binding arbitration proceeding located closest to the residence location of the Stud Owner, under the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitration may be entered in any court with jurisdiction to do so.

Entire Agreement

This contract represents the entire agreement between the parties. The Stud Owner and the Bitch Owner have made no other agreements, promises, or representations, verbal or implied, unless specifically stated in this written agreement. The Stud Owner and the Bitch Owner to each receive one copy of this agreement signed by both.

Stud Owner: _____ Date: _____

Bitch Owner: _____ Date: _____

Contact Information For Stud Owner and Bitch Owner

Stud Owner

Kennel Name: _____

Breeder's Name: _____

Phone: _____

Address: _____

City _____ State _____ Zip _____

E-Mail _____

Bitch Owner

Kennel Name: _____

Breeder's Name: _____

Phone: _____

Cell Phone: _____

Address: _____

City _____ State _____ Zip _____

E-Mail _____