

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(s) "**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:
Registration Number:	CHIC Number:
Microchip Number:	
Breeder(s):	
Owner(s):	

Stud Dog:

Registered Name:	
Date of Birth:	Color:
Registration Number:	CHIC Number:
Microchip Number:	
Breeder(s):	
Owner(s):	

The Stud Dog Owner and Bitch Owner agree as follows:

1. **Compensation.** Bitch Owner agrees to pay Stud Dog Owner (a) a stud service fee ("**Stud Fee**") of \$2,000 of which a \$500 breeding fee ("**Breeding Fee**") is payable prior to breeding and is non-refundable. The remaining balance of \$1,500 shall be due in full at the time the litter registration is signed by Stud Owner. 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. All payments due under this Agreement shall be made in US Dollars and paid to Breeder via cash, PayPal, Venmo, or Good Dog.
 - a. Processing Fee. A 4% processing fee will apply to all PayPal and Venmo transactions. A 7% processing fee will apply to all Good Dog transactions. Processing fees will not be applied towards the Stud Fee.

- b. Frozen Semen Fee. If using frozen semen, an additional non-refundable fee of \$200 shall be added to the above mentioned Stud Fee and processing fees.
- c. Puppy Back Lieu of Stud Fee. If Stud Owner elects to receive a puppy in lieu of the Stud Fee, Stud Owner shall receive (a) first pick puppy if Bitch Owner is not keeping a puppy, or (b) second pick puppy if Bitch Owner is keeping a puppy. Puppy selected by Stud Owner will carry the “Meramec” kennel name first and may or may not include the Bitch Owner’s kennel name.
- d. Boarding Fee. A boarding fee of \$25 per day will be paid to Stud Owner if Bitch is to be left in the care of Stud Dog Owner. Breeding Fee and all other expenses related to the breeding shall be paid prior to Bitch being returned to Bitch Owner.

2. Breeding & Litter.

- a. Breeding. This breeding shall be:
 - Natural service.
 - 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 at Bitch Owner’s sole cost.

- b. Natural Breedings. The stud service will be performed as soon as the Bitch will allow, then subsequently every 24 to 48 hours, for as long as the Bitch will “stand” unless otherwise instructed by the Bitch Owner. Only two (2) services are guaranteed per bitch. Artificial insemination will be performed at the discretion of Stud Dog Owner at the sole cost of Bitch Owner.
- c. Semen Collections. Stud Dog Owner agrees to provide one (1) collection and shipment of fresh-chilled semen for non-local breedings and up to two (2) collections of fresh semen for local breedings. Bitch Owner shall be responsible for all expenses associated with collecting and shipping such semen. Stud Dog Owner does not guarantee the quality of the semen upon collection, shipment, insemination, or implantation.
- 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. Payment arrangement should be made with the Stud Owner’s veterinarian of choice prior to semen collection and/or artificial insemination.

- e. Repeat Breedings. If Bitch fails to conceive, the Breeding Fee shall be applied to 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, Bitch Owner shall not pay the remaining balance (\$1,500) and no return service shall be given. If Bitch fails to conceive 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. Bitch Owner waives the right to a repeat breeding regardless of if the Bitch fails to conceive when the Breeding is completed with frozen semen.
 - f. Litter Guarantee. Three (3) live puppies constitute a litter. If Bitch whelps less than three live puppies, Stud Dog Owner is due \$500 per puppy in addition to the Breeding Fee and all breeding expenses. No repeat breeding shall be given if Bitch whelps less than three live puppies.
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 progesterone testing indicating that the Bitch is in heat; (vi) documentation of breeding if performing a breeding without Stud Dog Owner present; (vii) documentation of current health clearances prior to the Breeding, including (a) hip certification from the Orthopedic Foundation for Animals (OFA) or PennHIP, (b) elbow certification from OFA, (c) heart certification from a Diplomate of the American College of Veterinary Internal Medicine (Cardiology), and (d) eye certification performed within the last 12 months from a Diplomate of the American College of Veterinary Ophthalmology; and (viii) documentation of DNA testing for breed specific conditions.
 - 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) documentation showing the Stud Dog is in good health, current on all vaccinations; and (iv) 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 Diplomate of the American College of Veterinary Internal Medicine (Cardiology), and eye certification from a Diplomate of the American College of Veterinary Ophthalmology.
 - 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.

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 provide Stud Dog Owner the name, address, and phone number of all people who purchased puppies from this breeding; (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 accurate 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 rehoming 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:	