

STRUTTING GROUSE BIRD DOGS

Remarkable American Brittanys



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Stud Dog Service Contract

THIS IS A LEGAL AND BINDING CONTRACT. PLEASE READ CAREFULLY

THIS AGREEMENT made the _____ day of _____, 20____ by and between the following parties: Strutling Grouse Bird Dogs (stud dog owner), hereafter referred to as "Seller," and _____ (dam dog owner), hereafter referred to as "Buyer."

UPON PAYMENT of the sum of \$_____ paid by Buyer to Seller (the "Purchase Price"), receipt of which is hereby acknowledged, Seller grants, sells, conveys to Buyer the stud dog service:

Breed: _____

Color/Markings of Dam: _____

Sire: _____

Dam: _____

The parties accept and agree to be bound by the attached Terms and Conditions governing the purchase of the stud service. Upon the successful whelping of the litter and finalization of paperwork, Section 10 will be signed by Buyer acknowledging the completion of this agreement.

I understand and agree to all Terms and Conditions.

Buyer's Signature: /S/ _____ Date: _____

Buyer's Name (please print): _____

Buyer's Address: _____

Buyer's E-mail: _____ Buyer's phone: _____

Seller's Signature: /S/ _____ Date: _____

TERMS AND CONDITIONS

1. STUD FEE (check one):

- a. To be paid up front before breeding
- b. Fee up front, with balance to be paid upon litter whelping
- c. First pick of puppy, either male or female, to be determined by Stud Dog Owner

a. The fee for this service is \$_____ due in full prior to breeding.

b. The fee for this service is \$_____, with the amount of \$_____ to be paid prior to breeding (pre-breeding fee), with the balance of _____ due within seven (7) days of whelping.

If applicable, litter registration papers will not be signed unless stud fee and any associated veterinary or other agreed upon expenses are paid in full.

c. Stud Dog Owner reserves the right to take a puppy in lieu of a stud fee. Stud Dog Owner will choose said puppy at 7 weeks of age, before any puppies from said litter have left the dam owner's residence (i.e. pick of the litter), after examination of litter by Stud Dog Owner or his/her representative.

2. DEFINITION OF "LITTER"

A litter, for the purposes of this contract, is defined as a minimum of 2 puppies born alive.

If breeding does not take, the pre-breeding fee is forfeited for Seller's time and expenses and this contract is null and void.

If other arrangements have not been made with the Stud Dog Owner and the Dam is not bred on her next season, or is bred to another Stud Dog on her next season, the pre-breeding fee is forfeited for Seller's time and expenses and this contract is null and void.

If litter results in only one puppy, and the Dam Owner does not wish to repeat the breeding, a flat rate of \$250 will be considered payment for a one puppy litter and this contract is fulfilled.

The balance of stud fee must be paid in full before the Dam is returned to the Dam Owner after a repeat breeding.

3. STUD DOG OWNER AGREES TO:

- a) Provide a safe environment for breeding to take place;
- b) Provide a four-generation American Kennel Club (AKC) pedigree of the above-named Stud Dog;
- c) Provide copies of any OFA or other clearances or testing results that have been performed on the Stud Dog;
- d) Take proper care of the Dam while in Stud Dog Owner's charge;

- e) Sign litter registration promptly upon payment in full of stud fee and any other outstanding balance related to this breeding.

4. DAM OWNER AGREES TO:

- a) Pay the agreed stud service fee and/or deposits before the Dam is serviced;
- b) Pay the balance of the stud fee upon whelping of the litter resulting from this breeding;
- c) **Register all puppies as "Limited Registration" on AKC papers;**
- d) Provide a three-generation pedigree of the Dam to be bred, *if applicable*;
- e) Provide a copy of the AKC registration certificate with full status listed, *if applicable*;
- f) Send the Dam in good health, free of parasites or infections, and in season; Dam Owner shall be liable for any loss of Stud Dog's future services due to Dam Owner's concealment of health problems;
- g) Notify Stud Dog Owner in writing, no later than 70 days after breeding, if no pregnancy results from the mating. Failure to do so will result in no return service being provided;
- h) Keep the Dam properly confined following breeding to ensure no other dog could mate her accidentally before her season is complete;
- i) Agrees to not knowingly sell or transfer puppies resulting from this breeding to any person or firm connected with the business of resale or wholesale of dogs.
- j) Pay any and all veterinary and financial arrangements, including, but not limited to traveling expenses, emergency veterinary care related to this breeding, etc.

