

Stud Dog Contract



Tanya Tresino
Birch Creek Rottweilers
1480 E. Fairview Meadows Ave.
Wasilla, AK 99654

Stud Service Contract For:

Stud:

M-BIS, M-RBIS, M-BISS, M-BOSS, M-Group Winning, GCHG Von Marc's Epic Ride v. Birch Creek, RA, FDC, DJ, CA, TKI, CGC

AKC# WS 47381904
Date of Birth: June 23, 2014
CHIC#: 125955
OFA Hips: RO-76475G32M-VPI
OFA Elbows: DJDI
CERF: RO-ACA326/41M-VPI (Ausc/ECG/ECHO)
JLPP: RO-LPP1095/32M-PI
Thyroid: RO-TH1036/43-VPI
Dentition: RO-DE1268/32M-VPI

Bitch:

AKC#
Date of Birth:
CHIC#:
OFA Hips:
OFA Elbows:
CERF:
JLPP:
Thyroid:
Dentition:

Stud dog owner guarantees that the stud dog is in good condition and is capable of impregnating the Bitch. Stud dog owner enters into this agreement with the intent to help the Bitch owner produce healthy puppies, which in both type and temperament, will be good representatives of the Rottweiler breed.



Bitch Qualifications:

1. Bitch must be registered by the American Kennel Club or Canadian Kennel Club, and be over 24 months old.
2. Bitch must be certified clear of Canine Hip Dysplasia and Cardiac disorders by the Orthopedic Foundation for Animals (OFA), or its foreign counterpart. Cardiac exam must be an ECHO. Bitch must have an elbow x-ray and CERF exam submitted and the results shared on the OFA website resulting in a CHIC number for the Bitch.
3. Bitch may have no disqualifying faults per the Breed Standard for the Rottweiler and all genetic and/or health problems that exist or have existed in the bitch must be disclosed to Stud Dog owner.
4. Bitch must have good temperament, as evidenced by conformation or working titles. If the Bitch is not titled in the way to make good temperament probable, bitch owner agrees to make Bitch available for examination by Stud Dog owner.
5. Bitch owner must provide Stud Dog owner with the bitch's three generation pedigree.
6. Photographs and/or video of the Bitch must be provided to the Stud Dog owner upon request. The photographs/video must include front, side and rear views of the Bitch.

Stud Fees / Expenses: \$2,000.00

1. Stud fee, \$2,000.00 shall be payable prior to the first mating, insemination, or semen being shipped. Payment will be by cash or certified check unless other arrangements are made beforehand between the Bitch owner and Stud Dog owner.
2. Bitch owner is responsible for any and all fees associated with breeding, including but not limited to veterinary services, shipping fees, ovulation timing or artificial insemination fees. In the case of artificial insemination wherein frozen or fresh semen is used, the owner of the Bitch shall pay all costs associated with such procedures in addition to the stated stud fee and shall assume all responsibility for the breeding of the Bitch. In this case, no guarantee is given other than that of the semen to be of the quality required to be used in such procedures. Bitch owner will give the repro vet or collection expert a credit card to pay for the collection, shipping, vet costs, or any breeding expenses before the fresh chilled semen will be shipped to the bitch owner.
3. Bitch owner will have a clear Brucellosis test done within 30 days prior to breeding taking place. This will be at the cost of the Bitch owner.
4. The Stud Dog owner guarantees that the Bitch whelp three live puppies. If the Bitch fails to whelp or whelps less than three live puppies, the owner of the Bitch must notify the Stud Dog owner within 7 days of the whelp date. In this case, the Stud Dog owner will provide one repeat stud service to this Bitch or an agreed upon Bitch owned, co-owned or leased by the same owner. The owner of the Bitch shall be responsible for all charges incurred with the collection and shipping of the semen for the repeat breeding.



In the case of a substitute Bitch, all requirements of the original contract must be met. In the case that the Bitch changes ownership, there is no obligation on the Stud Dog owner to provide a repeat service.

5. If, after the second mating/insemination, the Bitch again fails to whelp, the Stud Dog owner will offer services of Stud Dog once more; but only after the Bitch has undergone an examination by a reproductive veterinarian and has had ovulation timing and a cervical culture done with all results of said testing and method of treatment disclosed to the Stud Dog owner. The Bitch owner will be responsible for all charges relating to the collection and shipment of the semen.
6. The stud fee shall not be refunded, in whole or in part, for any reason, except as specifically provided for within this contract. If the stud fee is going to be a puppy in lieu of payment, then full stud fee will be paid up front and refunded in full once the puppy and registration application for said puppy has been turned over to the Stud dog owner. If a puppy is part of the service, the puppy will be chosen by 8 weeks of age. The Stud dog owner shall get at 2nd pick puppy. Bitch owner agrees to not sell or release any puppies until the Stud Dog owner chooses the puppy.
7. Bitch owner agrees to notify the Stud Dog owner the results of the breeding within 48 hours of the litter being born.

Puppy Placement:

1. Bitch owner agrees not to knowingly sell a puppy to a pet store, animal wholesaler, guard / attack business or broker via auction. No puppy may be sold either directly, or indirectly, to any party outside of North America without the express written consent of the Stud Dog owner.
2. Bitch owner agrees to sell all puppies on a written contract. Copy of this contract must be furnished to Stud Dog owner prior to first mating taking place. Furthermore, Bitch owner agrees to sell any puppy sold as a pet/companion, or with disqualifying fault on an AKC limited registration. For Bitch owners residing in Canada, pups must be sold on “non-breeding” contracts, which can be lifted once puppies grow into dogs worthy of breeding.
3. Bitch owner agrees to assume responsibility for any resultant pups for their lifetimes and agrees to accept any puppy that is returned. Bitch owner further agrees to notify Stud Dog owner of any puppy, which results from this breeding that cannot be kept by its original owner. In such cases, Stud Dog owner is entitled to the “first right of refusal” in the case that the Bitch owner cannot keep the puppy.



4. Bitch owner agrees to provide the name, address and phone number of each puppy purchaser within 30 days of transfer of ownership and agrees to provide each purchaser with the name, address and phone number of Stud Dog owner.

Stud Dog owner reserves the right to refuse service to anyone for any reason. All fees are payable in U.S. funds. Furthermore, Stud Dog owner reserves the right to refuse to breed to any bitch that is aggressive to any person while attempting to breed naturally or artificially. In this case, full stud fee, less \$200 for expenses, will be refunded.

In breeding animals, there is always a risk that one may be injured during the process. Bitch owner agrees to hold Stud Dog harmless from any liability or damage. In addition, the Bitch owner understands that the Stud Dog owner accepts no liability for the actions of the Bitch while in their care, including but not limited to personal injury or property damage.

It is specifically agreed that Stud Dog owner is not required to sign the application for registration of a resulting litter until such time as all expenses and stud fees are paid and all conditions of this contract are executed.

Any further agreement between the parties is set forth below:

- Stud Dog owner will incur Brucellosis testing costs of Stud Dog.

This contract contains the entire agreement of the parties and shall be construed and enforced in accordance with the laws of Alaska. Both parties agree that there are no other agreements other than those set forth in this document. Any legal action filed by either party in an effort to enforce this contract, will be filed in Alaska. If any legal action occurs, the prevailing party will be entitled to recover reasonable costs and attorney's fees.

The parties acknowledge that they have read and understand the terms and conditions of this Stud Service Contract, consisting of four pages, and have voluntarily entered into and executed this agreement.

Stud Dog Owner Signature

Date

Bitch Owner Signature

Date