

# **AGREEMENT FOR STUD SERVICES**

## **Bauer Family Goldens**

**DATE OF AGREEMENT:** \_\_\_\_\_, 20\_\_\_\_

**SELLER:**

Name: Bauer Family Goldens \_\_\_\_\_

N5142 7th Avenue \_\_\_\_\_

Plainfield, WI 54966 \_\_\_\_\_

(715)498-4998 \_\_\_\_\_

BruceBauer1961@gmail.com \_\_\_\_\_

www.bauerfamilygoldens.com \_\_\_\_\_

**BUYER:**

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

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

\_\_\_\_\_

Phone: (    ) \_\_\_\_\_

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

Website: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Emergency Contact Phone: (    ) \_\_\_\_\_

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**STUD DOG:**

Name: Alexander Kaden Bauer, The \_\_\_\_\_

Great \_\_\_\_\_

Date of Birth: Nov 18, 2010 \_\_\_\_\_

AKC #: SR6560 \_\_\_\_\_

**FEMALE DOG:**

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

\_\_\_\_\_

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

AKC #: \_\_\_\_\_

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## **Bauer Family Goldens**

1) **This Agreement** (“Agreement”) is by and between Bauer Family Goldens (hereinafter referred to as ‘BFG’) and the OWNER of the FEMALE DOG, (hereinafter referred to as ‘Client’) and entered into for the sole purpose of hiring BFG to provide Stud Services for the purpose of breeding Client’s Female Dog.

2) **Client agrees to pay BFG a nonrefundable fee in the amount of:**

Select	Option #	Total Package Cost	Stud Service Package Name	Payment Structure
<input type="checkbox"/>	1	\$750	<b>Onsite</b> Stud Service	\$375 Paid prior to first breeding with Balance Due paid within 3 weeks of the birth of the puppies/litter
<input type="checkbox"/>	2	\$1000	<b>Offsite</b> Stud Service	\$500 Paid prior to first breeding with Balance Due paid within 3 weeks of the birth of the puppies/litter

3) Client makes the following representations about their Female Dog:

<input type="checkbox"/>	Dog is vaccinated and is current on all age-appropriate vaccinations	<input type="checkbox"/>	Dog has never bitten a person
<input type="checkbox"/>	Dog is friendly toward children and adults	<input type="checkbox"/>	Dog has never been declared as dangerous
<input type="checkbox"/>	Dog is friendly toward other dogs and other animals	<input type="checkbox"/>	Dog is licensed and the license is current
<input type="checkbox"/>	Dog has never started a fight with another dog	<input type="checkbox"/>	Dog is not the subject of a quarantine order at this time
<input type="checkbox"/>	Dog is at least 1.5 years old	<input type="checkbox"/>	Dog has current flea and tick protection

4) Client shall provide the following documentation to BFG prior to the first breeding session:

- Copy of Female Dog’s AKC Registration Certificate
- Record of current vaccinations for Female Dog

5) Client warrants that Female Dog has not been exposed to any stud dog prior to her arrival at BFG/ breeding with BFG’s Stud Dog and that she will be protected from such exposure after her return home.

6) BFG will breed the Stud Dog to the Female Dog twice with a minimum of 12 hours between breedings.

7) If the Female Dog fails to whelp, the Client must notify BFG within 25 days from the start date of mating. No refunds will be given if the Female Dog does not take. If Female Dog does not take, Client will be granted 50% off the price of a second breeding cycle with the same Female Dog. If the Female Dog fails to whelp after a 2nd mating, BFG will have no further obligation to a 3rd mating.

8) One or more puppies constitute a litter.

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9) For Onsite Breeding, the Female Dog will reside with BFG during the full breeding period. BFG is responsible for the reasonable safety and health of the Female Dog during the breeding period. It is required that Client brings the Female Dog's own food while onsite for the breeding period. During this time, the Female Dog will be watered, fed, exercised, and cared for daily by BFG. BFG agrees to keep Female Dog confined and inaccessible to all other male dogs until the Female Dog has been bred and returned to Client.

10) For Onsite Breeding, BFG will undertake to have the Female Dog only mated to the identified Stud Dog.

11) BFG only guarantees a mating and makes no guarantees as to the pregnancy of the Female Dog.

12) If the Female Dog develops any illness or requires veterinarian assistance during the stud service period, the Client will be responsible to remove the Female Dog from BFG's kennels immediately and agrees to pay all veterinarian and associated costs. Except in the case of an emergency, when Client cannot be contacted, BFG will consult with Client prior to any veterinary intervention.

13) If the Stud Dog is not able to perform his mating duties, the Stud Fee paid will be returned to the Client unless Client agrees to the use of an alternative stud dog.

14) If the Stud Dog dies before a scheduled mating could take place, the Stud Fee paid will be returned to the Client unless Client agrees to the use of an alternative stud dog.

15) BFG will provide a copy of the Stud Dog's AKC pedigree and sign the AKC Litter Application form upon receiving Balance Due on the agree upon Stud Fee.

16) For Onsite Breeding, if the Female Dog remains at BFG kennel for more than 4 days after delivery to the kennel, Client agrees to pay \$20.00 per day to cover food and shelter costs to BFG.

17) Client agrees that Female Dog will not be sold, traded or given away to a third party while carrying puppies. Client further agrees that no puppy will be sold outside of the U.S. or Canada without the written consent of BFG. Client also agrees that no puppy will be sold to any type of pet store, pet broker, or individual who would intend to interbreed or ship outside the United States or Canada.

