

Smokey Mountain Chihuahua's

Stud Service Contract

This agreement, dated as of _____
20_____, is between _____, the stud
owner, and _____, the bitch owner. The
subject of this Agreement is the breeding of the bitch and stud dog
listed below.

Name of Stud: _____

- Date of Birth: _____
- Color: _____
- Registry Name: _____
- Registration Number: _____
- DNA: _____ YES, _____ NO
- Genetics: _____ YES, _____ NO

Name of Bitch: _____

- Date of Birth: _____
- Color: _____
- Registry Name: _____
- Registration Number: _____
- DNA: _____ YES, _____ NO
- Genetics: _____ YES, _____ NO

1. Compensation: Bitch owner agrees to pay Stud Dog Owner a [Non-refundable] stud service fee of \$_____ for stud service performed by the Stud Dog. All payments due under the Agreement shall be made in US Dollars via payments through bank wire, Cash, Venmo, Chash App or PayPal. We do not accept checks or money orders.
2. Stud Fee Puppies: Stud Dog Owner has the right to _____ pupp(y)(ies), which may be selected by [Stud Dog Owner] and will be the _____ pick after the Bitch Owner. The stud fee puppy must be selected within _____ weeks of the puppies being born.

3. Breeding & Litter

- a. Breeding. This breeding will be:
 - a natural breeding
 - fresh semen via artificial insemination (AKA side by side artificial insemination (AI))
 - with fresh, chilled semen via
 - with frozen semen [shipping]

The parties agree that AI must be performed by a licensed veterinarian.

- b. Semen Collections: Stud Dog Owner agrees to provide up to _____ semen collections (up to _____ frozen semen collections) and shipment for non-local breedings and up to _____ natural breedings or side by side AIs for local breedings. Bitch Owner shall be responsible for all expenses associated with collecting and shipping such semen.
- c. Repeat Breeding: Stud Dog Owner [does not guarantee any puppies will result from the Breeding; provided that if no puppies result from the Breeding,] [guarantees _____ puppies (live or stillborn) from breeding and if (live or stillborn) puppies do not result from the Breeding,] Stud Dog Owner agrees to provide [ONE] repeat breeding to the same Bitch on her next heat, with the same Stud.
- 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), and shipping of the same as applicable; provided that the Stud Dog Owner shall pay for collection/AI in the case of a natural breeding where the Stud Dog cannot breed the Bitch.
- e. Vaccinations & Exams: Bitch Owner agrees to accept full responsibility to ensure that all offspring resulting from Breeding be treated for parasites and receive vaccines.

4. 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, DNA tested, 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. Documentations: To provide Stud Dog Owner a _____ generation pedigree of the Bitch before any Breeding. Documentations showing Bitch is in good health, current on all vaccinations, and in season; and documentations of current health clearances prior to the Breeding. At a minimum, unless otherwise mutually agreed to, health clearances must include [_____]

c. Stud Dog Owner's Right To 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. Notifications: To notify Stud Dog Owner, in writing (by email), of the birth and number of puppies within 48 hours of the breeding.

- e. **Accidental Breeding:** 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 registering the litter, selling, giving away, or otherwise placing a puppy.
- f. **Emergency Care:** If the Bitch is in the care of the 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.
- 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 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.

5. 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 a _____ generation pedigree of the Stud Dog; documentation showing that the Stud Dog is in good physical; 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 [_____]

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.

6. Placement of Puppies

a. Bitch Owner Obligations: Bitch Owner agrees 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); promptly notify Stud Dog Owner when and where the puppies are placed; to take back puppies and keep or rehome them if the owner(s) can no longer keep them for any reason; and to maintain breeding and litter records.

b. Stud Dog Owner Obligations: Stud Dog Owner agrees to help with the placement of the puppies if Bitch Owner requests assistance; if requested by Bitch Owner, to evaluate the puppies at an age between _____ and _____ weeks of age and provide Bitch Owner with an opinion of each puppy produced; and 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.

7. 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.

8. 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.

9. 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 Tennessee without regard to the conflicts of law's provisions thereof.

10. 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.

STUD OWNER:

Name: _____

Address: _____

City: _____

State: _____

Zip Code: _____

Phone: _____

BITCH OWNER:

Name: _____

Address: _____

City: _____

State: _____

Zip Code: _____

Phone: _____

