



Stud Service Contract

Sire Information:

Name and ASCA/AKC Titles: MBIS MBISS GCHP ASCA CH. Silverwood's Kiss of Fire at Limelight DNA-VP

ASCA Registration: E190445

AKC Registration: DN41726807

Owner: Betty Harrill

Address:

Phone Number:

Dam Information

Name and ASCA/AKC Titles:

ASCA Registration:

AKC Registration:

Names of all intended LITTER owners:

Dam owners (hereafter "bitch owner"):

Contracting bitch owner address:

Contracting bitch owner phone number:

Attestation of full disclosure and understanding of pedigree and testing information

My signature below affirms my understanding of and agreement with all terms as stated in this contract. I further acknowledge that I have received genetic and radiographic testing results for stud dog (available at emeraldaussies.com). I attest that I have disclosed all genetic and radiographic testing results, as well as any information related to heritable health conditions in bitch's pedigree that is known to me. I attest that all information provided to stud owner regarding bitch is true and accurate. All information provided verbally and in writing related to this request and contract is complete, true and accurate to the best of my knowledge.

Bitch owner signature: _____

Date: _____

This contract and all terms and conditions, rights and responsibilities supersede any verbal agreement or other communication about terms, conditions, rights and responsibilities that may have taken place before or after this contract is signed. Unless specified in writing in this contract or an addendum hereto, no rights nor terms will be honored.



Stud fee: In addition to any costs listed previously or hereafter, stud fee is \$2500 US. Payment of 50% of stud fee (\$1250 US) is due at time of contract signing. Remaining stud fee (\$1250 US) is paid prior to signing registration application papers for the litter, unless specified otherwise in this contract.

Puppy in lieu of stud fee: Stud owner reserves the right to assume full and exclusive ownership of a second pick puppy in lieu of stud fee. In the case that stud owner exercises this right, full \$1250 US stud deposit is refunded to bitch owner.

Bitch owner agrees to sign American Kennel Club (AKC) and Australian Shepherd Club of American (ASCA) registration forms and provide these forms to stud owner for the selected puppy within 90 days of litter whelp date.

If stud owner declines the "puppy in lieu of stud fee" option, full stud fee is owed by bitch owner as per this contract.

Bitch owner remains responsible for providing socialization, maintenance, healthcare, and evidence of veterinary ophthalmological (CAER) exam for all puppies in the litter.

Complete litter: A complete litter consists of two puppies alive at 72 hours after whelping.

Failed pregnancy or incomplete litter: If no pregnancy results, or no puppies remain alive 72 hours after whelping, bitch owner/signer of contract ("bitch owner") has the option of either 1) terminating the contract and forfeiting the deposit. No further stud fee would be owed and deposit would not be refunded. Bitch owner must notify stud dog owner within 90 days of mating/insemination of his/her election of this option. OR 2) A second breeding for the same bitch within 15 months of the first breeding, with deposit applied to stud fee, and remaining \$1250 of stud fee payable *before the second breeding is provided*.

Incomplete litter: If the first breeding results in just one live puppy at 72 hours after whelping, bitch owner has the option of a second breeding to the same bitch within 15 months of the first breeding with deposit applied to stud fee, and remaining \$1250 of stud fee payable **before any registration papers are signed for puppy from first breeding** and before a repeat breeding is provided.

Two failed breeding attempts: If no pregnancy results, or an incomplete litter results from a repeat breeding to the same bitch or substitute bitch, full stud fee is owned to stud owner and no further remedy is due to bitch owner.

Inability of bitch to receive repeat breeding as a remedy to first failed breeding attempt: If during the 15-month period after the first unsuccessful breeding, the bitch becomes unable to become pregnant or to carry a pregnancy to term for medical reasons (eg. medically necessary spaying; injury; discovery of heritable health condition), bitch owner will notify and provide to stud owner a veterinary statement of the reasons repeat breeding is inadvisable. Contract is terminated with no further obligation for payment by bitch owner and no further remedy owed by stud owner.

