

## Stud Dog Contract

This agreement (“**Agreement**”), dated as of \_\_\_\_\_, 2023 (the “**Effective Date**”), is between Elizabeth Aroh, 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:

- Date of Birth:
- Color:
- Registry Name (if applicable):
- Registration Number (if applicable):
- Permanent ID (if applicable):
- Health Clearances:

### Name of Stud Dog: **Celebrity’s Spruce it Up Earl of Curl**

- Date of Birth: 5/11/2021
- Color: Red
- Registry Name (if applicable): AKC/CKC
- Registration Number (if applicable):
- Microchip:
- Health Clearances: clear of all major diseases tested by Embark, 2 copies CDDY through linkage test, low ALT activity, normal OFA elbow prelims, Pennhip 0.32/0.39, normal OFA eyes

1. **Compensation.** Bitch Owner agrees to pay Stud Dog Owner a non-refundable stud service fee (“**Stud Fee**”) of \$850 for stud services performed by the Stud Dog the time of breeding (or prior to shipment of semen if semen will be collected and shipped). All payments due under this Agreement shall be made in US Dollars via payments Zelle, Cashapp, Paypal, Venmo, cash, check or money order.

### 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  AI or  transcervical insemination (TI)  surgical implantation
- with frozen semen via  transcervical insemination or  surgical implantation

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

b. **Semen Collections.** Stud Dog Owner agrees to provide up to 1 semen collections (up to 1 frozen semen collections) and shipments for non-local breedings and up to 2 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 guarantees two live puppies from the Breeding as long as the female underwent progesterone testing to determine her most fertile days, and if two live puppies do not result from the Breeding, Stud Dog Owner agrees to provide a 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

repeat breeding. If she does not get pregnant after two attempts, this contract terminates with no further obligation. **If the bitch did not undergo progesterone testing, pregnancy is not guaranteed and this contract will terminate after one breeding.**

- 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.

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 (i) a negative Brucellosis test within 60 days of the Breeding of doing a live breeding; (ii) documentation showing the Bitch is in good health, current on all vaccinations, and in season; and (iii) 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 or text), of the birth and number of puppies within a week of birth. Bitch owner agrees to send pictures of the puppies at birth, four weeks, and seven weeks of age and agrees that Stud Dog owner may use these pictures to verify and advertise stud service on their website and social media.
- 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 48 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. **Documentation** Stud Dog owner agrees to provide 3 generation pedigree or registration certificate, proof of vaccinations and brucellosis testing within the last year, and proof of health clearances if requested by the Bitch owner, and to sign litter registration forms in a timely manner.
  - 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. **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.
  6. **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 by a Good Dog mediator 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.
  7. **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 Texas without regard to the conflicts of laws provisions thereof.
  8. **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: \_\_\_\_\_

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