

BREEDING SERVICES AGREEMENT

THIS BREEDING SERVICES AGREEMENT (this "Agreement") is entered into on _____ (the "Effective Date"), by Stoney Creek Bulldogs, LLC ("Seller") and _____ ("Purchaser").

WHEREAS, Seller is the owner of a dog breeding business; and

WHEREAS, Purchaser desires to purchase the breeding services (the "Services") of a male dog owned by Seller ("Stud") and the Stud's semen (the "Specimen") for purposes of breeding with a female dog owned by Purchaser ("Dam"), and Seller desires to sell the Services to Purchaser upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the foregoing and in accordance with the terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. Agreement of Purchase and Sale. Purchaser shall purchase from Seller and Seller shall sell and deliver to Purchaser the Services and Specimen of the Stud identified on Exhibit A for purposes of breeding with the Dam identified on Exhibit B.
2. Prices and Payment Terms.
 - a. The purchase price payable by Purchaser to Seller for the Services shall be an amount equal to \$_____ (the "Stud Fee"), with fifty percent (50%) of the Stud Fee due and payable upon execution of this Agreement and the remaining fifty percent (50%) due and payable at the earlier of (a) ten (10) days after the litter is born as a result of the Specimen of Stud; or (b) eighty (80) days after the Specimen is shipped. If the litter born as a result of the Specimen of Stud consists of only one (1) live puppy, then the Stud Fee shall be reduced by fifty percent (50%). For purposes hereof, the term "live puppy" means a puppy who is alive for at least seven (7) days after birth. If there is not a successful litter, Purchaser must inform Seller within eighty (80) days after the Specimen is shipped. Under such circumstances, the portion of the Stud Fee that has been paid to Seller shall be credited toward a future Service which may occur with a different stud and/or different dam. Purchaser acknowledges and agrees that under no circumstances will the Stud Fee be refunded.
 - b. Additionally, Purchaser shall pay Seller a fee equal to One Hundred Fifty Dollars (\$150.00) for each Specimen collection ("Collection Fee"). The Collection Fee are reimbursement for the costs incurred by Seller for collection of the Specimen, overnight shipping of the Specimen, and return shipping of the collection container. If the shipping container is not returned to Seller within thirty (30) days of delivery to Purchaser, then Seller shall charge Purchaser, and Purchaser agrees to pay Seller, an additional fee equal to Two Hundred Dollars (\$200.00).
 - c. Seller shall sign the American Kennel Club ("AKC") litter registration application upon receiving payment of the Stud Fee and Collection Fee in full.
3. Title and Risk of Loss. Title and risk of loss pass to Purchaser upon Seller's transfer of the Specimen to the carrier. Shipping and delivery dates are estimates only and cannot be guaranteed. Seller shall not be liable for any delays in shipments.
4. Seller's Representations and Warranties.
 - a. The Stud is registered as a full bred French Bulldog with the AKC.
 - b. To Seller's knowledge, the Stud is in good health and capable of breeding.
5. Purchaser's Representations and Warranties.
 - a. The Dam is registered as a full bred French Bulldog with the AKC.

- b. To Purchaser's knowledge, the Dam is in good health and capable of breeding.
6. Disclaimers. Seller does not make any guarantees as to the (a) health; (b) quality; (c) size; (d) colors; (e) temperament; or (f) general success of the litter born as a result of the Specimen of Stud.
7. Limitation of Liability.
- a. IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THESE TERMS, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. SELLER'S SOLE AND ENTIRE MAXIMUM LIABILITY, FOR ANY REASON, AND PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY PURCHASER FOR THE SERVICES AND SPECIMEN TO SELLER.
- b. The limitation of liability set forth above shall only apply to the extent permitted by law.
8. Force Majeure. Seller will not be liable or responsible to Purchaser, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in Seller's performance under this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lockouts, or restraints or delays affecting carriers or inability or delay in shipping and delivery.
9. Governing Law and Jurisdiction. This Agreement is entered into in the State of Indiana and shall be governed by the laws of the State of Indiana.
10. Dispute Resolution. All dispute proceedings shall occur in a court with jurisdiction in Delaware County, Indiana. The prevailing party in any litigation brought under this Agreement shall be entitled to recover reasonable attorneys' fees and costs of litigation from the losing party.
11. Assignment. Purchaser will not assign any of Purchaser's rights or delegate any of Purchaser's obligations under this Agreement without Seller's prior written consent.
12. No Third-Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person other than Purchaser.
13. Notices. Any notice which may be given hereunder to any party hereto may be made by electronic delivery at such party's respective email address as shown below the signature line.
14. Severability. If any provision of this Agreement is invalid, illegal, void, or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.
15. Entire Agreement. This Agreement embodies the entire understanding between the parties with respect to the subject matter hereof, any and all prior communication being merged herein and replaced hereby and being without effect hereon, and no change hereof may be made except in writing signed by each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

SELLER:

Stoney Creek Bulldogs, LLC, an Indiana limited liability company

By: _____

Printed: _____

Phone: (765) 748-6975

Email: stoneycreekbulldogs@outlook.com

PURCHASER:

By: _____

Printed: _____

Phone: _____

Email: _____

EXHIBIT A – Stud Information

Date of Birth: _____

Breed: _____

AKC Registration Number: _____

Description of Dog: _____

EXHIBIT B – Dam Information

Date of Birth: _____

Breed: _____

AKC Registration Number: _____

Description of Dog: _____