

## Stud Dog Contract

This agreement (“**Agreement**”), dated as of \_\_\_\_\_, 20\_\_\_\_ (the “**Effective Date**”), is between \_\_\_\_\_, the stud dog owner (“**Stud Dog Owner**”), and \_\_\_\_\_, the bitch owner (“**Bitch Owner**”). The subject of this Agreement is the breeding (“**Breeding**”) of the bitch (“**Bitch**”) and stud dog (“**Stud Dog**”) listed below.

### Name of Bitch:

- Date of Birth:
- Color:
- Registry Name (if applicable):
- Registration Number (if applicable):
- Microchip #
- Health Clearances:

### Name of Stud Dog:

- Date of Birth:
- Color:
- Registry Name (if applicable):
- Registration Number (if applicable):
- Microchip #:
- Health Clearances:

1. **Compensation.** Bitch Owner agrees to pay Stud Dog Owner (a) a non-refundable administrative fee (“**Administrative Fee**”) of \$500 no less than 30 days prior to breeding (or prior to shipment of semen if semen will be collected and shipped) and (b) a non-refundable stud service fee (“**Stud Fee**”) of \$ \_\_\_\_\_ for stud services performed by the Stud Dog. All payments due under this Agreement shall be made in US Dollars via PayPal, Venmo, or cash. Checks and money orders will not be accepted.

## 2. Breeding & Litter

- a. Breeding. This breeding will be:
  - i.  fresh semen via artificial insemination (aka side by side artificial insemination (AI))
    1. Insemination will be performed by:
      - a.  A veterinarian (paid for by dam owner)
      - b.  The Dam Owner
      - c.  A Breeder (service fee)
  - ii.  with fresh, chilled semen via
    1.  AI or  transcervical insemination (TI)  surgical implantation

The parties agree that any AI or TI must be performed by a licensed veterinarian or breeder.

- b. Semen Collections.
  - i. **For Fresh Semen Via AI** (side by side AI): Stud Dog Owner agrees to provide up to two (2) semen collections over a 3 day period.
  - ii. **For Fresh Chilled Semen:** Up to two (2) semen collections and shipments for non-local breedings Bitch Owner shall be responsible for all expenses associated with shipping such semen.
- c. Repeat Breedings. Stud Dog Owner guarantees conception from the Breeding. Conception must be verified through an ultrasound at a veterinarian’s office within 40 days of the first breeding. If conception does not result from the Breeding, Stud Dog Owner agrees to provide one (1) repeat

breeding to the same Bitch (or other bitch owned and selected by Bitch Owner and acceptable to Stud Dog Owner) to the same Stud Dog (or another stud dog of equal or lesser value owned and selected by Stud Dog Owner and acceptable to Bitch Owner) on the Bitch's next heat cycle. The same terms of this Agreement will apply to such repeat breeding, except that there will be no additional administrative fee. If the repeat breeding requires shipping, ai, semen analysis, semen collection or other fees those will be the responsibility of the Dam owner. Semen Collection & AI are estimated to be \$300. Under these circumstances another negative brucellosis test will be required within 30 days of the breeding.

- d. Breeding Expenses. Bitch Owner agrees to pay all expenses incurred for the purpose of the Breeding at the time in which they are incurred, including, but not limited to, transportation of the Bitch, all veterinary costs, artificial insemination costs, semen collection (fresh, chilled, or frozen), analysis and shipping of the same, as applicable.

3. **Bitch Owner Obligations.** Bitch Owner represents, warrants and agrees as follows:

- a. Bitch. The Bitch is healthy, of sound and stable temperament, is of breeding quality, disease and parasite-free and will be groomed and bathed before she is shipped or brought to be bred (if applicable). The Bitch has not recently been exposed to any stud dog prior to the Breeding.
- b. Documentation. To provide Stud Dog Owner (i) a [redacted] generation pedigree of the Bitch; (ii) **a negative Brucellosis test within 30 days of the Breeding;** (iii) documentation showing the Bitch is in good health, **current on vaccinations listed below,** and in season; and (iv) documentation of current health clearances prior to the Breeding. At a minimum, unless otherwise mutually agreed to, health clearances must include:
  - i. A DNA Panel (i.e. Embark, Wisdom Panel, or other breed relevant panels)
  - ii. Hip x-rays
  - iii. Heart clearances (i.e. OFA heart, or letter from veterinarian)
  - iv. Vaccination against Parvo
  - v. A Negative Brucellosis Test within 30 days of breeding
- c. [Stud Dog Owner's Right of Refusal.] Stud Dog Owner has the right to return the Bitch to Bitch Owner or refuse to breed the Stud Dog to the Bitch, if Stud Dog Owner determines (in its reasonable discretion) that the Bitch is not in the proper physical condition upon arrival. In such a case, Bitch Owner agrees to accept financial responsibility for all reasonable costs incurred in the return of the Bitch.]
- d. Notification. To notify Stud Dog Owner, in writing (by email), of the birth and number of puppies within a week of whelping. Further, Bitch owner agrees to notify Stud dog owner within a week of a confirmed pregnancy.
- e. Provide Photos of Offspring. Bitch owner agrees to provide stud dog owner with marketable photos of any offspring produced at by 8 weeks of age.
- f. Accidental Breedings. To keep the Bitch properly confined following the Breeding for the duration of her heat cycle to ensure there are no accidental breedings. If such accidental breeding does occur, Bitch Owner agrees to notify Stud Dog Owner within 24 hours. In addition, Bitch Owner agrees to have each puppy from such accidental breeding DNA profiled to establish parentage prior to selling, giving away, or otherwise placing any puppy.
- g. Emergency Care. If the Bitch is in the care of Stud Dog Owner, Bitch Owner hereby grants Stud Dog Owner permission to authorize veterinary services for the Bitch in the event of an emergency, or if the Breeding's Dog's health or continued health appears to be in jeopardy. Stud Dog Owner reserves the right to use discretion in seeking such services and agrees to notify Bitch Owner as