18) **Client's Assumption of Risk:** Client acknowledges that Female Dog is cared for and handled by BFG without liability on BFG's part for loss or damage to the Female Dog from accidents, injury, disease, theft, fire or other unavoidable causes or injury to persons, other animals, or damage to property caused by Female Dog when due diligence and care have been exercised by BFG.

19) **Client's Liability:** If Client, its family, guests or invitees, or the Female Dog cause property damage, or bites or injures any dog, animal or person (including but limited to individuals of BFG) during or after the term of this Agreement, on or off Premises, then Client agrees to pay all resulting losses and damages suffered or incurred by BFG, and to defend and indemnify BFG from any resulting claims, demands, lawsuits, losses, costs or expenses, including attorney fees.

20) **Termination:** At BFG's sole election, BFG services shall terminate if a) in BFG's judgement Female Dog is dangerous or vicious to BFG or any other person or animal, b) Client breaches any term or

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condition of this Agreement, or c) Client requests service termination. Client understands and agrees that BFG's duties shall terminate but all other provisions of this Agreement shall remain in full force and effect.

21) **Bad Checks:** Any checks returned or not honored will result in the Client's account being restored to the full original sum owed, plus applicable interest. All actual out-of-pocket bank and other administrative charges incurred by BFG as a result of such failed payment shall be paid for by the Client and applied to the Client's account. In addition, a \$25.00 charge will be assessed for each returned or dishonored check. Full payment is then immediately due and payable.

22) **Personal Guarantee:** If the Client is an LLC, Corporation, LLP or other entity, then the individuals signing this Agreement hereby agree to, jointly and severally as applicable, personally guarantee the payment and collection of all fees and costs payable under this Agreement, on behalf of said entity.

23) NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, BFG SHALL NOT BE LIABLE TO THE CLIENT FOR ANY DAMAGES INCURRED BY THE CLIENT WHICH ARE SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OF ANY KIND OR NATURE, AS A RESULT OF ANY GOODS OR SERVICES PROVIDED TO CLIENT BY BFG. CLIENT HEREBY EXPRESSLY WAIVES CLIENT'S RIGHTS AGAINST BFG FOR SUCH SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. CLIENT'S SOLE REMEDY SHALL BE FOR THE RECOVERY OF ACTUAL DAMAGES INCURRED AS A RESULT OF GOODS OR SERVICES PROVIDED TO CLIENT BY BFG FROM TIME TO TIME, SUBJECT TO PARAGRAPH 24 BELOW AND THE OTHER TERMS AND RESTRICTIONS OF THIS AGREEMENT.

24) NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, LIABILITY OF BFG UNDER THIS AGREEMENT TO THE CLIENT FOR ACTUAL DAMAGES IS LIMITED TO AND SHALL NEVER EXCEED THE ACTUAL DOLLAR AMOUNTS PAID BY CLIENT TO BFG FOR A PARTICULAR GOOD AND/OR SERVICE CAUSING ACTUAL DAMAGES.

25) **Hold Harmless:** The Client will hold BFG its owner(s), employee(s), or agent(s) free and harmless from any and all claims, liability, damage, loss, or expenses arising out of any injury to any person or to any person's property by the Female Dog named in this contract, while in the care, custody and control of the Client, and/or dog owner, or while in the care, custody and control of BFG, its employee(s), owner(s) or agent(s).

26) **Limitation And Liability:** Client agrees, understands and acknowledges that if their dog is injured in a dog fight or an accident, gets fleas, ticks or worms, contracts any illness or disease, is lost or stolen, or engages in any dangerous, vicious or unwanted behavior, during or after all services provided by BFG, on or off BFG Premises, Client's Home or Business or any other location, the Client accepts the risk and agrees that BFG shall not be held responsible for it or any resulting injuries, losses, damages, costs or expenses.

27) **Arbitration:** In the event a dispute shall arise between the parties to this Stud Service Agreement, it is hereby agreed that the dispute shall be referred to The American Arbitration Association. The situs of the hearing shall be in the County of Waushara for arbitration in accordance with The American Arbitration Association Rules and Procedures. The arbitrator's decision shall be final and legally binding and judgement may be entered thereon. Each party shall be responsible for its share of the arbitration

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fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including all reasonable attorneys' fee for having to compel arbitration or defend or enforce the award.

28) **Sole Agreement:** This Agreement supersedes all prior discussions, representations, warranties and agreements of the parties, and expresses the entire agreement between Client and BFG regarding the matters as described on Page 1 of 5, Page 2 of 5, Page 3 of 5, Page 4 of 5, and Page 5 of 5. The parties confirm that, except for that which is specifically written in this Agreement, no promises, representations or oral understandings have been made with regard to the Female Dog, Stud Service or anything else. This Agreement may be amended only by a written instrument signed by Client and BFG. Any remedy provided in this Agreement is in addition to any and all other remedies provided by law or equity. If any provision of this Agreement is invalid, void or unenforceable, it will be severed and the remaining provisions shall be given full force and effect. A waiver by BFG of a breach of any provision of this Agreement by the Client shall not be deemed to waive any subsequent breach.

**SELLER:**

**BUYER:**

Dated: \_\_\_\_\_, 20\_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_\_\_\_

Signed: \_\_\_\_\_  
(Seller's signature)

Signed: \_\_\_\_\_  
(Buyer's signature(s))

Breeding 1 Date: \_\_\_\_\_

Breeding 2 Date: \_\_\_\_\_