

## FROZEN SEMEN STUD SERVICE CONTRACT

This is to certify that the Rottweiler bitch:

Registration: AKC \_\_\_\_\_ CKC \_\_\_\_\_ Date of Birth: \_\_\_\_\_

OFA (hip): \_\_\_\_\_ OFA (elbow): \_\_\_\_\_

OFA EYES: \_\_\_\_\_ OFA (cardiac): \_\_\_\_\_

Owned by (list all owners):

Address:

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Is scheduled for a surgical implant or TCI breeding through the use of frozen semen to :

**Am/Can. Ch. Von Marc's It's Bud Time, Am/Can. CDX, CGC**

**AKC #WP646686/01 CKC #1061635 Date of Birth: August 19, 1995**

**OFA (hips): RO-56121-Excellent CERF: RO-3627/1999-42**

**OFA (cardiac): RO-CA454/42M/C-T**

The following terms and conditions apply to the frozen semen breeding:

1. As a condition precedent to the breeding of the bitch, and prior to the semen being shipped, the bitch owner is required to provide to Von Marc the following:

- a) Copy of AKC or CKC registration.
- b) Copy of OFA clearances.
- c) Copy of CHIC
- d) Pedigree of bitch.
- e) Photograph of bitch.
- f) Negative brucellosis less than 30 days old (copies required).

2. Once the bitch comes into season, the bitch owner hereby agrees to keep the bitch confined and inaccessible to all other dogs from the start of her heat cycle until such time as the bitch is fully out of heat.

4. The stud fee for the mating is \$1500.00, payable prior to the shipping of the frozen semen, **OR:**

a) In lieu of a stud fee, Von Marc agrees to take "pick" puppy of the litter, free of charge. This "pick" puppy shall be Von Marc's pick at 7 to 8 weeks of age and shall have the Von Marc kennel name on the puppy. Von Marc shall name the puppy. Bitch owner agrees to sign over the Registration Application for the puppy when the puppy is picked up by Von Marc.

Agreed: \_\_\_\_\_

5. The bitch owner shall pay all veterinary and shipping costs associated with the cost of the frozen semen in addition to the stated stud fee and shall assume all responsibility for breeding procedures of the bitch. **No live puppy guarantee is given.**

6. Should the bitch owner elect to send the bitch to Von Marc and have them run the progesterone tests and have the surgical implant done by their reproduction vet (Dr. Cheryl Lopate in Wilsonville, OR), they agree to pay for all vet charges related to the surgical implant. If Von Marc transports the bitch for surgical implant, a \$300 fee shall be charged plus the costs (hotel, gas (\$.40 per mile) and meals) associated with the trip. It is a 7 hour (450 miles one-way) trip to Dr. Lopate which may or may not include one or two overnight stays depending on the scheduled visits at the vets.

7. The stud fee includes seven (7) days of board. The bitch needs to be transported to Von Marc no later than 3 days after the start of her cycle. After seven days, board will be charged to the bitch owner at a rate of \$25.00 per day. If for any reason breeding does not occur, a boarding fee of \$25.00 per day for the bitch's visit will be charged.

Bitch arrived: \_\_\_\_\_ Departed (billed per nights present at Von Marc): \_\_\_\_\_ Board charge: \_\_\_\_\_

8. All transportation costs, veterinary fees, or any other charges incurred while the bitch is in the care of Von Marc Rottweilers shall be the responsibility of the bitch owner. All reasonable care shall be exercised and provided for the bitch; however, Von Marc Rottweiler shall not assume any liability for the bitch during her stay.

9. It is agreed that Von Marc is not required to sign the AKC litter registration application unless all the conditions of this contract are met, and the stud fee is paid in full or they have received their puppy. It is also agreed that the signature(s) on this contract and the name(s) on the AKC litter registration will be the same name(s) as they appear on the AKC registration papers of the bitch.

10. The Buyer agrees that any puppies resulting from the breeding(s) of this bitch will have tails docked.

11. If for some unforeseen reason, the semen cannot be used for the bitch intended, the bitch owner shall immediately have the semen returned to the stud dog owner's facility at their cost. Von Marc agrees to immediately refund the full stud fee upon confirmation of receipt of the frozen semen back at their storage facility.

12. Buyer agrees to strictly adhere to the rules and regulations regarding health testing and breeding set forth by the current Mandatory Practices (those in place at the time of the breeding) of the American Rottweiler Club. The Mandatory Practices can be found on the American Rottweiler Club website ([www.amrottclub.org](http://www.amrottclub.org)).

13. Von Marc Rottweilers or its designee specifically reserves the right to observe the litter at 49 days to 58 days of age.

14. The bitch owner agrees to sell all pets, defined as any animal with a serious or disqualifying fault per AKC breed standard, on a spay/neuter contract and to only register the dog with an AKC or CKC **limited** registration, thus not entitling the dog to have any get registered by the AKC or CKC.

15. The bitch owners agree to furnish Von Marc Rottweilers with names, addresses, telephone numbers, and the purpose for which each puppy is sold (pet companion or show potential).

16. This Agreement is to be construed according to the laws of the State of Idaho. Any suit by either party against the other shall be brought in the District Courts in and for the State of Idaho and more particularly, in Kootenai County, Idaho. Bitch owner submits themselves to the jurisdiction of the Courts and laws of the State of Idaho and they specifically waive any claim of jurisdiction in any other Court or in a Court of any other Country. All litigation, one against the other, shall be brought in the State of Idaho.

17. It is agreed that should any legal action result from breach of this contract, the party so breaking the agreement shall bear all legal costs, attorney's fees and expert's fees incurred by the prevailing party. Further, regarding any breach or anticipated breach of this Agreement, Von Marc Rottweilers shall in addition to any other rights granted hereunder, have the right to seek an injunction from the court of competent jurisdiction to enforce the provisions of any paragraph herein.

18. Bitch owner agrees to release and hold harmless Von Marc for any and all liability, damages or injuries, caused either directly or indirectly by the bitch to any person, whether actual or legal, or to any property, whether real or personal while in Von Marc's possession. Furthermore, bitch owner assumes full liability for any damages or injuries, whether physical, mental, emotional or economic, caused by the bitch, to any person, whether actual or legal, or to any property, whether real or personal while the bitch is in Von Marc's possession. Bitch owner further agrees to indemnify or reimburse Von Marc as a result of any costs of expenses incurred by Von Marc as a result of any act of bitch owner causing liability, damages or injuries as set forth herein.

19. The laws of the State of Idaho, venue in Kootenai County, will govern all legal questions or disputes regarding this contract. Bitch owner expressly waives any and all objections to jurisdiction and venue. If any term, provision, condition or covenant of this agreement, for any reason, were held illegal, invalid, void or unenforceable, the remainder of this contract will be in full force and effect.

*I have read, understand and agree to abide by the terms contained in this contract. I understand that this document contains the entire agreement of the parties and shall be binding to the parties signing, as well as their heirs, successors and legal representatives.*

**REVIEWED, AGREED AND ACCEPTED**

Von Marc Rottweilers ~ by \_\_\_\_\_

Date: \_\_\_\_\_

Owner[s] of Bitch: \_\_\_\_\_  
print name(s)

Signature(s): \_\_\_\_\_

Date: \_\_\_\_\_