



Stud Service Agreement

Crystal Klaus
 Owner of Klaus Poodles
 31419 Imperial Bluff Ct. Spring, TX 77386
 info@klauspoodles.com
 (281) 519-2001

STUD	
Stud Name:	Breed: Poodle
Date of Birth:	Color / Markings:
AKC Registration Number:	Stud Fee:

DAM	
Dam Name:	Breed:
Date of Birth:	Color / Markings:

REPRODUCTION VET or INSEMINATING VET	
Veterinarian Name:	Vet Phone Number:
Vet Physical Address (including City, State Zip code):	

This agreement (“**Agreement**”), dated as of _____ (the “**Effective Date**”), is between Crystal Klaus, the stud dog owner (“**Stud Dog Owner**”), and _____, the dam owner (“**Dam Owner**”). The subject of this Agreement is the breeding (“**Breeding**”) of the dam (“**Dam**”) and stud dog (“**Stud Dog**”) listed above).

1. **Compensation:** The Dam Owner agrees to pay the Stud Owner (a) a non-refundable administrative booking fee (“**Administrative Fee**”) of \$100 at the time of booking, and (b) a non-refundable Stud Fee (“**Stud Fee**”) of _____ for stud services performed by the Stud Dog. All payments under this Agreement shall be made in US Dollars and paid to the Stud Dog Owner via cash, Venmo, Zelle, or Good Dog. All fees are due at the time of service and are non-refundable. The Stud Fee and costs must be paid in full before services or shipment.
2. **Breeding & Litter:** This breeding will be performed with:
 - ☐ Fresh semen via artificial insemination (AI) (aka side-by-side artificial AI)
 - ☐ Fresh chilled semen via:
 - ☐ AI or
 - ☐ Transcervical insemination (TI/TCI)
 - ☐ Surgical implantation
 - ☐ Frozen semen via:
 - ☐ Transcervical insemination or
 - ☐ Surgical implantation

3. **Breeding Services:** This Agreement includes two (2) semen collections within the Dam's current heat cycle.
4. **Health and Vaccinations:** Both parties confirm their dogs are current on vaccinations. They acknowledge the potential health risks when exposing live animals to each other and agree to hold each other harmless for any diseases or events resulting from this breeding.
5. **Testing Requirements:** The Stud Owner requires progesterone testing on the Dam to accurately time the breeding within the Dam's peak ovulation cycle. Failure to provide progesterone test results and follow the Stud Owner's recommendations for timing voids any claim to rebreed services, with no refund of costs.
6. **Breeding Expenses:** The Dam Owner agrees to pay all expenses incurred for the breeding at the time they are incurred. This includes, but is not limited to, transportation of the Dam, veterinary costs, artificial insemination costs, semen collection costs, and shipping.
7. **Notice:** The Dam Owner understands and agrees that at least 24 hours' notice is required before the male dog needs to be collected. Service cannot be guaranteed immediately before, during, or after U.S. holidays.
8. **Side-by-Side Breeding in Houston:** The insemination service will be performed at Suburbia North Animal Hospital, 2005 FM 1960 East, Houston, TX 77073, unless otherwise arranged and approved by the Stud Dog Owner. An additional fee of \$50 per trip applies if the Stud Dog Owner agrees to meet at a different Houston-area veterinarian. A late fee of \$30 will be charged for every 15 minutes the Dam is late to the appointment. If the Dam is over 30 minutes late, the Stud Dog Owner may keep the \$200 deposit, cancel the breeding service, and void this contract. If the Stud Dog is brought to the vet's office at the Dam Owner's request and the Dam is not ready for insemination (as determined by progesterone testing), an additional trip charge of \$50 will apply.
9. **Pedigree and Health Testing:** The Stud Owner incorporates the Stud's pedigree and health testing results as part of this Agreement. The Stud Owner conducts recommended health tests in accordance with the standards of the Poodle Club of America and the American Kennel Club.
10. **Additional Testing:** If the Dam Owner or offspring owners choose additional testing not included in the Stud's health testing results, the Stud Owner is not responsible for those results. This includes any testing related to health, color, coat, or traits, such as CDDY-IVDD.
11. **Litter Definition:** One living puppy constitutes a litter. The Stud Owner agree to approve parentage for kennel club registration promptly upon receiving the application from the Dam Owner.
12. **Shipping & Liability:** The Dam Owner agrees that the Stud Dog Owner is not responsible or liable for any shipment delays caused by FedEx. All delivery dates are estimates provided by FedEx, and delays due to weather, flights, or other circumstances are beyond the Stud Dog Owner's control and financial responsibility. The Dam Owner acknowledges that the Stud Dog Owner is not liable for semen damage or expiration in transit or while in the possession of the receiving veterinarian. The Dam Owner agrees to hold the Stud Dog Owner harmless in such events. FedEx's policies allow for a 12-hour delay past the promised delivery time for perishables like canine semen without compensation. They are also not liable for delays caused by weather or natural disasters. The shipment will be declared at a value equal to all fees paid, including the Stud service fee, veterinarian fees, technician fees, collection supplies, and packaging. If the sample arrives more than 12 hours past the guaranteed time, the Stud Dog Owner will file a spoilage claim with FedEx within 10 business days and appeal if denied. The Stud Dog Owner cannot guarantee a refund from FedEx. If a refund is issued, it will be provided to the Dam Owner, less a \$200 administrative fee for the Stud Dog Owner's efforts in filing and following up on the claim.
13. **Non-Pregnancy:** If the Dam fails to become pregnant, the Dam Owner must notify the Stud Owner within 50 days after mating and provide veterinary verification. The Stud Owner may confirm non-pregnancy with the Dam Owner's veterinarian. One repeat breeding service is provided for the next heat cycle with the same Dam under the same terms, except the non-refundable administrative fee will be reduced to \$100. Further matings resulting in non-pregnancy void the Stud fee and any rebreeds, with no refunds. The repeat breeding must be performed with the same dogs unless a change is approved by both parties in writing.