5. OTHER AGREEMENTS

Breeding will take place at Seller's Kennel in Grantsville, Utah. The cost of shipping Dam to and from Stud dog is that of the Dam Owner. Stud Dog Owner does not charge a boarding fee or pick-up and delivery charge unless Dam must stay for a longer period of time than what is usually necessary (3 - 6 days). Dam Owner is responsible for the cost of Dam's food, supplements and medication while in the care of the Stud Dog Owner. Dam will be treated like one of the Stud Dog Owner's own animals when in the care of the Stud Dog Owner. Dam will be kept inside Stud Dog Owner's home or six foot tall fenced kennel during her stay. She will be exercised, played with and pampered. Stud Dog Owner will make his/her greatest effort to make sure this Dam will feel comfortable during her stay. Dam will be bred two to three times depending on what the Stud Dog Owner's veterinarian feels is best to cover the entire breeding cycle. We will make every effort to cover the entire breeding cycle of the Dam. If desired and for an additional fee, a breeding that takes place at the Dam Owner's residence may be arranged.

No puppies resulting from the breeding may be sold to brokers, pet shops or puppy mills. Should this part of the contract be ignored Stud Dog Owner will pursue this clause in a court of law. Further, Stud Dog Owner requires that no puppies sired by this Stud Dog are sold outside the United States unless expressed permission is given in writing by Stud Dog Owner.

If desired, Dam Owner is responsible for all testing done to the Dam prior to and during breeding to assure the proper timing of said breeding.

If Stud Dog is able to perform naturally and for some reason the Dam Owner asks for artificial insemination (AI) or the Dam cannot be bred naturally, Dam Owner is responsible for cost of said process. If Dam Owner is not willing to pay for progesterone testing, smears or AI's this should be stated ahead of time and included in the contract initialed by both parties. If this is the case we will try our best to breed the dogs at the proper time but if no puppies result the deposit is forfeited and no repeat breeding is offered.

If desired, Chilled Extended or Frozen Semen:

If Dam Owner elects to have fresh chilled or frozen semen shipped to the Dam, the entire cost is that of the Dam Owner. This fee is in addition to the Stud Fee. Litter papers will not be signed until the remainder of the Stud Fee and the entire cost of the Chilled/Frozen semen expenses are paid in full.

If breeding does not take, Dam Owner is still responsible for the cost of the Chilled/Frozen semen expenses. Further, if semen was drawn and arrived in good shape and Dam Owner does not wish to repeat the breeding the original deposit will serve as the fee for the original breeding plus any out of pocket expenses Stud Dog Owner has acquired, and this contract will be null and void. Should Dam Owner choose to do a second breeding - the remainder of the Stud Fee is due up front.

5a. ADDITIONAL AGREEMENTS

Stud Dog Owner understands that most breeders sell puppies with a first right of refusal clause. Stud Dog Owner would appreciate being informed of puppies that are returned for any reason. An effort will be made on the Stud Dog Owner's part to help Dam Owner find a new home for said puppy. Stud Dog Owner wishes Dam Owner to understand that he/she takes the breeding of said Stud Dog very seriously and will be very interested in the puppies resulting from this litter for their entire lifetime. Stud owners may agree to accept returned puppies if the Dam Owner is unable to at that time.

By this Contract it is specifically agreed that the Stud Dog Owner is not obligated to sign the application for Litter Registration until, and unless, the Stud Fee and any other related financial arrangements have been paid in full, or, in the case of a puppy-back agreement (in lieu of Stud Fee), the Stud Dog Owner has taken possession of the puppy as previously agreed.

6. INDEMNITY AND RELEASE

If any action or failure to act on the part of Buyer shall result in any claim, suit, loss, damage, injury, death, or liability, Buyer agrees to defend, indemnify, and hold Seller harmless and to pay all of Seller's costs and expenses, including reasonable legal fees, any amount paid in settlement and any award or judgment with respect thereto. Buyer releases Seller from any and all liability, costs or damages caused by the Dog after placement with Seller, including but not limited to damage to or destruction of property, and injury to any person.

7. LIMITATION OF ACTION

Any action or claim brought by Buyer against Seller for breach of this Agreement or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.

8. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Utah.

9. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the parties. Seller and Buyer have made no other agreements, promises, representations or warranties, express or implied, unless specifically stated in this Agreement.

I understand the above written Contract and agree to abide by all sections both typed and written. Both parties agree to all of the above agreements and terms.

10. I acknowledge that a successful litter resulted and this agreement is now complete.

Date: _____ Signature of Buyer: /S/ _____

ADDENDUM:

