

## STUD SERVICE AGREEMENT

This **Stud Service Agreement** ("Agreement") is between William Ward ("Stud Dog Owner") and the following Bitch Owner(s):

**Bitch Owner** (list all co-owners) \_\_\_\_\_

Owner's Address \_\_\_\_\_

Owner's Telephone:  
(home) \_\_\_\_\_ (work) \_\_\_\_\_ (cell) \_\_\_\_\_

Owner's Email Address \_\_\_\_\_

### Description of Bitch ("Bitch")

Registered Name \_\_\_\_\_ Call Name \_\_\_\_\_

Date of Birth \_\_\_\_\_ AKC Registration# \_\_\_\_\_

Note: Any bitch born after 1/1/2008 must provide a valid CHIC # \_\_\_\_\_

Health Clearances \_\_\_\_\_

Serious/Disqualifying Faults \_\_\_\_\_

Sire \_\_\_\_\_

Dam \_\_\_\_\_

### Description of Stud Dog ("Dog")

Registered Name CH Chancellor's Grand Slam Sam Call Name Sam

Date of Birth September 28, 2005 AKC Registration# WS15049503

Health Clearances Hips-OFA RO-68494G24M-PI (Good); Elbows - OFA RO-EL6362M24-PI (Normal); Heart - OFA RO-CA3006/22M/C-PI (Normal); Eyes - CERF RO-6146 (07) - 8/18/2007 - (Normal); DNA - OFA RO-DNA-17/S; CHIC - 43149

Serious/Disqualifying Faults None

Sire SELECT CH Baar's Devil'N Disgiz V Blackrock WP93566915

Dam CH Chancellor's Echo of Fame WR06929512

Stud Dog Owner offers for stud and Bitch Owner(s) agrees to use for stud the above described Dog to provide Stud Service to the above described Bitch (the "Breeding") subject to the terms and conditions contained in this Stud Service Agreement. The Breeding includes any natural breeding or artificial insemination ("AI") of the Bitch using the Dog's semen.

### **Stud Fee; Other Costs**

The Stud Fee for this Stud Service is \$\_\_\_\_\_ payable in full in cash or cashier's check at or prior to any mating of this Dog to this Bitch. If the Breeding is to be by AI, payment in full must be made prior to transfer or shipment of semen. A tie or any AI using the Dog's semen (including collection of Stud Dog's semen for this Breeding even if the AI does not actually take place) shall constitute delivery of Stud Service and, therefore, the Stud Fee will be deemed earned and non-refundable, unless such refund is specifically provided for in this Agreement. In addition to the Stud Fee, all costs for this Breeding are payable by Bitch Owner(s).

Out-Of-Pocket Costs - Bitch Owner(s) agrees to reimburse Stud Dog Owner for any out-of-pocket costs incurred including but not limited to veterinary services, artificial insemination services (including administration, collection, packaging and shipping), boarding, shipping and transportation costs, medical tests and property damage caused by Bitch.

Boarding of Bitch -The Fee includes seven (7) days of boarding for the Bitch at Stud Dog Owner's residence. After seven days, Bitch Owner(s) shall pay Stud Dog Owner a daily boarding charge of \$10 per day. The Bitch Owner(s) must provide the food used for the Bitch's diet. If Bitch cannot be satisfactorily boarded at Stud Dog Owner's residence, determination of which will be made at the sole discretion of Stud Dog Owner, Bitch Owner(s) shall reimburse Stud Dog Owner for all boarding costs incurred, from the first day of such boarding outside of Stud Dog Owner's residence, at a commercial kennel of Stud Dog Owner's choosing.

Transportation Costs – All costs of transporting the Bitch to Stud Dog Owner's location, or the Dog to the Bitch's location, shall be paid by Bitch Owner(s). If the Bitch is shipped to an airport or other facility near Stud Dog Owner's location and Stud Dog Owner is required to provide local transportation for Bitch, Bitch Owner(s) shall reimburse Stud Dog Owner for out-of-pocket costs incurred.

Artificial Insemination – All costs associated with artificial insemination ("AI") shall be paid by the Bitch Owner(s) including any AI done as a supplement to a natural breeding.

### **Health Disclosures**

Stud Dog Owner warrants that the Dog is in good health at the time of breeding to the Bitch and/or at the time of collection of semen. Stud Dog Owner has no knowledge of genetic or health problems of the Dog, nor has the Dog undergone any major medical procedures, other than those disclosed herein or implicit in the Dog's health clearances disclosed above.

Bitch Owner(s) warrants that the Bitch is in good health at the time of breeding. Bitch Owner(s) has no knowledge of genetic or health problems of the Bitch, nor has the Bitch undergone any major medical procedures, other than those disclosed herein or implicit in the Bitch's health clearances disclosed above.

The AKC Rottweiler Breed Standard (“Standard”) (<http://www.akc.org/breeds/rottweiler/>) describes Serious faults and Disqualifying faults for Rottweilers (“Faults”). Stud Dog Owner warrants that the Dog has no Faults other than those disclosed above. Bitch Owner(s) warrants that the Bitch has no Faults other than those disclosed above.

