

EAGLE RANCH KENNELS
GERMAN SHORTHAIRED POINTERS



BREEDING AGREEMENT FOR ERK FREEDOM GATA TWIST EAGLE RANCH – JH (ERK)

(Hereinafter referred to as “Stud”)

It is agreed that for the compensation (hereinafter referred to as the “Fee”) indicated below by the joint initials of the breeder (identified below and hereinafter referred to as “Breeder”) and Eagle Ranch Kennels (the “Kennel”), the Kennel agrees to breed the Stud, and the Dam named below (the “Dam”) at the Kennel. The Fee will cover boarding costs of the Dam and the stud service for one litter. If for any reason the initial breeding doesn’t take, or less than two pups are produced from the initial breeding between the Stud and the Dam, a second breeding (the “Second Breeding”) will be granted to the Stud or, at the sole discretion of the Kennel, any other living male of suitable breeding age and condition owned by the Kennel. After the Second Breeding whether such breeding is successful or regardless of the number of pups produced, this Breeding Contract shall be deemed null, and void and the Kennel shall have no further responsibility or liability to the Breeder under this Breeding Contract.

The Dam must:

1. Be current on vaccinations and must not be suffering from any communicable diseases.
2. Must not have any traits or propensities (including aggressive or vicious behavior toward humans or other animals) that would make it unsuitable to participate in a breeding with the Stud.
3. Must have undergone all breed recommended health testing and achieved results that are considered acceptable by the Kennel.
4. Must have a Brucella Titer test performed, and the results delivered by or on behalf of Breeder to the Kennel prior to the Dam’s arrival at the Kennel unless otherwise agreed by the Kennel prior to the Dam’s arrival at the Kennel. In turn, a Brucella Titer test will also be performed on the Stud before the initial breeding is to take place and the results thereof will be available at the time of the breeding. All Brucella Titer tests must have been performed no more than one month in advance of the proposed initial breeding date.

Although it is intended in the first instance that a natural breeding will take place between the Dam and the Stud, if the Kennel determines in its sole discretion after consultation with Breeder that due to physical condition of the Dam or the Stud that a natural breeding is unlikely to be successful, the Kennel may breed the Dam and the Stud by means of artificial insemination. If artificial insemination, surgical implantation, vaginal cytologies, progesterone testing and/or other veterinary procedures are necessary in the sole opinion of the Kennel to facilitate the breeding, Breeder will be solely responsible for the payment of all associated costs together with any associated travel expenses. In addition, if the Kennel is required to travel to pick up and/or redeliver the Dam at the airport or another location, Breeder will be responsible to pay the Kennel for travel time at the rate of \$_____ per hour (or any part thereof) and all travel expenses.

It is also understood that Breeder maintains sole liability for the Dam during shipment (to and from) the Kennel and for the time the Dam is boarded at the Kennel. The Kennel agrees to provide a sanitary and comfortable environment for the Dam and will feed the Dam in accordance with the Kennel's normal feeding routine. Should the Dam require any special feeding needs, Breeder shall be responsible for payment to the Kennel of any additional costs and expenses associated with such special feeding needs. At no time shall the Kennel have any responsibility to sell any puppies or advertise or otherwise publicize the breeding of the puppies from the initial breeding or any Second Breeding. Breeder further acknowledges that the Kennel is a working kennel, and the Kennel shall not be responsible for damages or liability to Breeder for any accidental breeding of the Dam with a stud other than the Stud that may take place while the Dam is at the Kennel.

If, at the discretion of the Kennel, the Dam needs veterinary care due to either sickness or injury, Breeder hereby authorizes the Kennel at its sole discretion to obtain veterinary care of the Kennel's choice without further permission from Breeder. Breeder shall be solely responsible for the payment of all expenses of said veterinary care. The Kennel will, as promptly as is reasonably practical, advise Breeder of the need of having to obtain such veterinary care for the Dam.

Breeder certifies that he/she is the legal owner or agent of owner of the Dam and guarantees payment of any charges due. Unless prior arrangements have been made between Breeder and the Kennel for a longer stay, if the Dam is not picked up by Breeder within 15 days of date of completion of the breeding, the Dam shall be deemed abandoned by Breeder and title to the Dam shall be deemed transferred to the Kennel without further action required from Breeder or the Kennel. Thereafter, the Kennel shall have the right in its sole discretion to sell the Dam to recover any outstanding fees and expenses due the Kennel including any fees and expenses incurred by the Kennel in connection with the sale of the Dam. Should the sales proceeds be insufficient to pay all such outstanding fees and expenses owed by Breeder to the Kennel, Breeder shall remain responsible for the payment of the outstanding balance of any fees and expenses incurred by the Kennel in connection with the breeding.

TERMS

- OPTION 1

A fee of \$1,800 or the Breeder's selling price for its pick of the liter pup from the intended breeding, whichever is higher, will be paid in advance of any breeding between the Stud and the Dam (the "Stud Fee").

- OPTION 2

Kennel shall have pick of the liter from the breeding, provided, however, that if (i) a viable pup of the gender picked by the Kennel as its Fee is not whelped by the Dam or (ii) if the only pups of the gender picked by the Kennel as its Fee have eye, teeth or other recognized defect(s) verified by a veterinarian of the Kennel's choosing, Kennel shall not be required to accept pick of the liter and Breeder shall then pay the Kennel the Stud Fee within 7 days of the 8th weekly anniversary of the whelping date of the litter.

This Breeding Agreement shall be governed by the laws of the State of Georgia without reference to its choice of law principles. This Breeding Contract may not be amended or modified except by a written instrument signed by both Breeder and the Kennel. The Kennel's delay in or failure to exercise any right or remedy shall not be deemed a waiver of any obligation of Breeder or any right or remedy of the Kennel. This document constitutes the sole agreement between Breeder and the Kennel with respect to the breeding between the Dam and the Stud referred to herein and supersedes any prior agreements, discussions or negotiations between the parties with respect thereto whether oral or written.

Breeder hereby irrevocably submits to the sole jurisdiction of the Courts of the State of Georgia with respect to any action or proceeding brought by either party with respect to this Breeding agreement and Breeder hereby waives any right to assert a defense or claim that such Courts lack jurisdiction over Breeder or that such Courts are in inconvenient forum.

Notwithstanding the foregoing, the Kennel shall not be precluded from bringing an action against Breeder in any state or federal court in any location within or without the State of Georgia having jurisdiction over Breeder.

The Kennel shall not under any circumstances be responsible or liable to Breeder for any incidental, consequential, special, indirect or punitive damages, losses or expenses arising out of or related to any claim or cause of action asserted by Breeder under or related to this Breeding agreement. Breeder's sole remedy for a proven breach of this Breeding agreement by the Kennel shall be the return of the Stud Fee, if any, by the Kennel to Breeder.

BREEDER EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER OR RELATED TO THIS BREEDING CONTRACT OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF BREEDER AND THE KENNEL (INCLUDING ITS EMPLOYEES, AGENTS AND REPRESENTATIVES) IN CONNECTION WITH OR RELATED TO THIS BREEDING CONTRACT.

The Breeder's and Kennel's signatures below indicates that the parties have read, agree, and understand all the conditions of this Breeding Agreement and Contract.

DAM'S Registered Name: _____

DAM's Call Name: _____

BREEDER:

PRINT NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PRIMARY PHONE: _____

EMAIL ADDRESS: _____

SIGNATURE: _____

DATE: _____

EAGLE RANCH KENNELS:

PRINT NAME: _____

SIGNATURE: _____

DATE: _____