Artificial insemination using fresh chilled semen

Transfer of fresh chilled semen includes one or two collections and shipping events separated by approximately 48-72 hours. All costs of collection, shipping, handling, evaluation, insemination and follow up care and any other costs related to the collection, transfer and insemination are the responsibility of bitch owner. No semen is released nor shipped until full \$1250 deposit has been received by stud owner and all fees and expenses for collection and shipping have been paid by bitch owner.

Artificial insemination using frozen semen

Full \$2500 (US) fee must be paid before frozen semen is transferred. Breeding service involving frozen semen includes two units (whether vials, straws, pellets) of semen, shipped to the service/location of bitch owner's choice. Costs of collection, storage and maintenance, up to the time frozen semen leaves stud owner's storage facility are the responsibility of stud dog owner. Costs of semen transfer, shipping, handling, evaluation, continued storage, insemination, follow up care, and all other costs are the responsibility of bitch owner. **No frozen semen is shipped until full \$2500 (US) fee has been received by stud owner.** It is recommended that funds transfer be completed at least two weeks prior to

the time frozen semen is needed, to ensure funds are received in time to arrange for semen release and transfer to bitch owner.

Lost shipment, delayed shipment, or damaged shipment are beyond the control of stud owner. Bitch owner assumes all responsibility for frozen semen after it leaves the stud owner's storage facility. Stud owner recommends that bitch owner insure the shipment to cover any loss or damages incurred in relation to shipping. No repeat breeding nor frozen semen replacement is offered due to shipping delay, damage or loss after semen leaves stud owner's storage facility.



Need to decline breeding

Should bitch owner need to decline breeding after contract has been signed and before any breeding has taken place (eg. bitch's health or circumstances no longer allow for breeding), bitch owner has the option withdrawing from the contract and receiving a refund of ½ of deposit upon presentation of medically necessary reason for withdrawing from the contract (half of \$1250=\$625). If bitch owner decides to decline breeding for any reason other than medical necessity, the full deposit is forfeited and contract obligations for bitch and stud owner are fulfilled.

Inability to breed naturally

If for any reason during a live breeding, the situation is deemed by stud owner to be unsafe for bitch or stud, bitch owner will be offered the option of an insemination by veterinarian. Cost of collection, evaluation, insemination and any other related costs are the responsibility of bitch owner. Decision to inseminate is solely at the discretion of bitch owner. If live breeding is not safe or possible and bitch owner declines insemination, no further remedy is available. Deposit is forfeited, contract is terminated, bitch is returned to owner, no further stud fee is owed, and no further remedy is owed by stud owner.

Coincident stud service demand

In the rare circumstance that two or more bitches scheduled for live breeding/cover, or live cover and fresh chilled semen come into season at the same time, the bitch whose contract was signed first receives priority for live cover or fresh chilled semen; and other bitch(es) are offered the option of 1) stored semen at a 10% discounted stud fee; or 2) delayed breeding for up to 12 months from the time of coincident stud service demand. See section "Artificial insemination using frozen semen" for further terms and conditions.

Limitations on initial or repeat breeding

Reasonable effort will be made to convey semen to bitch/bitch owner in the bitch owner's preferred form, as requested in this contract. Allowing that stud owner cannot control natural or unplanned circumstances such as illness, accident, advanced age, unpredictable or indiscernible estrus cycles, lack of immediate access to a collection facility, or any other circumstance that may impede stud dog's ability to provide semen on demand: In any and all circumstances, stud owner reserves the right to provide frozen, stored semen to bitch owner in complete fulfillment of all terms of this contract. In the case that stored, frozen semen is provided to bitch owner, all costs of transference, evaluation, shipping, evaluation, insemination, etc. are the sole responsibility of bitch owner and must be paid in full prior to shipping of frozen semen. In the event bitch owner declines frozen semen as a remedy, deposit is forfeited, contract is terminated, and no further remedy is offered by nor due from stud owner. See section "Artificial insemination using frozen semen" for additional terms and conditions.

