



STUD AGREEMENT

This Stud agreement is made and entered into _____(date) and serves as a legal and binding contract made between **MASTER BULLDOGS CORP**, a Florida for profit corporation, hereby represented by **RAFAEL BETANCOURT** (“The Breeder”), and _____ as (“the female owner”) All the parties shall be identified as (“the Breeders”):

WHEREAS

The breeder is in the business of breeding French Bulldogs in the State of Florida. The breeder hereby represented by Mr. Rafael Betancourt confirms to have full legal and contractual capacity to celebrate the present agreement

WHEREAS

The female owner is in a person/company resident of the State of Florida and with full legal and contractual capacity to celebrate the present agreement.

WHEREAS

The parties have agreed to celebrate this agreement to set the rights and obligations of each party for the activities described in the present co-ownership breeding agreement.

WHEREAS

This contract will remain in effect until it has been fulfilled or terminated by the agreement of both parties. The purpose of this legal document is to set forth the terms and conditions of breeding of the dogs.

Name of Stud Dog: _____

Date of Birth: _____

Color: _____

Registry Name: _____

Registration Number: _____

Health Clearances: _____

Name of the dog (female): _____

Date of birth: _____
Registration Number: _____

()Female
Coat: _____
Color: _____
Temperament: _____

GENERAL PROVISIONS

1. Consideration. Female Owner agrees to pay Stud Dog Owner a [non-refundable] stud service fee of \$_____ for stud services performed by the Stud Dog. All payments due under this Agreement shall be made in US Dollars via payments through bank wire, check, or money order.

2. Stud owner right to puppies. Stud Dog Owner has a right to _____ pupp(y)(ies), which may be selected by [Stud Dog Owner] and will be the _____ pick after the Female Owner. The stud fee puppy must be selected within _____ weeks of the puppies being born [and the Female Owner's kennel name must appear first on any registration paperwork for such stud fee puppy].

3. Breeding and litter special provisions.

a. Breeding. This breeding will be:

fresh semen via artificial insemination.

b. Non refundable deposit:

If a client desires to not inseminate the female dog, regardless of the reason, the deposit will not refundable. However, the client may use the same deposit within no more than six months. After this period, the fee will become non-refundable.

c. No Pregnancy guaranteed.

The parties understand that the breeder does not guarantee a successful insemination. The client shall rely in the professional opinion and diagnostics of the veterinarian. And once the stud had performed, the duties and obligations of the breeder ceases. Sin No pregnancy is guaranteed. However, if after 35 days had passed and after the female has been examined, and ultrasound does not show pregnancy, the breeder will allow the stud to try insemination a second time. This will not be valid, if more than 35 days passed since the last insemination.

d. Deposit to separate the stud.

The client has the obligation to place a deposit amount with the breeder, in the moment the client chooses the stud that will be used. This is important, because the breeder has to separate the schedule of the stud.

e. Conditions of the Stud (s) and liability for conditions or health of the litter.

The parties agree that all the studs that are used for the breeder are regularly tested by the breeder, and that if a litter or one or more of the puppies of such a litter have any health or genetic problem, the parties shall hold harmless the breeder, understanding that certain conditions that are presented in litters or puppies have nothing to do with the health status of the stud and are inherent health issues that can be presented in any animal.

f. Veterinarian expenses and fees:

All veterinarian expenses y fees and expenses for the insemination process, such as:

1. progesterone,
2. insemination(s):
 - i) Manual
 - ii) Transcervical Inseminations (TCI)
 - iii) Surgical insemination.
3. Ultrasounds
4. C-section
5. And any other veterinarian expense.
6. Second attempts with a stud. (The breeder will allow a second attempt at no cost ONLY if within 35 days is proven that the female is NOT pregnant). This fee Shall be paid by the client. (The female's owner).

4. Female Owner Obligations. Female Owner represents, warrants and agrees as follows:

a. Female. The Female 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 Female has not recently been exposed to any stud dog prior to the Breeding.

b. **Stud Dog Owner's Right of Refusal.** Stud Dog Owner has the right to return the Female to Female Owner or refuse to breed the Stud Dog to the Female, if Stud Dog Owner determines (in its reasonable discretion) that the Female is not in the proper physical condition upon arrival. In such a case, Female Owner agrees to accept financial responsibility for all reasonable costs incurred in the return of the Female.

c. **Notification.** To notify Stud Dog Owner, in writing (by email or text), of the birth and number of puppies within a week of the Breeding.

d. **Emergency Care.** If the Female is in the care of Stud Dog Owner, Female Owner hereby grants Stud Dog Owner permission to authorize veterinary services for the Female 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 Female Owner as soon as possible if such services become necessary. Female Owner shall be responsible for and promptly pay all veterinary costs incurred.

e. **No Stud Dog Owner Liability for Disease or Injury.** Stud Dog Owner shall have no responsibility for any disease contracted by the Female or injury resulting to the Female that is not a direct result of the Breeding; provided that the Stud Dog Owner has taken reasonable care of the Female and has not acted with gross negligence.

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

a. Stud Dog. The Stud Dog is healthy, of sound and stable temperament, is of breeding quality, is parasite and disease-free and, if a natural breeding, will be groomed and bathed before the Breeding.

b. Stud Dog Documentation. To provide Female Owner a _____ generation pedigree of the Stud Dog; documentation showing that the Stud Dog is in good physical condition with a negative Brucellosis test within _____ days of the Breeding; documentation showing the Stud Dog is in good health, current on all vaccinations; and (iv) documentation of current health clearances prior to the Breeding. At a minimum, unless otherwise mutually agreed to, health clearances must include [_____]

c. Female Care. The owner of the stud dog shall exercise due caution in handling and care of the Female, but is not liable for any injuries, illnesses, or loss of the Female.

d. Litter Registration. To sign and return the litter registration to Female Owner as soon as full compensation has been received.

e. No Female Owner Liability for Disease or Injury. Female 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.

6. Placement of Puppies

a. Female Owner Obligations. Female 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 to use it in any laboratory experiments (including, but not limited to, pet shops and pet shop owners, and research laboratories); promptly notify Stud Dog Owner when and 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.

b. **Stud Dog Owner Obligations.** Stud Dog Owner agrees to help with the placement of the puppies if Female Owner requests assistance; if requested by Female Owner, to evaluate the puppies at an age between _____ and _____ weeks of age and provide Female Owner with an opinion of each puppy produced; and if requested by Female Owner, to use best efforts to assist the Female Owner in the replacement of any puppies resulting from the Breeding in the event that the owner can no longer keep them.

7. Confidentiality of Disputes. Female 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 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 Florida, without regard to the conflicts of laws 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, Female Owner and Stud Dog Owner have executed this Agreement effective as of the Effective Date.

STUD OWNER:

MASTER BULLDOGS CORP

Represented by:

Mr. RAFAEL BETANCOURT

FEMALE OWNER:

Name: _____

Address: _____

Email: _____

Phone: _____