

Stud Dog Contract

This agreement ("**Agreement**"), dated as of _____, 20____ (the "**Effective Date**"), is between the stud dog owner "**Stud Dog Owner**" and "**Bitch Owner**" listed on the final page of this Agreement. The subject of this Agreement is the breeding ("**Breeding**") of the bitch ("**Bitch**") and stud dog ("**Stud Dog**") listed below.

Bitch:

Registered Name:	
Date of Birth:	Color:
Registry Name:	Registration Number:
Breeder(s):	
Owner(s):	
Health Testing Results:	

Stud Dog:

Registered Name: High Point's Km Pet Peeves	
Date of Birth: July 16, 2018	Color: Light Golden
Registry Name: American Kennel Club	Registration Number: SS07192808
Breeder(s): Kay Butler	
Owner(s): Kaitlynn Myers & Pamela Sohl-Myers	
Health Testing Results: Hips - Good GR-131088G27M-VPI Elbows - Normal GR-EL50679M27-VPI Advanced Cardiac - Normal GR-ACA7389/39M-VPI Eyes - Normal w/ Breeder Option (D1b) GR-EYE25019/39M-VPI CHIC #163713	

TERMS AND CONDITIONS

1. **Compensation.** Bitch Owner agrees to pay Stud Dog Owner (a) a stud service fee ("**Stud Fee**") of \$1,000 half of which is due prior to the time of breeding (or prior to shipment of semen if semen will be collected and shipped). The remainder of the Stud Fee shall be due upon the time of breeding. All payments due under this Agreement shall be made in US Dollars via cash, check, or PayPal. All fees are payment for the stud service only and shall not be construed as a guarantee of puppies. The stud fee shall not be refunded, in whole or in part, for any reason, except as specifically provided for within this contract.

2. **Breeding & Litter:**

a. Breeding. This breeding shall be:

- a natural breeding.
- with fresh semen via artificial insemination.
- with fresh, chilled semen via:
 - artificial insemination.
 - transcervical insemination.
 - surgical implantation .
- with frozen semen via:
 - transcervical insemination.
 - surgical implantation.

The parties agree that any form of insemination or implantation must be performed by a licensed veterinarian or breeder.

- b. Semen Collections. Stud Dog Owner agrees to provide up to three semen collections and shipments for non-local breedings and up to three natural breedings or side-by-side artificial inseminations for local breedings. Bitch Owner shall be responsible for all expenses associated with collecting and shipping such semen.
- c. Repeat Breedings. If the Bitch fails to whelp or whelps less than three live puppies the Stud Dog Owner agrees to provide one repeat breeding of the same Bitch to the same Stud Dog on the Bitch's next heat cycle. If either the Bitch or Stud Dog is unavailable, the repeat breeding may be given to an agreed alternate or postponed until the Bitch's next heat cycle. The same terms of this Agreement will apply to such repeat breeding. If no alternate can be agreed upon or none are available, the bitch owner shall receive a refund of half of the Stud Fee (\$500) and no return service shall be given. If the Bitch fails to whelp or whelps fewer than three live puppies as a result of the repeat breeding, then this Agreement shall be terminated, no refund will be given, and Stud Dog Owner shall have no further obligation. If ownership of the Bitch changes, the right of a repeat breeding shall be at the option of the Stud Dog Owner.
- d. Breeding Expenses. Bitch Owner agrees to pay all expenses incurred for the purpose of the Breeding at the time in which they are occurred, including, but not limited to, transportation of the Bitch, all veterinary costs, artificial insemination costs, semen collection (fresh, chilled, or frozen), and the 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. The Bitch has not been recently exposed to any stud dog prior to the Breeding.
 - b. Documentation. To provide Stud Dog Owner (i) a photocopy of the Bitch's registration papers; (ii) a three-generation pedigree of the Bitch; (iii) a negative Brucellosis test performed within fourteen days prior to the Breeding; (iv) documentation showing the Bitch is in good health and current on all vaccinations; (v) documentation of current health clearances prior to the Breeding. At a minimum, unless otherwise mutually agreed to, health clearances must include hip certification from the Orthopedic Foundation for Animals (OFA) or PennHIP, elbow certification from OFA, heart certification from a Diplomat of the American College of Veterinary Internal Medicine (Cardiology) or OFA, and eye certification from a Diplomat of the American College of Veterinary Ophthalmology or OFA; (vi) documentation of progesterone testing indicating that the Bitch is in heat; and (vii) documentation of breeding if performing a breeding without Stud Dog Owner present.
 - 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, of the birth and number of puppies within a week of the birth of any puppies resulting from the Breeding.
 - e. 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, at Bitch Owner's sole expense, to establish parentage prior to selling, giving away, or otherwise placing any puppy.
 - f. 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 Bitch'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.
 - g. 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; 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 photocopy of the Stud Dog's registration papers; (ii) a three-generation pedigree of the Stud Dog; (iii) a negative Brucellosis test performed within fourteen days prior to the Breeding; (iv) documentation showing the Stud Dog is in good health, current on all vaccinations; and (v) documentation of current health clearances prior to the Breeding. At a minimum, unless otherwise mutually agreed to, health clearances must include hip certification from the Orthopedic Foundation for Animals (OFA) or PennHIP, elbow certification from OFA, heart certification from a Diplomat of the American College of Veterinary Internal Medicine (Cardiology) or OFA, and eye certification from a Diplomat of the American College of Veterinary Ophthalmology or OFA.
 - 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 seven and eight 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 replacement of any puppies resulting from the Breeding in the event that the owner can no longer keep them.
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. **Agreement to Mediate.** If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and if the dispute is not settled 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.

8. **Governing Law.** This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by and construed in accordance with the laws of the State of Missouri without regard to the conflicts of laws provisions thereof.
9. **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 Signature **Date**

_____ / ____ / _____
Stud Dog Owner Signature **Date**

Bitch Owner:

Stud Dog Owner:

Name:		Name:	
Address:		Address:	
City:		City:	
State:	Zip Code:	State:	Zip Code:
Phone Number:		Phone Number:	
Email:		Email:	