

Stud Dog Contract

This agreement ("Agreement"), dated as of _____, (the "Effective Date"), is between _____ Danielle Qualheim, 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 Stud Dog:

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

Name of Bitch:

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

1. **Compensation.** Bitch Owner agrees to pay Stud Dog Owner (a) a stud service fee ("Stud Fee") of \$ 3000 for stud services.
 - a. \$500 is due at the time of breeding
 - b. \$1000 at time of ultrasound confirming pregnancy,
 - c. and the remaining \$1500 by the time puppies are 2 weeks old.
 - d. All payments under this Agreement shall be made in US dollars and paid to Breeder via Cash, Check, venmo, paypal.
2. **Stud Fee Puppies.** If agreed upon at the time of this contract that stud owner would like a puppy back instead of a stud fee, Stud Dog Owner will be allowed the 2nd pick puppy after the Bitch Owner. The stud fee puppy must be selected within 8 weeks of the puppies being born and the Bitch Owner's kennel name must appear first on any registration paperwork for such stud fee puppy. In exchange for the stud fee puppy, Stud Dog Owner agrees to reduce the Stud Fee to \$ 0. Stud owner to pay for any and all shipping costs for stud fee puppy.
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 ☐ transcervical insemination (TI) ☐ surgical implantation
 - ☐ with frozen semen via ☐ transcervical insemination or ☐ surgical implantationThe 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 3 semen collections (up to _____ frozen semen collections) and shipments for non-local breedings and up to 3 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 3 live puppies from the Breeding and if 3 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. The same terms of this Agreement will apply to such repeat 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; 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.
- f. Raising Puppies Bitch owner agrees to raise puppies with some type of puppy raising protocol such as Puppy Culture or Avidog, and raise them in a clean, safe environment.

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 5 generation pedigree of the Bitch; (ii) a negative Brucellosis test within 7 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 Breeding. Notify Stud Dog Owner of any puppies that go on Full Registration, with the owners Name and contact information,
- 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 6 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.
- h. Raising puppies Will raise puppies with Puppy Culture or similar program, deworm and keep puppies well groomed and socialized. Bitch owner agrees to Register the litter with AKC, and place all non breeding/show prospects on spay neuter contracts.
- i. Show and breeding prospects. If there are show prospects, those puppies must be sold with a contract and that they are never to be bred to any Doodles, merle, puppy mills, mixes. Health testing must be complete before they are to be bred. Puppies must be placed in programs that do not Doodle, merle, puppy mills, or have poor breeding practices.
- j. Bitch Owner agrees to provide a list of the puppy homes with their contact information.

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 5 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) promptly notify Stud Dog Owner when and where the puppies are placed; (iii) to take back puppies and keep or rehome them if the owner(s) can no longer keep them for any reason; and (iv) 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 by sharing photos or posting that there are available puppies; (ii) if requested by Bitch Owner, to evaluate the puppies at an age between 7 and 8 weeks of age 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 replacement 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 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.
 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 [Oregon] 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:

STUD DOG OWNER:

Name: Danielle Qualheim
Address: 728 Riverside Dr Burns, Or 97720

Email: kvalistandardpoodles@gmail.com
Phone: 4358907522
Vet: Harney County Veterinary Clinic (541) 573-6450

Name: _____
Address: _____

Email: _____
Phone: _____
Vet: _____