



FULL BREEDING RIGHTS AGREEMENT



*Preserving the Brittany...
Today for Tomorrow*

HEALTH | TEMPERAMENT | HERITAGE

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STONESRIVER KENNEL BRITTANY'S
FULL BREEDING RIGHTS AGREEMENT

This Full Breeding Rights Agreement ("Agreement") is entered into between the owners of Stonesriver Kennel Brittany's, collectively referred to as "Breeder," and the individual or individuals identified below as Adopter/Owner 1, Adopter/Owner 2, and, if applicable, Co-Owner, collectively referred to as "Adopter/Owner."

Adopter/Owner 1:	
Adopter/Owner 2:	
Co-Owner (Optional):	
Address:	
Phone:	
Email:	
Brittany's Registered Name:	
AKC Registration Number:	
Sex:	☐ Male ☐ Female
Date of Birth:	
Color/Markings:	
Sire:	
Dam:	

1. ADOPTION PRICE & BREEDING RIGHTS

The adoption price of the Brittany with the opportunity to obtain Full AKC Registration and breeding rights is \$2,000.

Breeder will release Full AKC Registration and breeding rights in writing only after the health and genetic testing requirements applicable to evaluation of the first proposed pairing have been satisfactorily completed and Breeder has approved that pairing in writing. Until then, the Brittany shall remain registered with the American Kennel Club (AKC) under Limited Registration.

Payment of the adoption price does not guarantee approval of the first proposed pairing. If either the Brittany or the proposed mate is determined to be unsuitable for that pairing, Breeder will not release Full AKC Registration or breeding rights based upon the proposed pairing. The Brittany shall remain on AKC Limited Registration unless and until Breeder approves an acceptable pairing in writing.

In summary, the Brittany remains on AKC Limited Registration unless and until Breeder provides written approval of the first proposed pairing and releases Full AKC Registration and breeding rights in writing; all requirements applicable to subsequent pairings and other continuing obligations remain in effect after that release.

2. MINIMUM BREEDING AGE

The Brittany covered by this Agreement shall not be bred before reaching twenty-four (24) months of age.

3. PAIRING PLAN & REQUIREMENTS

Before the first proposed pairing, the Adopter/Owner must submit a written pairing plan in PDF format identifying the proposed mate and providing sufficient information for Breeder to evaluate the pairing.

After the first approved pairing, subsequent pairings do not require Breeder's prior approval, provided that the Brittany covered by this Agreement and the proposed mate satisfy all applicable health and genetic requirements of this Agreement.

For each pairing, the Adopter/Owner must maintain documentation demonstrating that the Brittany covered by this Agreement and the proposed mate satisfy all applicable requirements. The Adopter/Owner must provide that documentation to Breeder upon request.

4. HEALTH & GENETIC TESTING REQUIREMENTS

The Brittany covered by this Agreement and the proposed mate must each satisfy the health and genetic testing requirements set forth in this section.

Pairing Evaluation Requirements

For evaluation and approval of the first proposed pairing, the Adopter/Owner must provide documentation for both the Brittany covered by this Agreement and the proposed mate demonstrating completion of the following:

- A final OFA hip evaluation performed at twenty-four (24) months of age or older with a result of Fair, Good, or Excellent
- An OFA Companion Animal Eye Registry (CAER) certification based upon an examination performed by a board-certified veterinary ophthalmologist. OFA Breeder Option findings may be considered on an individual basis when evaluating the suitability of the pairing
- Veterinary health clearance
- An AKC DNA Profile
- Embark genetic health testing

For every subsequent pairing, the Brittany covered by this Agreement and the proposed mate must each satisfy the OFA hip, OFA CAER, veterinary health clearance, AKC DNA Profile, and Embark genetic health testing requirements stated above.

Pre-Breeding Requirements

For the first approved pairing and every subsequent pairing, before breeding occurs:

- The OFA CAER eye certification for both the Brittany covered by this Agreement and the proposed mate must be current for the breeding year at the time breeding occurs
- Both the Brittany covered by this Agreement and the proposed mate must have a negative *Brucella canis* (canine brucellosis) test within six (6) months prior to each breeding

AKC DNA testing establishes genetic identity and parentage and does not replace genetic health screening or veterinary health clearances.

Embark results, pedigrees, health clearances, temperament, genetic diversity, and coefficient of inbreeding (COI) may be considered when evaluating the suitability and genetic risk of a pairing.

A carrier result identified through Embark testing does not automatically disqualify a Brittany from breeding. However, genetic results for both Brittany must be evaluated together, and a pairing shall not knowingly be made when the combination of genetic results presents an avoidable risk of producing puppies affected by a known inherited genetic condition or double traits.

All required testing and health clearances must be completed within the timeframes specified in this section, and documentation must be maintained by the Adopter/Owner.

All costs necessary to meet the requirements of this Agreement are the sole responsibility of the Adopter/Owner.

5. TEMPERAMENT & BREEDING SUITABILITY

Health testing alone does not guarantee breeding suitability.

Breeder may decline to release Full AKC Registration and breeding rights based upon temperament, health, genetic findings, pedigree considerations, structural concerns, reproductive history, or other reasonable concerns that could adversely affect the offspring or Stonesriver Kennel Brittany's breeding program.

6. AKC REGISTERED NAME

"SRK" must be included in the AKC registered name of the Brittany covered by this Agreement.

The SRK designation identifies the Brittany's origin and may not be intentionally removed or omitted.

7. TAIL DOCKING & DEWCLAWS

If tail docking or dewclaw removal is planned for a litter produced by the Brittany covered by this Agreement, the Adopter/Owner is responsible for locating a veterinarian who performs these procedures and making the necessary arrangements before the litter is born.

Any such procedures must be performed at an three (3) days of age and in accordance with applicable veterinary standards and law. Breeder does not guarantee the availability of these services in the Adopter/Owner's area.

8. BREEDING OUTCOME

Breeder does not guarantee fertility, conception, pregnancy, litter size, coloring, live birth, or the health or survival of any resulting puppies. Compliance with this Agreement, approval of the first proposed pairing, and release of Full AKC Registration and breeding rights do not create any such guarantee.

Breeding, pregnancy, whelping, and neonatal outcomes involve factors beyond Breeder's control, and all risks and expenses associated with breeding are the responsibility of the Adopter/Owner.

9. UNAUTHORIZED BREEDING & BREACH

Before Breeder has released Full AKC Registration and breeding rights in writing, the Adopter/Owner shall not breed the Brittany covered by this Agreement, offer the Brittany for stud, or use the Brittany in connection with artificial insemination. During that period, the Adopter/Owner also shall not collect, use, sell, transfer, lease, or otherwise provide access to the Brittany or its reproductive material for breeding purposes.

Breeding the Brittany before twenty-four (24) months of age, proceeding with the first pairing without Breeder's written approval, breeding the Brittany with a proposed mate that does not satisfy the applicable health and genetic requirements of this Agreement, or attempting to circumvent these requirements constitutes a material breach.

If a breach occurs before Full AKC Registration has been released, the Brittany shall remain on AKC Limited Registration, breeding rights will not be released, and no amounts paid under this Agreement shall be refunded.

After Full AKC Registration and breeding rights have been released, failure to comply with any continuing requirement of this Agreement, including the requirements applicable to subsequent pairings, constitutes a material breach of this Agreement.

Release of Full AKC Registration and breeding rights does not terminate or waive the Adopter/Owner's continuing obligations under this Agreement. Requirements concerning subsequent pairings, health and genetic testing, transfer of breeding rights, and all other continuing obligations remain in effect after Full AKC Registration and breeding rights have been released.

10. TRANSFER OF BREEDING RIGHTS

Breeding rights for the Brittany covered by this Agreement apply only to the Adopter/Owner identified in this Agreement.

Breeding rights may not be sold, assigned, transferred, or conveyed to another person or breeding program without Breeder's prior written consent. Transfer of ownership of the Brittany does not automatically transfer breeding rights.

11. PURPOSE OF BREEDING REQUIREMENTS

These requirements are intended to protect the health, temperament, genetic diversity, quality, and future of Stonesriver Kennel Brittany's bloodlines and breeding program.

Stonesriver Kennel Brittany's takes the health and responsible breeding of its Brittany's very seriously. By owning and breeding a Brittany from Stonesriver Kennel Brittany's, the Adopter/Owner represents an extension of our kennel and our breeding program.

The Adopter/Owner agrees to breed responsibly and place the health and welfare of the Brittany's and their puppies above financial considerations.

12. NOTICES

Any notice required or permitted under this Agreement must be in writing and may be delivered personally, by a nationally recognized overnight courier, by certified mail with return receipt requested, or by email. The notice must be directed to the applicable address or email address listed in this Agreement.

A party may change its notice information by providing written notice to the other party. Notices delivered personally or by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon confirmed delivery or refusal. Notices sent by email are effective when sent, provided the sender does not receive a delivery-failure notification.

13. DISPUTE RESOLUTION & VENUE

The parties shall first attempt in good faith to resolve any dispute arising out of or relating to this Agreement through direct discussion.

