Stud Service Agreement

Name of Stud Dog:__________________________________________
Name of Bitch:____________________________________________

I. Definitions.

*Bitch* means the female dog described above.
*Delivery* means the date bitch is delivered to owner of stud dog for mating.
*Live birth* means at least one puppy is born to bitch as a result of this mating and survives for at least 72 hours.
*AKC* means American Kennel Club.
*Stud dog* means the male dog described above.

II. Consideration.

1. Bitch Owner agrees to pay a Stud fee of $1,000.00 for the privilege of breeding the bitch described above to the stud dog described above.

2. This fee includes the cost of board for the first week the bitch is with owner of stud dog. Thereafter, Bitch Owner shall $10 per day or partial day bitch remains with Stud Dog Owner unless otherwise agreed.

3. This fee does NOT include the cost of transporting the bitch by Stud Dog Owner, costs associated with artificial insemination, and other veterinarian expenses associated with this mating.

4. Payment is due in full on or before delivery of bitch to owner of stud dog. Costs incurred during the course of the mating shall be paid by Bitch Owner prior to return of bitch.

III. Natural Breeding.

If this section is initialed Stud Dog Owner and Bitch Owner have agree bitch shall be naturally inseminated by stud.

Stud Dog Owner ________________  Bitch Owner ________________

Bitch Owner's agreements:

1. Bitch Owner warrants this bitch is free of any communicable disease at time of delivery. Bitch Owner shall provide a certificate signed by a qualified veterinarian no more than two weeks
before delivery for mating certifying the bitch is clear of brucellosis or other sexually transmitted diseases.

2. Bitch Owner warrants this bitch is free of any known hereditary defect at time of mating. Bitch Owner shall provide a copy of the bitch’s pedigree and AKC registration. In addition, Bitch Owner will provide the following health documentation:
   a. Certification from the Orthopedic Foundation of America that the bitch is clear of hip dysplasia.
   b. Certification from the Canine Eye Registry Foundation that the bitch is clear of eye anomalies.
   c. Certification from VetGen that the bitch is free of von Willebrand’s Disease.
   d. Certification from the Orthopedic Foundation of America that the bitch is clear of sebaceous adenitis.

3. Bitch Owner agrees to deliver bitch to Stud Dog Owner between day 7 and 10 of bitch’s heat cycle and leave bitch with Stud Dog Owner until ovulation occurs unless other arrangements are made with Stud Dog Owner.

4. Bitch Owner will provide any special instructions in writing and necessary medication or special food in sufficient quantity for bitch’s stay with Stud Dog Owner.

5. Bitch Owner warrants the bitch has not been bred to any other male dog during the current heat cycle and will take utmost care to insure she is not bred to any other male after mating with stud dog. If a mismate occurs, Bitch Owner shall promptly notify Stud Dog Owner and take necessary steps after veterinary advice to terminate the pregnancy. If a mismate occurs, Bitch Owner forfeits all fees paid to Stud Dog Owner and Stud Dog Owner shall not sign litter registration for puppies which may have resulted from this mating.

6. Bitch Owner agrees to pay cost of transporting bitch to and from Stud Dog Owner.

7. If Stud Dog Owner determines artificial insemination is necessary to protect the health or safety of either dog or to accomplish a satisfactory mating, Bitch Owner shall reimburse Stud Dog Owner for all costs incurred for such artificial insemination.

8. In an emergency, after reasonable effort, Stud Dog Owner cannot locate Bitch Owner in the case of an emergency, the signature of the Bitch Owner below hereby authorizes Stud Dog Owner to take whatever actions our authorized Veterinarian recommends to maintain the health of the bitch.
9. Bitch Owner agrees to reimburse Stud Dog Owner for any other veterinary care Stud Dog Owner determines is necessary for the health and safety of the bitch or to insure a satisfactory mating including, but not limited to, vaginal smears or progesterone testing.

10. Bitch Owner shall reimburse Stud Dog Owner any expenses described above prior to return of bitch to Bitch Owner.

11. Bitch Owner agrees to place puppies resulting from this mating in appropriate, sound and secure homes and shall not release puppies to new owners until they are at least seven weeks of age.

12. Any puppies Bitch Owner places in companion homes shall be placed on limited registration with AKC and with written agreement each puppy buyer will have puppies spayed or neutered before nine months of age. Bitch Owner agrees to promptly furnish copies of these signed agreements if Stud Dog Owner requests.

13. Bitch Owner agrees no puppies produced by this mating shall be sold to or offered for sale through a pet shop, brokerage service, or dealer in dogs. Bitch Owner shall pay Stud Dog Owner the sum of $600 per puppy produced or $5000, whichever is greater, if Bitch Owner violates this section as reasonable compensation for damage to Stud Dog Owner's reputation and devaluation of bloodline.

14. If Stud Dog Owner so requests, Bitch Owner agrees to provide Stud Dog Owner a list of all puppy buyers which shall include the full name of the buyer, complete mailing and residence address, and phone number. Each puppy shall be identified by AKC number and name, if known, and indicate whether placed on limited registration.

15. Bitch Owner agrees to comply with the conditions of this Stud Service Agreement. If Bitch Owner fails to comply with the terms and conditions of this agreement, Bitch Owner shall forfeit all money paid to Stud Dog Owner for this mating. Bitch Owner shall also pay such sums as Stud Dog Owner may incur, including but not limited to, attorney fees and court costs, to enforce conditions of this stud service agreement.

