



Forevr Papillons
501 Sarah St.
Osceola Mills, PA 16666
814-339-6571
Forevr@showpaps.com

BREEDING AGREEMENT:

Agreement made this _____ day of _____, 200 ____, in the Commonwealth of Pennsylvania between Danny R Ford II & Ruth Ann Ford, hereinafter called **Forevr Papillons**, owners of the Papillon stud dog. _____ **AKC#** _____

And

_____, **breeder**,

Address: _____

Phone: _____ **Cell:** _____ **Email:** _____

owner(s) of the Papillon bitch _____ **ACK#** _____

whereby the above stud dog will be bred to the above bitch on the following terms:

1. The fee for this mating will be \$ ----0-----. A non refundable breeding handling fee of \$200.00 will be due at the time of breeding as part of the stud fee to **Forevr Papillons** and the remainder will be due in full only if a live puppy(s) has been whelped and has survived two weeks. Payment for the balance cash or wire transfer will be made in full before stud dog owner signs or approves online litter application. In the event there is no live puppy(s), no stud fee is due **Forevr Papillons** except for the breeding handling fee, and any additional costs incurred such as breeding supplies, shipping of dog or semen, veterinarian fees associated with stud service, travel. Breeding supplies and shipping is due at the time service is provided.

The breeding handling fee includes the cost of board for the first ten days the bitch is at **Forevr Papillons** there after the **Breeder(s)** shall \$5 per day until bitch is back in their care. The breeding handling fee includes transportation up to 100 miles there after a .45 gas fee per mile will be charged. Fee's may be waived as deemed by **Forevr Papillons**.

A \$500.00 whelping fee will be charged in addition to stud fee and board fee if bitch remains with **Forevr Papillons** during the time of pregnancy and birthing of litter.

2. The **Breeder(s)** certifies that the bitch is free of any known congenital unsoundness including: open fontanel, patella luxation, eye abnormalities, malocclusion, etc. Breeder will provide any health certifications, i.e.; eye, knee, heart and pedigree with health disclosures.
3. **Forevr Papillons** certifies that the stud dog is free of any known congenital unsoundness including: open fontanel, patella luxation, eye abnormalities, malocclusion, etc.
4. **Forevr Papillons** certifies that the stud dog is free of any known contagious diseases at the time service is provided.
5. The **Breeder(s)** certifies that the bitch is free of any known contagious diseases at the time of breeding.
6. The **Breeder(s)** agrees not to transfer ownership of the bitch until after the litter is born. In the event of the death of the **Breeder(s)** before the litter is born, the executor of the

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estate must spay and neuter all progeny from this mating, prior to placing any and all resulting puppies, in pet homes.

7. The **Breeder(s)** agrees that any pet puppies which may have Papillon breed standard disqualifications, severe faults or do not carry good qualities to complete a champion title resulting from this breeding are to be spayed/neutered and not used for breeding. . Any puppy which is severely mismarked, has an open fontanel, a bite other than scissors or a luxated patella will be considered a pet. The sale of any such puppies shall include a contract stating that AKC papers will not be given until any such pet is spayed-neutered
8. The **breeder(s)** agrees that use of this dog is predicated on the protection of the bloodline represented by this dog. Further:
 - a. The **breeder(s)** agrees that first generation offspring from this mating will not be made available to other breeders without the express written consent of **Forevr Papillons**.
 - b. The **breeder(s)** agrees that first generation offspring from this mating who are intact will remain and live with the breeders.
 - c. The **breeder(s)** agrees that first generation Female offspring resulting from this mating are for the sole use of the **breeder(s)** and will be spayed if not retained by the **breeder(s)**. Said female puppies shall not be leased or co-owned by anyone other than the **breeder(s)**.
 - d. Male puppies resulting from this mating are for the sole use of the breeder and will be neutered if not retained by the **breeder(s)**. Said male puppies shall not be leased or co-owned by anyone other than the **breeder(s)**.
 - e. The **breeder(s)** agrees that first generation offspring from this mating **Forevr Papillons** will be given right of first refusal on any puppy which the **breeder(s)** does not wish to retain. The purchase price shall not exceed \$1,000.00.
 - f. The **breeder(s)** agrees that first generation offspring from this mating are to remain in the United States. No puppy will leave the United States under any circumstances without the express written consent of **Forevr Papillons**.
 - g. The **breeder(s)** agrees that first generation offspring from this mating will are not to be used for breeding until they have obtained their AKC championship title.
 - h. Any exceptions to the above must be in the form of a written agreement between **Forevr Papillons** and the **breeder**.
9. This agreement is personal to the parties and is not assignable or transferable in whole or in part. Any such attempted assignment shall be void and shall constitute a breach of this agreement.
10. All terms and conditions of this Breeding Agreement are to be held confidential by **Forevr Papillons** and the **Breeder(s)**.
11. This Agreement contains the entire agreement between the Parties regarding the subject matters addressed herein. All other agreements and representations between the Parties relating to the subject matter hereof, whether oral or written, are hereby superseded by this Agreement. No modifications or waiver of any of the provisions, or any future representation, promise, or addition shall be binding upon the Parties unless agreed to in writing. The terms of this Agreement, including any appendices hereto, shall supersede any conflicting pre-printed or standard terms, which may have been discussed or agreed to by the parties.
12. It is stipulated by and between the **breeder(s)** and **Forevr Papillons** herein, that failure to comply with the conditions of this contract shall constitute a "breach of contract" and liquidated damages in the amount of \$2,500.00 per breached occurrence will be payable to the **Forevr Papillons**.

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- 13. This agreement is to be interpreted and enforcement of this agreement shall be governed by the laws of the state of Pennsylvania or the state the Seller(s) is currently a resident in. Any action or proceeding brought by any party concerning a dispute arising hereunder shall be brought to court of competent jurisdiction located in Pennsylvania or the state the Seller(s) is currently a resident in. It is further agreed that in any legal action between the parties attempting to enforce any part of this contract, **Forevr Papillons**, shall be entitled to recover all expenses from **the breeder(s)**, including attorney's fees.
- 14. If any clause of this contract shall be found to be illegal and unenforceable, the remaining parts of this agreement will not be voided
- 15. Each party hereby acknowledge that she/he had an opportunity to review this agreement, including the opportunity to consult with an attorney if she/he so chooses and that this agreement is entered into knowingly, voluntarily, and an understanding of the terms hereof. No Party has relied on any representation other than the terms of this agreement.

Signatures and Dates

Breeder: _____ Stud Dog Owner: _____

Date : _____ Date : _____

Witness: _____ Print Witness name: _____

Date: _____

Notary for Buyers Signature:

IN WITNESS WHEREOF, I have hereto set my hand and seal

this ____ day of _____, 20____.

Signed:_____

Amendments or Additional Comments :