

# S&K Prodigy Bullies LLC Stud Contract

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Sean Franzius & Kristin Franzius, the sire owner, and \_\_\_\_\_, the dam owner to assure the well-being of the animal(s) involved and their progeny. This contract shall be deemed a legally binding contract and is under the jurisdiction of the State of South Carolina and the county of Cherokee.

The subject of this agreement is the breeding of the sire and dam listed below.

Name of Dam:

Name of Sire:

DOB:

DOB:

Registry name:

Registry name:

Registration number:

Registration number:

- A fresh semen via artificial insemination (aka side by side artificial insemination) (AI)**
- With fresh, chilled semen via AI**
- With frozen semen**

## Dam's Requirement

- Dam must be at least 12 months of age.
- Dam must be registered with approved registry matching Sire's.
- CURRENT OWNERS NAME/CO-OWNER'S NAME SHOULD MATCH THE NAME ON THE REGISTRATION PAPERS, AS WELL AS THE NAME ON THIS CONTRACT.

## Housing

- If housing is requested Dam owner will be required to provide all food for the Dam.
  - Dam owner will be required to leave copies of proof of UTD vaccinations.
    - Sire and Dam will not be housed together.
  - There is no fee for the first 7 days and will be \$25 a day after the 7<sup>th</sup> day.
    - Up to 3 Ais are included with the stud fee paid in full.

### Terms

\_\_\_\_\_ PUP(S) BACK

- Sire Owner reserves the right to have litter pick(s) in lieu of stud fee. Sire Owner also reserves the right to pick(s) of the litter for a lower stud fee. Stud owner agrees to make pick(s) no later than \_\_\_\_\_ weeks.

AND/OR

\$ \_\_\_\_\_ STUD FEE

- To be paid in full when the dam is delivered to the Sire owner and contract for breeding is signed. Receipt for stud fee will be attached. This fee is non-refundable, and is only transferrable for the following reasons:
- Missed heat
- Problems with Dam/ Sire (illness, etc)

AND/OR

\$ \_\_\_\_\_ STUD FEE

- To be paid in 2 installments:
- \$ \_\_\_\_\_ Deposit paid at time of booking
- \$ \_\_\_\_\_ Paid when Dam is delivered to Sire for breeding

\*\*\*DAM WILL NOT BE RELEASED WITHOUT STUD FEE AND/ OR HOUSING FEE PAID IN FULL! \*\*\*

### **Conditions**

The parties agree the AI will be performed by Sire owner and sire owner is not held liable for any complications.

- Sire owner does not guarantee any puppies will result from the breeding. Sire owner agrees to provide one repeat breeding to the same dam on the dam's next heat cycle if negative pregnancy test is provided by vet.
- Dam Owner agrees to pay all expenses incurred for the purpose of breeding at the time in which they are incurred, including but not limited to, transportation and all veterinarian costs.
- Dam owner agrees to accept full responsibility to ensure that all offspring resulting from the breeding be treated for parasites and receive vaccines.
- Three (3) live puppies are considered a litter, and there is no further obligation from sire owner. If the Dam does not whelp at least 3 live puppies, a repeat stud service will be provided.
- Sire owner reserves the right to include our kennel name, S&K Prodigy Bullies or any variations thereof, on any puppies permanent registration papers that are received by sire owner as payment of stud fee.

**Dam owner obligations. Dam owner represents, warrants and agrees as follows:**

- The Dam is healthy, of sound and stable temperate, is of breeding quality, disease and parasite-free. The Dam has not recently been exposed to any stud dog prior to the breeding.
- To provide Stud dog owner a 3 generation pedigree of the dam.
- To notify Stud Dog Owner, in writing, (by email or text), of the birth and number of pups within a week of birth.
- To keep the Dam confined following the breeding for the duration of her heat cycle to ensure no accidental breedings. If such accidental breeding does occur, the Dam Owner agrees to notify the Stud Owner within 24 hours. In addition, the Dam 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.

**Stud Dog Owner Obligations. Stud dog owner represents, warrants and agrees as follows;**

- The stud dog is healthy, of sound and stable temperament, is of breeding quality, is parasite-free.
  - To provide Dam Owner a 3 generation pedigree of the stud dog.
  - To sign and return the litter registration to Dam Owner within 24 hours of request.
1. Dam owner agrees not to transfer ownership, in any way, of any puppy resulting from the Breeding to any person or organization whose intent is to resell, trade, or give away the puppy or use it in any laboratory experiments (including, but not limited to, pet shops and pet shop owners, and research laboratories); promptly notify the stud owner where the puppies are placed; to take back puppies and keep or rehome them if the owner(s) can no longer keep them for any reason; and to maintain breeding and litter records.
  - Sire Owner agrees to help with the placement of the puppies if the Dam Owner requests assistance; if requested by the Dam Owner, to evaluate the puppies at an age between 6 and 8 weeks of age and provide the Dam owner with an opinion of each puppy produced; and if requested by Dam Owner, to use the best efforts to assist the Dam owner in homing any puppies resulting from the breeding in the event the owner can no longer keep them.
  2. Confidentiality of dispute. Dam owner and Sire 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 forum, including social media, provided that this provision shall not prevent either party from bringing legal action or engaging in confidential mediation.
  3. 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 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.

4. **Governing law.** This Agreement, and all matters arising out of this Agreement, shall be governed by the construed in accordance with the laws of the State of South Carolina without regard to the conflicts of the laws provisions thereof.
  
5. **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 and 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 prior written consent of the other party. No changes, modifications or waivers to this agreement will be effective unless in writing or 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 excuted 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.

THE DAM OWNER HEARBY RELEASES FROM ALL LIABILITY- S&K PRODIGY BULLIES LLC AND SIRE OWNERS LISTED ABOVE, FROM ANY DAMAGES RESULTING TO SAID DAM WHILE IN THE CARE OF S&K PRODIGY BULLIES LLC.

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

**STUD OWNER:**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

EMAIL: \_\_\_\_\_

PHONE: \_\_\_\_\_

**DAM OWNER:**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

EMAIL: \_\_\_\_\_

PHONE: \_\_\_\_\_