Transfer of bitch ownership after stud contract is signed

This stud contract is binding between the stud owner and the bitch owner/contract signer at the time the contract is signed and deposit is paid. Terms of the contract do not transfer to any other person. This contract is valid during the period of ownership of the bitch by the bitch owner who signs the stud contract. Upon change of ownership, or upon lease of bitch to any other person or combination of persons, this stud contract is terminated, and no deposit nor payment will be refunded, no rights associated with this contract will be transferred nor honored by stud owner.¹

Provision of litter registration application forms

Stud owner signs litter registration application and postmarks or emails these forms to bitch owner/designee within 5 days of receipt of all of the following:

- ____ Litter registration application
- ____ Eye clearances by a veterinary ophthalmologist for all puppies in the litter

¹ In other words, if the bitch is sold or leased or new co-owners are added or changed, or any other change in ownership takes place, stud owner has no further responsibility to fulfill the terms of this contract.

- ___ Full stud fee
- ___ Veterinary health clearances of all puppies



Post-breeding responsibilities:

Stud dog owner will:

- ___ Alert bitch owner to any new information regarding potentially heritable health conditions
- ___ Cheer for puppies and their owners!

Bitch owner will:

- ___ Keep bitch continually separated during estrus from intact males other than stud dog listed in this contract
- ___ Confine bitch in crate or kennel, or be present with bitch in a room in the house, or walk quietly on leash for up 36 hours after breeding.
- ___ Carefully discern between show/breed quality puppies and pet puppies, erring on the side of placing potential show quality puppies in pet homes rather than having pet quality puppies in the show ring.*
- ___ *Recommendation: Opinions of 2-3 qualified breeders are recommended in evaluating the litter.
- ___ Sell or place puppies produced from the breeding with individual persons or co-owners, and not to retail operations
- ___ Screen prospective buyers for fitness to support, provide for, safely house and contain, socialize, and train a puppy
- ___ Sell or place all puppies with a sales contract and health guarantees as per Australian Shepherd Club of America (ASCA) and American Kennel Club (AKC) code of ethics
- ___ Report to stud owner all titles earned by puppies resulting from this breeding
- ___ Provide ASCA and AKC registration applications to all puppy buyers
- ___ Sell all puppies not designated show/breed quality on spay/neuter contracts. Disallow ASCA and AKC registration of any progeny of puppies not sold specifically as breed quality.
- ___ Provide to stud owner a list with contact information for puppy buyers

Semen back up

Stud dog owner agrees to store and maintain sufficient banked semen to fulfill all stud contracts entered into. Should live breeding not be available to fulfill a breeding contract, 1-2 units (unit= straw or vial or pellet) of stored frozen semen is considered an equitable and complete substitute to fulfill the contract, and no other remedy is offered. Cost of maintaining frozen semen is the responsibility of stud owner. Cost of transferring, handling, evaluation of, insemination with frozen semen; and follow up care are the responsibility of bitch owner. See section "Artificial insemination using frozen semen" for further terms and conditions.

Dispute resolution

If bitch owner and stud owner are unable to come to agreement regarding terms specified or not specified in this contract, a virtual or in-person formal mediation using mediator of stud dog owner's choice is to be implemented. If bitch owner and stud owner are unable to achieve resolution through mediation, any legal action will be filed in the county of stud dog owner's residence at the time of the filing. All legal- and court-related costs for party found not to be at fault are the responsibility of the party found to be at fault.

My signature below also affirms my understanding of and agreement with terms and conditions set forth in this contract.

Bitch owner signature: _____ Date: _____

Stud owner signature: _____ Date: _____

Deposit \$1250 received _____ Semen shipped or live cover dates(s) _____	Whelping date: _____ Full payment received: _____ Vet & Eye certs: _____	AKC reg returned: _____ ASCA reg returned: _____
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