soon as possible if such services become necessary. Bitch Owner shall be responsible for and promptly pay all veterinary costs incurred.

- h. No Stud Dog Owner Liability for Disease or Injury. Stud Dog Owner shall have no responsibility for any disease contracted by the Bitch or injury resulting to the Bitch that is not a direct result of the Breeding; provided that the Stud Dog Owner has taken reasonable care of the Bitch and has not acted with gross negligence.
4. **Stud Dog Owner Obligations.** Stud Dog Owner represents, warrants and agrees as follows:
- a. Stud Dog. The Stud Dog is healthy, of sound and stable temperament, is of breeding quality, is parasite and disease-free and, if a natural breeding, will be groomed and bathed before the Breeding.
  - b. Stud Dog Documentation. To provide Bitch Owner (i) a [ ] generation pedigree of the Stud Dog; (ii) documentation showing that the Stud Dog is in good physical condition with a negative Brucellosis test within 30 days of the Breeding; (iii) documentation showing the Stud Dog is in good health, current on vaccines listed below; and (iv) documentation of current health clearances prior to the Breeding. At a minimum, unless otherwise mutually agreed to, health clearances must include:
    - i. A DNA Panel (i.e. Embark, Wisdom Panel, or other breed relevant panels)
    - ii. Hip x-rays
    - iii. Heart clearances (i.e. OFA heart, or letter from veterinarian)
    - iv. Vaccination against Parvo
  - c. Bitch Care. The owner of the stud dog shall exercise due caution in handling and care of the bitch, but is not liable for any injuries, illnesses, or loss of the bitch.
  - d. Litter Registration. To sign and return the litter registration to Bitch Owner as soon as full compensation has been received.
  - e. No Bitch Owner Liability for Disease or Injury. Bitch Owner shall have no responsibility for any disease contracted by the Stud Dog or injury resulting to the Stud Dog that is not a direct result of the Breeding.
5. **Placement of Puppies**
- a. Bitch Owner Obligations. Bitch Owner agrees (i) not to transfer ownership, in any way, of any puppy resulting from the Breeding to any person or organization whose intent is to resell, trade, or give away the puppy or to use it in any laboratory experiments (including, but not limited to, pet shops and pet shop owners, and research laboratories); (ii) promptly notify Stud Dog Owner when and where the puppies are placed; (iii) to take back puppies and keep or rehome them if the owner(s) can no longer keep them for any reason; and (iv) to maintain breeding and litter records.
  - b. Stud Dog Owner Obligations. Stud Dog Owner agrees (i) to help with the placement of the puppies if Bitch Owner requests assistance; (ii) if requested by Bitch Owner, to evaluate the puppies at an age between 7 and 8 weeks of age and provide Bitch Owner with an opinion of each puppy produced; and (iii) if requested by Bitch Owner, to use best efforts to assist the Bitch Owner in the placement of any puppies resulting from the Breeding in the event that the owner can no longer keep them.
  - c. Breeding Rights on Puppies from the litter produced between the Dam and the Stud
    - i. Puppies from this breeding will not be available with breeding rights and must be sold under a strict spay and neuter contract requiring sterilization not later than 2 years of age.

- ii. The Bitch Owner may keep back one (1) female from this litter for their own breeding program for an additional \$\_\_\_\_\_. Right to retain 1 breeding female must be decided upon breeding/ai.
6. **Confidentiality of Disputes.** Bitch Owner and Stud Dog 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.
  7. By signing below, Buyer states that he/she has read the aforementioned Stud Service Contract and is in complete agreement. Buyer agrees that he/she understands this contract fully and understands that this contract is under the jurisdiction of the State of New York, in the County of Orange. It is agreed that the place of venue shall be in Orange County, New York. This agreement may be executed in two or more counterparts, either by original signature, facsimile, or electronic signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any changes or additions to this agreement must be done in a separate writing.
  8. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior or contemporaneous agreements, negotiations, discussions and understandings, written or oral, between the parties with respect to such subject matter. 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 in writing and signed by both parties. In the event that 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 this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement may be executed in any number of counterparts and such counterparts together shall constitute the same instrument. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

**IN WITNESS WHEREOF**, Bitch Owner and Stud Dog Owner have executed this Agreement effective as of the Effective Date.

**BITCH OWNER:**

**STUD DOG OWNER:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Phone: \_\_\_\_\_

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Phone: \_\_\_\_\_