

## Heads or Tails French Bulldogs, LLC

**Business:**

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# Canine Stud Service Contract

## OVERVIEW

This Stud Service agreement (“Contract”) is entered into between Taylor A. Wutrick (Heads or Tails French Bulldogs, LLC, “Breeder”) and \_\_\_\_\_ (“Purchasing Breeder”), whose address is:

\_\_\_\_\_

\_\_\_\_\_

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

E-mail Address: \_\_\_\_\_

“Breeder” is a French Bulldog breeder that has developed a Stud Service Program. This program allows the Breeder’s stud dogs to mate & sire litters for other breeders/breeding programs. The Purchasing Breeder seeks to sire a litter through a designated Heads or Tails breeding/stud dog through the Stud Service Program. As such, Breeder agrees to deliver a semen sample via artificial insemination, or chilled shipment to the Purchasing Breeder. All parties agree to perform in accordance with this Contract.

NOW THEREFORE, in consideration of the forgoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### The Stud Dog/Sire

The Breeder agrees to deliver a semen sample via artificial insemination, or chilled shipment to the Consumer/Purchaser in sound condition, of their before agreed upon breed, French Bulldog (hereinafter designated as the “Stud Dog”), and specified canine.

**Dog’s Registered Name:** \_\_\_\_\_

Dog's Call Name: \_\_\_\_\_

AKC Registration Number: \_\_\_\_\_

Sex: M

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

Dog's Breed: French Bulldog

Dog's Color/Markings: \_\_\_\_\_

Cost of Stud Service: \_\_\_\_\_

### The Bitch/Dam

Dog's Registered Name: \_\_\_\_\_

Dog's Call Name: \_\_\_\_\_

AKC Registration Number: \_\_\_\_\_

Sex: F

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

Dog's Breed: French Bulldog

Dog's Color/Markings: \_\_\_\_\_

The agreed upon, non-refundable lock in fee/deposit that the Purchasing Breeder will pay Breeder for the Stud Dog's semen sample/stud service is \_\_\_\_\_, unless previously agreeing upon a pup back deal.

Signing of this Contract and prior to artificial insemination or the shipment of the chilled semen, the Consumer/Purchaser agrees to:

- 1) Submit photos of their Bitch to the Breeder.
- 2) Submit their Bitch's AKC papers for proof of litter registration.
- 3) Submit copies of any genetic testing done on their designated breeding female/Bitch.
- 4) Submit this signed canine stud service contract.

Stud services are contingent upon the submission of these items above.

### Breeder's Responsibility

- 1) Heads or Tails French Bulldogs, LLC will provide a semen extraction from our stud dog of the Purchasing Breeders choice.

Semen extractions can be administered for mating in two different ways: in-person meet-up at the Breeder's designated reproductive facility, Jags Canine Lab, of Greensboro, NC, or shipment of a chilled sample.

- 2) Heads or Tails French Bulldogs, LLC does not guarantee that your female will take/successful mating. In accordance, these service fees are non-refundable.
- 3) Heads or Tails French Bulldogs, LLC guarantees that all stud dogs are in fact, proven producers, and have sired previous litters.
- 4) Heads or Tails French Bulldogs, LLC deems a litter to be 3+ puppies, or offers a free rebreeding with the same stud, on the same, designated bitch, in the event that bitch does not take.

### Purchasing Breeder's Responsibility

- 1) Submitting all required information and/or photos prior to stud service.
- 2) Paying the agreed upon, non-refundable lock in fee/deposit of \_\_\_\_\_ for the designated stud service.
- 3) Paying the agreed upon, non-refundable, remaining balance of \_\_\_\_\_ due at the time of service.
- 4) Paying all necessary shipping and/or vet associated costs. (+\$350 for chilled semen delivery. Paid directly to Jags Canine Lab, of Greensboro, NC)

### Miscellaneous

Cost of Stud Service: \_\_\_\_\_

Method of Delivery: \_\_\_\_\_

Remaining Balance after Lock-in Fee/Deposit at time of service: \_\_\_\_\_

**Please note the upcharge of +\$350 directly to Jags Canine Lab, of Greensboro, NC, if the Purchasing Breeder chose the option of Chilled Semen Delivery. These fees are associated with direct veterinary and shipment costs.**

Integration - This Contract and other Transaction Documents constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understanding, both written and oral, between the Parties or any of them with respect to the subject matter hereof and thereof.

Severability - If any provision of this Canine Stud Service Contract is determined by a North Carolina Court to be unenforceable to any extent, the rest of that provision and of this Contract will remain enforceable to the fullest extent permitted by law.

Binding Effect - Except as otherwise provided in this Contract, every covenant, term and provision of this Contract shall be binding upon and inure to the benefit of the parties, and their respective heirs, legatees, legal representatives, successors, transferees and assigns.

Governing Law - The laws of the State of North Carolina shall govern the validity of this Contract, without giving effect to its conflicts of law's provisions, the construction of its terms, and the interpretation of the rights and duties of the parties hereto.

Submission to Jurisdiction Waivers - the Breeder and Purchasing Breeder agree that disputes arising out of or relating to this Contract shall be brought exclusively in the Courts of the State of North Carolina. The Breeder and Purchasing Breeder consent and submit to jurisdiction in such courts and waive all rights to trial by jury.

Enforcement - In the event either party shall seek enforcement of any covenant, warranty or other term or provision of this Contract or seek to recover damages for the breach thereof, the party which prevails in such proceedings shall be entitled to recover reasonable attorney's fees and expenses actually incurred by it in connection therewith.

Amendments - Any amendments to this Contract may only be made in writing, signed by all the parties hereto.

IN WITNESS WHEREOF, each Party has caused this Contract to be duly executed as of the Effective Date:

Contract Date:\_\_\_\_\_

Purchase statement:

I understand by signing this agreement it becomes a binding contract, and I acknowledge that I have read, understood, and agree to the conditions of this sales agreement.

**The stud fee for this breeding is:\_\_\_\_\_**

- a. **Pup back deal / pick of the litter puppy, in which the stud owner will get the first choice of litter. In accordance, three puppies constitutes a litter, and if there is only one puppy, regardless of sex, this puppy shall constitute choice of litter. In addition, if all the puppies are born dead, or none service to the age of 8 weeks of age, the stud owner has the right of choice of litter. This will occur from a mating of the same stud dog and bitch, at her next heat. If the same conditions occur at a second whelping, obligations of both parties are terminated.**
- b. **Stud fee of: \_\_\_\_\_, with a lock in fee/deposit of \_\_\_\_\_.**
- c. **Stud service for stud service, in which the Purchasing Breeder exchanges the Breeder's service, with a stud service from their personal stud dog.**

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Purchasing Breeder Printed Name

Purchasing Breeder Signature

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Breeder Printed Name

Breeder Signature

Please attach all veterinary records associated with this sale directly to the contract following the stud service for proper filing.