



## Texas Coastal Frenchies Stud Service Contract



This agreement, dated as of \_\_\_\_\_ is between Ron Lazenby , the Stud dog owner, and \_\_\_\_\_ , the Dam owner. The subject of this Agreement is the breeding of the Bitch and the Stud dog listed below.

First Date Mated: \_\_\_\_\_

Approximate Due Date: \_\_\_\_\_

### Name of Bitch:

Date of Birth: \_\_\_\_\_

Color: \_\_\_\_\_

Registry Name: \_\_\_\_\_

Health Clearances: \_\_\_\_\_

### Name of Stud Dog:

Date of Birth: \_\_\_\_\_

Color: \_\_\_\_\_

Registry Name: \_\_\_\_\_

Health Clearances: \_\_\_\_\_

### TERMS OF CONTRACT

- 1. Compensation:** This fee for this service is to be paid at the time of breeding. Bitch Owner agrees to pay Stud Dog Owner a non-refundable stud service fee of \_\_\_\_\_ for stud services performed by the Stud Dog. A deposit fee of \_\_\_\_\_ will put you on the the Priority List. Once a deposit is received, you become our priority. We only breed 1 female at a time to ensure you're getting the best quality semen. If stud dies, becomes sterile, or is unable to be used for breeding, we agree to REFUND your deposit ONLY if another stud of similar DNA is unavailable. Deposits must be used within 2 years from the date deposit. All payments due under this Agreement shall be made in US Dollars via payments through Zelle, Venmo, cash, or money order. The remaining balance of \_\_\_\_\_ to be paid in full before breeding or shipment of semen is to occur.

Zelle: \_\_\_\_\_ Venmo: \_\_\_\_\_

CashApp: \_\_\_\_\_ Cash: \_\_\_\_\_

**2. Breeding & Litter:** This breeding will be:

- ☐ fresh semen via artificial insemination (aka side by side artificial insemination (AI))
- ☐ with fresh, chilled semen via ☐ AI or ☐ Transcervical Insemination (TI) ☐ surgical implantation
- ☐ with frozen semen via ☐ Transcervical Insemination (TI) or ☐ surgical implantation

**3. Semen Collections:** Stud Dog Owner agrees to provide up to semen\_\_\_\_\_ collections . Bitch Owner shall be responsible for all expenses associated with collecting and shipping such semen.

**4. Breeding Expenses:** Bitch Owner agrees to pay all expenses incurred for the purpose of the breeding at the time in which they are incurred, including, but not limited to, transportation of the Bitch, all veterinary costs, artificial insemination costs, semen collection (fresh or chilled), and shipping.

**5. Bitch Owner Obligations:** Bitch Owner represents, warrants and agrees as follows:

- **Bitch:** The Bitch is healthy, of sound and stable temperament, is of breeding quality, disease and parasite-free and will be groomed and bathed before she is shipped or brought to be bred (if applicable). The Bitch has not recently been exposed to any stud dog prior to the Breeding.
- **Documentation:** To provide Stud Dog Owner a three generation pedigree of the Bitch, a negative Brucellosis test within 7 days of the Breeding (live breeding only), documentation showing the Bitch is in good health, current on all vaccinations, and in season and documentation of current health clearances prior to the breeding.
- **Stud Dog Owner's Right of Refusal:** Stud Dog Owner has the right to return the Bitch to Bitch Owner or refuse to breed the Stud Dog to the Bitch, if Stud Dog Owner determines (in its reasonable discretion) that the Bitch is not in the proper physical condition upon arrival. In such a case, Bitch Owner agrees to accept financial responsibility for all reasonable costs incurred in the return of the Bitch.
- **Notification.** To notify Stud Dog Owner, in writing, of the birth and number of puppies within a week of the Breeding.
- **Accidental Breedings:** To keep the Bitch properly confined following the Breeding for the duration of her heat cycle to ensure there are no accidental breedings. If such accidental breeding does occur, Bitch Owner agrees to notify Stud Dog Owner. In addition, Bitch Owner agrees to have each puppy from such accidental breeding DNA profiled to establish parentage prior to selling, giving away, or otherwise placing any puppy.
- **Litter Definition:** 2 or more live puppies constitutes a litter. If two or less puppies are birthed, you be allowed a free re breed.
- **Emergency Care.** If the Bitch is in the care of Stud Dog Owner, Bitch Owner hereby grants Stud Dog Owner permission to authorize veterinary services for the Bitch in the event of an emergency, or if the Breeding's Dog's health or continued health appears to be in jeopardy. Stud Dog Owner reserves the right to use discretion in seeking such services and agrees to notify Bitch Owner as soon as possible if such services become necessary. Bitch Owner shall be responsible for and promptly pay all veterinary costs incurred.
- **No Stud Dog Owner Liability for Disease or Injury:** Stud Dog Owner shall have no responsibility for any disease contracted by the Bitch or injury resulting to the Bitch that is not a direct result of the breeding; provided that the Stud Dog Owner has taken reasonable care of the Bitch and has not acted with gross negligence.

**6. Stud Dog Owner Obligations:** Stud Dog Owner represents, warrants and agrees as follows:

- **Stud Dog:** The Stud Dog is healthy, of sound and stable temperament, is of breeding quality, is parasite and disease-

- **Bitch Care:** The owner of the stud dog shall exercise due caution in handling and care of the bitch, but is not liable for any injuries, illnesses, or loss of the Bitch.
  - **Litter Registration:** To sign and return the litter registration to Bitch Owner as soon as full compensation has been received.
  - **No Bitch Owner Liability for Disease or Injury:** Bitch Owner shall have no responsibility for any disease contracted by the Stud Dog or injury resulting to the Stud Dog that is not a direct result of the Breeding.
7. **Confidentiality of Disputes:** Bitch Owner and Stud Dog Owner agree, that in the event of a dispute between them, neither will publish or communicate the existence or content of such dispute in any media or forum, including social media, provided that this provision shall not prevent either party from bringing legal action or engaging in confidential mediation.
8. **Agreement to Mediate:** If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation by a mediator before resorting to arbitration, litigation, or some other dispute resolution procedure. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.
9. **Governing Law:** This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by and construed in accordance with the laws of the State of Texas without regard to the conflicts of law's provisions thereof.
10. **Miscellaneous:** This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior or contemporaneous agreements, negotiations, discussions and understandings, written or oral, between the parties with respect to such subject matter. Neither party may assign, transfer, or subcontract any obligations (or rights) under this Agreement without the prior written consent of the other party. No changes, modifications or waivers to this Agreement will be effective unless in writing and signed by both parties. In the event that any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement may be executed in any number of counterparts and such counterparts together shall constitute the same instrument. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

**IN WITNESS WHEREOF**, Bitch Owner and Stud Dog Owner have executed this Agreement effective as of the Effective Date.

**BITCH OWNER:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

**STUD DOG OWNER:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_