

Stud Dog Contract

This agreement “**Agreement**”, dated as of _____, 20____ the “**Effective Date**”, is between **Clarissa Winstead of Annie’s Aussies**, the stud dog owner “**Stud Dog Owner**”, and _____, the bitch owner “**Bitch Owner**”. The subject of this Agreement is the breeding “**Breeding**” of the bitch “**Bitch**” and stud dog “**Stud Dog**” listed below.

Name of Bitch:

- Color:
- Registry Name if applicable:
- Registration Number if applicable:
- Health Clearances:

Name of Stud Dog: “Loki”

- Color:
- Registry Name if applicable:
- Registration Number if applicable:
- Health Clearances

1. **Compensation.** Bitch Owner agrees to pay Stud Dog Owner at the time of breeding or prior to shipment of semen if semen will be collected and shipped and a non-refundable stud service fee “**Stud Fee**” of **\$1,500** for stud services performed by the Stud. All payments due under this Agreement shall be made in US Dollars via payments through Venmo, Paypal or Zelle.
2. **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 AIThe parties agree that any AI must be performed by stud owner or a licensed.
 - b. **Semen Collections.** Stud Dog Owner agrees to provide up to **three** semen and shipments for non-local breedings and up to **three** natural breedings or side-by-side AIs for local breeding. Bitch Owner shall be responsible for all expenses associated with collecting and shipping such semen.
 - c. **Repeat Breedings.** Stud Dog Owner does not guarantee any puppies will result from the Breeding; provided that if no puppies 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. The same terms of this Agreement will apply to such repeat breeding, except that the non-refundable stud fee will be reduced to **\$50** if shipping semen.
 - 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, or chilled, 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, and dew claw removal.

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 if applicable. The Bitch has not recently been exposed to any stud dog prior to the Breeding.
- b. Documentation. To provide Stud Dog Owner documentation showing the Bitch is in good health, current on all vaccinations, and in season.
- 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 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 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.

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 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.

5. **Placement of Puppies**

- a. Bitch Owner Obligations. Bitch Owner agrees to maintain breeding and litter records.
- b. Stud Dog Owner Obligations. Stud Dog Owner agrees 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.

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 California 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:

STUD DOG OWNER:

 Name: _____
 Address: _____

 Email: _____
 Phone: _____

 Name: _____
 Address: _____

 Email: aussiesbyannie@gmail.com
 Phone: _____