If the dispute is not resolved within thirty (30) days after written notice of the dispute, the parties agree to participate in mediation in Manchester, Tennessee, before filing a lawsuit. This mediation requirement does not apply when emergency injunctive or equitable relief is reasonably necessary to prevent unauthorized breeding, transfer, or use of the Brittany or its reproductive material.

If mediation is unsuccessful, any lawsuit, legal action, or proceeding arising out of or relating to this Agreement shall be brought in a court of competent jurisdiction in Coffee County, Tennessee, sitting at Manchester, Tennessee, and the parties agree to such venue and jurisdiction.

Nothing in this section prevents either party from seeking temporary or permanent injunctive relief when necessary to enforce breeding restrictions, registration restrictions, or other equitable rights.

14. ATTORNEY'S FEES & COSTS

In any legal action arising out of or relating to this Agreement, the prevailing party may recover reasonable attorney's fees and court costs when awarded by a court or otherwise permitted by applicable law.

15. LIMITATION OF LIABILITY

To the fullest extent permitted by law, Breeder shall not be liable for indirect, incidental, special, consequential, exemplary, or punitive damages arising out of or relating to this Agreement, the Brittany or illness/death/loss of the Brittany, breeding, pregnancy, delivery, veterinary care, reproductive failure, loss of a litter, or any related matter.

To the fullest extent permitted by law, Breeder's total aggregate liability arising out of or relating to this Agreement shall not exceed the adoption price actually paid under this Agreement. This limitation applies to honest mistakes, ordinary negligence, or unforeseen circumstances, such as unexpected genetic health issues. However, this limitation does not apply to, and nothing in this Agreement shall exclude or limit, the Kennel's liability for fraud, willful misconduct, or gross negligence where such limitation is prohibited by Tennessee law.

16. GOVERNING LAW & SEVERABILITY

This Agreement shall be governed by and interpreted according to the laws of the State of Tennessee. If any part of this Agreement is found to be legally unenforceable, that part may be limited or removed without affecting the validity of the rest of the Agreement.

17. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between Breeder and the Adopter/Owner concerning breeding rights for the Brittany identified herein.

Any modification, exception, or waiver must be made in writing and agreed to by Breeder and each Adopter/Owner whose rights or obligations would be affected by the modification, exception, or waiver.

18. INDEPENDENT LEGAL ADVICE

Each party acknowledges that it has had a reasonable opportunity to review this Agreement carefully, ask questions, and seek independent legal advice from an attorney of its choosing before signing.

Each party further acknowledges that it is entering into this Agreement voluntarily, understands its terms, and is not relying on any representation or promise not expressly stated in this Agreement. No party shall be deemed to have waived the opportunity to obtain independent legal advice merely because that party chose not to consult an attorney.

19. MULTIPLE OWNERS; JOINT AND SEVERAL OBLIGATIONS

If more than one individual is identified as an Adopter/Owner under this Agreement, each individual agrees to be separately and individually bound by all terms.

The obligations of multiple Adopter/Owners are joint and several, meaning each individual is responsible for the full performance of all obligations, payments, restrictions, and liabilities imposed under this Agreement.

No transfer, separation, disagreement, or change in relationship among the Adopter/Owners shall release any individual from responsibility under this Agreement unless Breeder provides a written release.

By signing below, each Adopter/Owner acknowledges that they have read and understood this Agreement and agree to comply with its terms.

ADOPTER/OWNER 1

Signature: _____ Date: _____

Printed Name: _____

ADOPTER/OWNER 2

Signature: _____ Date: _____

Printed Name: _____

CO-OWNER (OPTIONAL)

Signature: _____ Date: _____

Printed Name: _____

BREEDER

Stonesriver Kennel Brittany's

Authorized Signature: _____ Date: _____

Printed Name: _____

NOTARY ACKNOWLEDGMENT

State of Tennessee, County of Coffee

On this _____ day of _____, **20**, before me personally appeared the individual or individuals identified below, known to me or satisfactorily proven to be the person or persons whose described in and who executed the foregoing instrument, and acknowledged that such person or persons executed the same as his, her, or their free act and deed.

Adopter/Owner 1: Print	
Adopter/Owner 1: Signature	
Adopter/Owner 2: Print	
Adopter/Owner 2: Signature	
Co-Owner (if applicable): Print	
Co-Owner (if applicable): Signature	
Stonesriver Kennel Brittany's Breeder's Authorized Representative: Print	
Stonesriver Kennel Brittany's: Breeder's Authorized Representative: Signature	

WITNESS my hand and official seal, at office, this _____ day of
_____, 20____.

Notary Public Signature: _____

Printed Name of Notary: _____

My Commission Expires: _____

Notary Seal