14. **Dual Sire Litter:** The Dam Owner agrees to properly confine the Dam after breeding for the duration of her heat cycle to prevent accidental breeding with other male dogs. If accidental breeding does occur, the Dam Owner must notify the Stud Owner within 48 hours. Additionally, the Dam Owner agrees to have each puppy from such accidental breeding DNA profiled to establish parentage before selling, giving away, or placing any puppy. Any successful pregnancy negates and voids the Dam's eligibility for a return breeding, regardless of the puppies' paternity.
15. **Shipping Box:** The Dam Owner will be charged a \$50 purchase fee for the shipping box. The shipping box becomes the property of the Dam Owner and does not need to be returned.
16. **Advertising:** Dam Owner has permission to use Stud pictures to advertise puppies, with proper attribution to Klaus Poodles. Dam Owner allow the Stud Owner to share photos of puppies produced from this breeding.
17. **Birth Notification:** The Dam Owner agrees to notify the Stud Owner within 7 days of the puppies' birth, providing a health update and puppy count. If no puppies are born or if all puppies are stillborn, the Dam Owner must still notify the Stud Owner within 14 days after the Dam's due date.
18. **Confidentiality of Disputes:** Dam owner and Stud 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.
19. **Agreement to Mediate:** If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and if the dispute 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. The following mediator will be used: Dispute Resolution Center, 301 N. Thompson, Suite 106. Conroe, Texas
20. **Legal Binding:** This Agreement is legally binding. Any court costs and attorney fees for enforcing this contract are paid by the Dam Owner in Texas, under Texas state laws, county of Montgomery.
21. **Termination of Contract:** This Agreement will immediately terminate under any of the following conditions:
 - The Stud Owner ceases breeding activities.
 - The Dam is retired or spayed.
 - The Dam is bred with another male.
 - The death, severe injury, or health issue prevents either dog from breeding.
 - A period of 6 months passes without a service request from the date this contract becomes effective.In any of these events, the Dam Owner releases the Stud Owner from future obligations
22. **Signature and Acknowledgment:** By the electronic signatures below, each party attests they are the Owner or agent(s) of the dogs referenced in this Agreement. Both the Dam Owner and Stud Dog Owner have thoroughly read and understand the contents of this Agreement, acknowledging it as a true and binding contract. By signing, both parties agree to abide by its terms and conditions. No other warranties are expressed or implied.
23. **Breach of Contract:** Should either party fail to materially comply with the terms of this Agreement, and upon a court's decision of "breach of contract," the at-fault party agrees to pay the breached party no less than \$5,000.00 for Damages to the breached party's reputation, as well as for time, trouble, mental duress, and any Damage to the Stud Dog's reputation if applicable.
24. **Legal Binding:** This document is legally binding. Any court costs and attorney fees necessary to enforce this contract shall be paid by the Dam Owner.
25. **Governing Law:** This Agreement, and all matters arising out of or relating to it, shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of law provisions.

26. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties regarding the subject matter and supersedes all prior agreements, negotiations, discussions, and understandings, both written and oral. 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 made in writing and signed by both parties. If 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 the remaining provisions of this Agreement remain in full force and effect. This Agreement may be executed in any number of counterparts, which together shall constitute the same instrument. Electronic signatures are considered as original signatures for all purposes and have the same force and effect.

By signing below, both parties fully agree to the terms and conditions of the Stud Agreement as outlined above.

Dam Owner(s) Signature: _____ **DATED:** _____

Physical & Mailing Address: _____

Two Phone numbers: _____ **Email:** _____

Breeder Signature: _____ **DATED:** _____

Crystal Klaus or Mark Klaus