### **Obligations of Bitch Owner(s)**

Information About the Bitch – The Bitch Owner(s) represents that the Bitch is an excellent example of the Rottweiler breed as defined by the Standard, that she has no undisclosed departures from that Standard, that she has a good and stable temperament and that this Breeding will not result in the Bitch being bred for more than two consecutive seasons. The Bitch Owner(s) agrees to provide to the Stud Dog Owner:

1. A complete and accurate three (or more) generation pedigree of the Bitch.
2. Upon request of Stud Dog Owner, copies of all original certificates representing the Health Clearances noted above, the Bitch’s AKC registration documents and any documents representing the Bitch’s titles and awards.
3. Recent photographs, or videos, of the Bitch sufficient to allow Stud Dog Owner to evaluate the Bitch.
4. Any other documents or information reasonably requested by Stud Dog Owner to determine qualification of the Bitch for breeding with the Dog.

Bitch’s Current Health – The Dog is only available for breeding if the Bitch is healthy at the time of the mating. The Bitch Owner(s) agrees to provide to the Stud Dog Owner:

1. Documentation from a veterinarian demonstrating that the Bitch is current on all immunizations, is free of heartworm and has a current Rabies certificate.
2. Certification that the Bitch tests negative for canine brucellosis from an examination completed no earlier than 15 days prior to the contemplated mating date.
3. Clear Vaginal/uterine culture done after the start of the heat cycle for the Breeding.

Isolation of the Bitch – The Bitch Owner(s) 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 the heat cycle intended for the breeding.

Artificial Insemination; Costs; Return of Semen – Bitch Owner(s) may, for any reason, elect to use Artificial Insemination to undertake the Breeding. If the Stud Dog Owner provides fresh or frozen semen for the Breeding, all costs, including collection, processing, packaging and transportation of semen, shall be paid by Bitch Owner(s). Any semen of the Stud Dog provided by the Stud Dog Owner that is not used for this Breeding must be promptly returned in usable condition to Stud Dog Owner, at the Bitch Owners’ expense. If Bitch Owner(s) (or their agent) collects semen from Stud Dog for the Breeding, all semen not used for this Breeding must be returned promptly, in usable condition, to Stud Dog Owner. Semen from the Stud Dog may only be used to impregnate the Bitch and may not be used to breed any other bitch.

AKC Registration of Puppies – If this Breeding results in live puppies (“Puppy” or “Puppies”), the Bitch Owner(s) agrees to register the litter with the American Kennel Club (“AKC”). The Bitch Owner(s) further agrees to require a signed, written contract for all sales of Puppies and to require any buyers of the Puppies to register them with AKC. If any of the Puppies has one or more disqualifying faults according to the Standard (a “Pet”), the Bitch Owner(s) agrees to sell that animal as a pet and to require that the animal be sterilized at an appropriate age and be contractually prohibited from ever breeding. Further any Pet can only be registered with an AKC Limited Registration, a condition of which is that the animal’s offspring will never be eligible for AKC registration. All signers required to execute AKC registration papers on behalf the owners of this litter must also be signers of, and parties to, this Agreement.

Inspection of Puppies – The Bitch Owner(s) agrees to allow the Stud Dog Owner (and his designated representatives) to personally observe the litter at any reasonable time after the Puppies are 5 weeks old until such time as their possession is transferred to any puppy buyers.

If the Stud Fee includes a Pick Puppy for the Stud Dog Owner, the Bitch Owner(s) may not sell or dispose of any Puppies until the Stud Dog Owner has made his choice among the Puppies, or declared that he does not intend to select a puppy from this litter. To facilitate selection of a Pick Puppy, Bitch Owner(s) agrees to provide pictures and/or videos of the Puppies at least weekly during their first 6 weeks of life and to allow Stud Dog Owner and his representatives to inspect and evaluate the Puppies and to disclose the results of any puppy testing or evaluations to Stud Dog Owner.

Placement of Puppies – Bitch Owner(s) agrees to notify Stud Dog Owner within 3 days of the birth of any Puppies. The Bitch Owner(s) agrees that any Puppies resulting from this Breeding will only be sold to responsible persons and will not knowingly be sold to anyone or any entity who engages in any activity which might exploit the breed. When the Puppies are sold, Bitch Owner agrees to provide the following information to the Stud Dog Owner:

1. Within two weeks of the transfer of ownership or possession of any Puppy, the name and contact information for the party in possession of the Puppy.
2. For the life of any Puppies, to advise the Stud Dog Owner of any major health matters afflicting any puppy from this Breeding of which the Bitch Owner(s) is aware.
3. To provide pictures of the Puppies if such pictures are available.

Indemnification by Bitch Owner(s) – The Bitch Owner(s) agrees to release and hold harmless the Stud Dog Owner 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. Furthermore, Bitch Owner(s) 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 custody of the Stud Dog Owner. Bitch Owner(s) agrees to indemnify or reimburse the Stud Dog Owner as a result of any direct or indirect costs or expenses incurred by the Stud Dog Owner as a result of any act of Bitch Owner(s) or the Bitch causing liability, damages or injuries as set forth herein. The Bitch Owner further agrees to hold the Stud Dog Owner harmless for any ill health, injury or death sustained by the Bitch as a result of the Breeding or while the Bitch is in the custody of the Stud Dog Owner.

