

This Document Prepared by:
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VAN HOUTEN KENNELS

CONTRACT FOR STUD SERVICE

AGREEMENT (PARTIES)

This agreement is made on (date) _____ between Barron van Houten, hereafter referred to as "stud dog owner", of 2338 NW 38th Ave #101, Gainesville, Alachua County, Florida and (name of owner/s) _____, hereafter referred to as "bitch owner/s", of (street address) _____, _____, (city) _____, (county) _____, (state) _____, (zip) _____.

SECTION I (IDENTIFICATION AND METHOD)

The Neapolitan Mastiff stud dog, van Houten's General Maximus, American Kennel Club (AKC) registration # WS14574205, AKC DNA profile # V399368, owned by stud dog owner shall be bred to the Neapolitan Mastiff bitch (registered name) _____, AKC registration # (specify organization if not AKC) _____, owned by bitch owner/s on (date) _____ by (artificial insemination, surgical implantation or tran cervical implantation) using (fresh/frozen) semen.

SECTION II (STUD DOG/BITCH OWNER RESPONSIBILITIES)

Stud dog owner will not accept responsibility for bitch owner's losses. Stud dog owner shall be responsible for all expenses required to collect and store the frozen semen of his stud dog for a stud service using frozen semen. The bitch owner/s shall be responsible for all expenses required to collect and prepare the fresh chilled semen for a stud service using fresh semen. If using frozen semen, stud dog owner will authorize release of a sufficient amount of straws of frozen semen to achieve one insemination (breeding dose), equaling a minimum total of 100 million motile sperm post thaw. If using fresh chilled semen, stud dog owner will ensure the fresh semen equals a minimum total of 100 million motile sperm before shipping. Although not required, stud dog owner strongly suggests bitch owner/s seek the assistance of a competent and licensed veterinarian, of his/her/their choice and at own expense, experienced with impregnating canines with frozen or fresh semen utilizing the Artificial Insemination, Tran cervical, or Surgical Implantation technique. Bitch owner shall be responsible for all expenses required to ship the semen, inseminate the bitch, and any other expenses they incur. Stud dog own may elect to prepay collection and shipping expenses for fresh semen or shipping expenses for frozen semen if time is of the essence to achieve the breeding. Bitch owner/s must reimburse the collection and/or shipping expenses to the stud dog owner without delay.

SECTION III (FEE AND METHOD OF PAYMENT)

The stud fee shall be \$2000 USD plus any reimbursement due under Section II or Section IV. The fee is for stud service only and is no guarantee puppies will be produced. The \$2000 USD stud fee due shall be paid in full to the stud dog owner by the bitch owner/s prior to the shipment of any frozen semen. Stud dog owner will not provide a signed AKC litter application to the bitch owner/s until the stud fee has been paid in full and the funds are available

at his bank. If the stud dog owner prepaid collection and/or shipping expenses then the bitch owner/s shall reimburse stud dog owner within 10 days of the date incurred by stud dog owner. **All payments shall be made in the form of official (bank/cashier's) check, postal money orders, cash, Western Union, or bank wire transfer made payable to Barron van Houten, not to van Houten Kennels.** Personal checks or credit cards will not be accepted.

SECTION IV (WARRANTY)

Stud dog owner has made no promises or statements, either express or implied, as to the ability of the bitch owner/s being able to register the litter or show potential of the possible litter. Stud dog owner warrants that he is in good standing with the AKC and that his stud dog is registered with the AKC. Bitch owner/s acknowledges that he/she/they are aware and accept that only puppies from both an AKC registered sire and dam are eligible for registration with AKC. It shall be the bitch owner/s responsibility to verify registration eligibility of his/her/their bitch and, thus, the potential registration eligibility of the litter. Bitch owner/s are responsible to make his/her/their own subjective determination of show potential of any possible offspring prior to entering into this agreement.

In the event no live puppies are whelped from this breeding the bitch owner/s shall be entitled to one repeat breeding using fresh or frozen semen from the stud dog. The repeat breeding must take place within one year of the date of this contract or the bitch owner/s will forfeit the right to a repeat breeding. If no fresh or frozen semen from the stud dog is available at the time of repeat breeding the stud dog owner may substitute fresh or frozen semen from another stud dog of his choice. Although bitch owner/s will not be charged a second stud fee he/she/they will be responsible to pay for the shipping of frozen semen or for the collection and shipping of fresh semen. Bitch owner/s shall reimburse stud dog owner for any collection and/or shipping expenses within 10 days of the date incurred by stud dog owner. This right to a repeat breeding attempt shall be null and void if the bitch owner/s did not have a licensed veterinarian perform the original breeding or the loss of the litter was due to the bitch owner/s negligence. Final decision regarding negligence shall be at the sole discretion of the stud dog owner. To be eligible for the second breeding dose of semen the bitch owner/s must submit to the stud dog owner a written statement from the original inseminating veterinarian, on their official letterhead, indicating: the date of breeding, the date the veterinarian determined the breeding to be unsuccessful or the litter was lost, and the reason the breeding was not successful or the litter was lost. This documentation must be received by the stud dog owner no later than 90 days following the date of the initial breeding or the bitch owner/s will forfeit the right to a repeat breeding.

SECTION V (JURISDICTION AND DISPUTE RESOLUTION)

This contract shall be governed by the laws of the State of Florida and jurisdiction for resolution of any legal action or dispute arising from this agreement shall reside in Alachua County, Florida. Failure of the bitch owner/s to perform under the terms of this agreement shall entitle the stud dog owner to \$5,000 USD as liquidated damages. Liquidated damages shall be paid via official bank check drawn on a U.S. bank within 30 calendar days following the date the breeder makes demand for payment. Demand shall be made in writing and the date of demand shall be considered to be the date the written demand was delivered, or attempted to be delivered,

to the buyer/s last known address via certified mail. The breeder shall also be entitled to recover reasonable attorney's fees and expenses incurred for enforcing this agreement.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. CONSULT AN ATTORNEY BEFORE SIGNING IT TO MAKE SURE YOU UNDERSTAND ALL OF THE TERMS AND LEGAL CONSEQUENCES.

By signing below you swear and affirm that you are of legal age (18 years or older) and willingly and knowingly enter into this agreement of your own free will.

_____	_____	_____	_____
Stud dog owner (signature)	Date	Bitch owner (signature)	Date
<u>Barron van Houten</u>		_____	_____
Stud dog owner (printed name)		Bitch owner (printed name)	Drivers Lic./ID No.
		_____	_____
		Bitch co-owner (signature)	Date
		_____	_____
		Bitch co-owner (printed name)	Drivers Lic./ID No.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year first above written.

State of _____

County of _____

Before me personally appeared _____
to me well known/produced identification to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that _____
executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____, 20__.

Signature of person taking acknowledgment (Notary Public)

(SEAL)

Name typed, printed, or stamped

My Commission Expires