V. Stud Dog Owner's agreements:

1. If, for any reason, Stud Dog Owner determines the bitch should not be bred to this stud dog, Stud Dog Owner shall return the bitch prior to first mating and any stud fee paid by Bitch Owner for this stud service shall be promptly returned to Bitch Owner. Fees will be returned minus $10/day for each day or partial day bitch is boarded with Stud Dog Owner plus any expenses.
incurred.

2. Stud Dog Owner warrants this stud dog is free of any communicable disease at time of mating.

3. Stud Dog Owner warrants this stud dog is free of any known hereditary defect at time of mating. Stud Dog Owner shall provide a copy of the stud dog's pedigree, AKC registration and health certificates listed in section III.2 above to Bitch Owner upon request. Stud Dog Owner shall provide a copy of the veterinarian report certifying the dog free of the genetic diseases noted above if the stud dog's records have not yet been certified by the appropriate agencies.

4. Stud Dog Owner agrees to bring both dogs together for mating on a schedule determined by owner of stud dog, but in no event less than two attempted matings will be made during bitch's heat cycle.

5. If this mating results in no live birth or in a live birth of two or fewer puppies, Bitch Owner may have the same bitch bred to the same Stud dog at the bitch’s next heat cycle without additional stud fee. No refund of stud fee will be made if no live birth occurs from either mating.

6. Stud Dog Owner shall not return bitch to Bitch Owner until all reimbursable expenses due Stud Dog Owner have been paid in full. In the event bitch remains with Stud Dog Owner due to non-payment of monies due Stud Dog Owner at the time of birth of litter, Bitch Owner shall forfeit ownership of the litter to Stud Dog Owner.

IV. Artificial Insemination- Additional Terms.

If this section is initialed Stud Dog Owner and Bitch Owner have agree bitch shall be artificially inseminated with semen from stud.

Stud Dog Owner ______________________ Bitch Owner ______________________

Stud Dog Owner's agreements:

1. The Stud Dog Owner agrees that collection of sperm will be made by a veterinarian who has collection experience on the dates provided by the Bitch Owner.

2. The Stud Dog Owner agrees that the collections shipped must be considered viable for breeding by veterinary standards for artificial insemination. Collections will be shipped in special cold packed boxes.

3. The Stud Dog Owner agrees that shipment of the collections will take place on the dates requested, unless in the event of a natural disaster or national emergency resulting in the halt of veterinary services and/or transport carriers.
4. The Stud Dog Owner is not liable for incorrect testing done to predict ovulation by the Bitch Owner.

**Bitch Owner's agreements:**

1. Bitch Owner agrees to let the Stud Dog Owner know when the bitch starts her heat cycle so we can plan to ship on the desired date. The Bitch Owner agrees to give the owner of the Stud Dog sufficient notice prior to desired shipment date of collections. Generally, 72 hours prior to planned time of insemination will be sufficient notice.

2. The Bitch Owner will provide the Stud Dog Owner with the date for insemination based on progesterone testing done to predict ovulation by the veterinarian of the Bitch Owner. In the event a 2nd shipment is needed, there will be an additional charge of $450 dollars plus shipping fees.

3. The Bitch Owner agrees that artificial inseminations will be performed by a veterinarian with prior artificial insemination experience.

4. The Bitch Owner agrees to pay all shipment fees and/or delivery charges to the Stud Dog Owner or Stud Dog Owner veterinarian in addition to the stud fee. The Bitch Owner also agrees to return shipping boxes via regular mail within 10 days.

5. The Bitch Owner agrees to pay for all veterinary, travel, and shipping fees associated with a return stud service, if one transpires, including Stud Dog Owner collection costs.

6. Agrees to prevent the bitch from exposure to any stud dog while she is in season.

7. The semen of the stud dog is to be used exclusively for the bitch named in the contract.

8. Under no circumstances will the owners of the stud dog allow the insemination the bitch named in the contract during the same heat cycle, with semen from one or more other dogs.

9. If not all available semen has been used by the veterinary surgeon for artificial insemination of the bitch, the breeder is not permitted to sell it, or to use it for his own breeding, unless the Stud Dog Owner from whom the semen was procured agrees, whereupon a renewal of the approval (see approval process), for a new insemination would be required. Or the owner of the stud dog may instruct to keep the remaining frozen semen untouched until further notice, or to destroy it.

10. The Bitch Owner agrees to provide Stud Dog Owner with pictures of each individual puppy between the age of five and eight weeks.

11. If the bitch fails to become pregnant, a return stud service from the Stud Dog Owner will be given to the same bitch without an additional fee (except shipping) within one year of mating.
provided the bitch had progesterone testing prior to breeding to time her ovulation. We do not believe vaginal smears are a reliable test to determine optimum breeding time.

12. Stud Fee must be in the form of Money Order, Cashiers Check, Postal Money Order/ or by PayPal. NO Personal checks will be accepted.

**IV. Puppy Back to Stud Dog Owner.**

If this section is initialed, Stud Dog Owner shall have first right of refusal to first pick puppy from litter resulting from this mating. Bitch Owner agrees first pick means Stud Dog Owner’s pick at the age of seven to eight weeks and before any puppies have been placed with any person. If Stud Dog Owner opts to take first pick puppy from this litter, Stud Dog Owner shall pay Bitch Owner the cost of the stud fee for the puppy. Upon receiving said money from Stud Dog Owner, Bitch Owner shall promptly give Stud Dog Owner full individual registration for such puppy.

Stud Dog Owner ________________ Bitch Owner _________________

We have read, reviewed and understand the above conditions of sale and agree to all the terms of this stud service agreement.

__________________________________________________________

Date