## **Obligations of Stud Dog Owner**

Isolation of the Bitch – While in his custody, Stud Dog Owner agrees to keep the Bitch confined and inaccessible to all dogs other than the Dog.

Pregnancy Guaranty – Stud Dog Owner guarantees that the Dog is in good health and is capable of impregnating the Bitch. If after the initial breeding the Bitch fails to whelp at least two live puppies Stud Dog Owner agrees to make the Dog available for one repeat breeding for no additional Stud Fee. In the event of such repeat breeding, if for any reason the Dog, or his semen, is unavailable for the repeat breeding, the Bitch Owner(s) is entitled to a refund of one-half of the original Stud Fee as a sole remedy. Unless otherwise agreed, the repeat breeding must take place within one year of the original breeding. All costs of the repeat breeding are payable by the Bitch Owner(s) including reimbursement of out-of-pocket costs incurred by the Stud Dog Owner. All terms, conditions and obligations of Bitch Owner(s) contained in this Agreement that are applicable to the original Breeding also apply to any second breeding, including the requirement for current and timely health clearances for the Bitch. If ownership of the Bitch has changed since the original Breeding the Stud Dog Owner has no obligation to provide a second breeding and all fees collected will be deemed earned by the Stud Dog Owner. If the Bitch fails to get pregnant or fails to whelp at least two live puppies from the repeat breeding, the Stud Dog Owner has no further obligation to offer stud services under this Agreement. To qualify for a repeat breeding under this Agreement, Bitch Owner must notify Stud Dog Owner that the original Breeding did not result in at least two live puppies no later than 65 days after the date of the original mating and all amounts owed by the Bitch Owner(s) to the Stud Dog Owner for the original Breeding must have been paid in full.

Reasonable Care – If the Bitch is left in the care of the Stud Dog Owner, reasonable care will be taken to protect the welfare of the Bitch. However, the Stud Dog Owner does not assume any liability for the Bitch or for actions of the Bitch while in his care.

AKC Registration – The Stud Dog Owner will execute the documents required to register this litter with AKC only after receipt of proper evidence of the whelping of the litter. However, the Stud Dog Owner shall not, nor shall he be required to, execute such documents unless and until all obligations of the Bitch Owner(s) under this Agreement are satisfied including payment of all amounts owed the Stud Dog Owner under the terms of this Agreement.

## **Termination Prior to Mating**

At the time she is presented for breeding, the Stud Dog Owner will make a final determination whether the Bitch is suitable. If the Stud Dog Owner, in his sole discretion, determines that the Bitch's temperament, health or compliance with the Standard are not acceptable the Stud Dog Owner may refuse to proceed with the breeding and terminate this agreement. In such case, any pre-paid Stud Fee, less any costs incurred for this Breeding by the Stud Dog Owner or any other amounts owned to Stud Dog Owner by Bitch Owner(s), will be refunded to Bitch Owner(s).

The health and safety of the Dog and Bitch are paramount. If at the time of the Breeding the Stud Dog Owner, for any reason, determines not to proceed with a natural breeding, the Breeding may continue, with the Bitch Owner(s) consent, using artificial insemination. In such case, the Stud Dog Owner will endeavor to provide semen from the Stud Dog, either fresh, chilled or frozen, in a timely manner. If the Breeding is undertaken using artificial insemination all costs of such procedure(s) will be borne by the Bitch Owner(s). Otherwise this Agreement will terminate and any pre-paid Stud Fee,

less any costs incurred for this Breeding by the Stud Dog Owner or any other amounts owned to Stud Dog Owner by Bitch Owner(s), will be refunded to Bitch Owner(s).

This Stud Services Agreement constitutes the entire understanding between the parties regarding the provision of stud services by the Dog. Any amendments to this Agreement must be in writing and attached hereto.

It is agreed that should any legal action result from enforcement of this contract, the prevailing party shall be entitled to reimbursement by the other party of all costs incurred including attorney's fees.

This agreement shall be governed by the laws of the State of California and the venue for resolution of any disputes or legal questions that arise hereunder shall be the County of Marin, or other location where the Stud Dog Owner is then resident. Bitch Owner(s) expressly waives any and all objections to jurisdiction and venue.

IN WITNESS WHEREOF, the parties acknowledge that they have read and understand the terms and conditions of, and have voluntarily entered into and executed, this Stud Service Agreement.

**Bitch Owner** \_\_\_\_\_ Date \_\_\_\_\_  
(signature)

Print Name \_\_\_\_\_

**Bitch Owner** \_\_\_\_\_ Date \_\_\_\_\_  
(signature)

Print Name \_\_\_\_\_

**Bitch Owner** \_\_\_\_\_ Date \_\_\_\_\_  
(signature)

Print Name \_\_\_\_\_

**Stud Dog Owner** \_\_\_\_\_ Date \_\_\_\_\_

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