



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

Name of Bitch: _____

Date of Birth: _____

Color: _____

Registry Name (if applicable)

Registration Number (if applicable)

Name of Stud Dog:

Date of Birth: _____

Color: _____

Registry Name (if applicable)

Registration Number (if applicable)

1. Fees:

Bitch Owner agrees to pay Stud Dog Owner **(a)** semen collection and shipping cost prior to shipment(s), in the amount of \$_____. **(b)** and the selling price of one puppy, due prior to the signing of registration paperwork.

2. Stud Fee Puppies:

Stud dog owner has the right to first pick of litter. The stud fee puppy must be selected within 3 to 4 weeks of the puppies being born. If puppy back is selected, **no stud fee is owed.**

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 AI or surgical implantation

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

b. Semen Collections

Stud Dog Owner agrees to provide semen collections. Bitch Owner shall be responsible for all expenses associated with collecting and shipping such semen.

c. Repeat Breedings: (only applicable if stud fee paid up front)

Stud Dog Owner [does not guarantee any puppies will result from the Breeding; provided that if no puppies result from the Breeding,] [guarantees _____ live puppies from the Breeding and if _____ live puppies do not result from the Breeding,] Stud Dog Owner agrees to provide [one] 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 owned and selected by Stud Dog Owner and acceptable to Bitch Owner) on the Bitch's next heat cycle. Repeat breeding will be completely free with proof from licensed vet that (a) breeding failed or (b) litter size was not what stud dog owner guaranteed.

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 and Exams

Bitch Owner agrees to accept full responsibility to ensure that all offspring resulting from the breeding be treated for parasites and receive [vaccines, dew claw removal if applicable, tail docking and ear cropping when indicated (or as needed).

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, 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 _____generation pedigree of the Bitch; (ii) a negative Brucellosis test within _____ days of the Breeding; (iii) documentation showing the Bitch is in good health, current on all vaccinations, and in season; and (iv) documentation of current health clearances prior to the 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 the litter whelp date.

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 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 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 (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 _____ days of the Breeding; (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.

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 (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) 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 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.

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 related 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 Oklahoma without regard to the conflicts of laws 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.

BITCH OWNER:

Phone: _____

Name: _____

Address:

Email: _____

Phone: _____

STUD OWNER:

Name: _____

Address:

Email: _____