

Contract for Stud Services

This agreement is made and entered into this ____ day of _____ 20__, between Carla L. Simon, of Hunter's Heart Brittanys Reg'd, hereinafter called the "Stud Owner", and _____, hereinafter called the "Bitch Owner". These terms and conditions are entered into and agreed upon by both Stud Owner and the Bitch Owner, who acknowledge the moral and legal worth of this contract. This contract governs the breeding of the following Brittany Spaniels:

Stud Dog Information

Registered Name: CH HuntersHeart RedDevil Fantome FDJ CGN AN SGDC SDS-SP TOG AN AE SI MC MV
Call name: Boo
Date of birth: Nov. 6, 2009
Registration: CKC WW31371, AKC # SR61032302
Microchip Number: 9560 0000 2077359
OFA Hips Good, CERF 2013
Sire: National Specialty Winner BISS Can/Mex/Int'l CH ATCHC Huntersheart Big Chief FDJ CDX RE CGC VMSCDC TNE OCC OJC TGN O-NAC GSN RSN AGI AGNJ, CKC# JL612894
Dam: CH Reddevil's Fire Without Flame CD, CKC #NC859195, OFA Hips Good #BS-12733G29F-PI, CERF 2009

Bitch Information

Registered Name: _____
Call name: _____
Date of birth: _____, 20__
Registration: CKC/AKC # _____
OFA #: _____
Sire: _____ CKC/AKC # _____ OFA # _____
Dam: _____ CKC/AKC # _____ OFA # _____

No other Brittany Spaniels may be substituted without prior express written consent of all parties.

Breeding

The 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.

The Bitch Owner will deliver the bitch to the Stud Owner for breeding at a mutually agreed upon time. When the female is receptive, the Stud Owner will attempt and assist one daily breeding for 3 days. The Stud Owner will not charge boarding fees for a stay up to 7 days. Longer stays may be negotiated in writing by both parties as necessary.

In breeding animals, there is always a risk that one may be injured during the process. The Bitch Owner agrees to hold the stud dog harmless from any liability or damage. In addition, the Bitch Owner understands that the Stud Owner accepts no liability for the actions of this Bitch while in their care, including but not limited to personal injury or property damage. Should the bitch fall ill during her stay, the Bitch Owner will be responsible for all related medical expenses.

Stud Service Pricing and Payment Schedule

The stud fee is either \$1500 CAD or sole and unlimited ownership of the second pick of the litter, without any breeding restrictions, entirely at the discretion of the Stud Owner.

The Bitch Owner will pay a non-refundable deposit of \$500 at the time the bitch is delivered to the premises of the Stud Owner, for the breeding. The remainder of the fee is due when the puppies reach 8 weeks of age.

If the Stud owner opts to receive payment in the form of cash, they will advise the Bitch Owner in writing and the cash sale price of \$1500 may be substituted for ownership of the second pick puppy. It is specifically agreed that Stud 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.

If the Stud owner opts to receive payment in the form of a puppy, they will refund the deposit paid at the time of service. Choice of the second pick pup is at the sole discretion of the Stud Owner and will be chosen at 7-8 weeks of age, with the assistance of the Bitch Owner. All puppies must be present for the selection. After the Bitch Owner chooses pick puppy, the stud owner will pick second pick puppy. The stud owner will pay for any transportation/ shipping costs to pick up the second pick puppy. The puppy's CKC registered name for this second pick puppy will begin with "Huntersheart" followed by a call name chosen by the Stud Owner.

Whelping

The Stud Owner guarantees that the Bitch whelp at least 3 live puppies. If the Bitch fails to whelp or whelps less than 3 live puppies, the Bitch Owner must notify the Stud Owner within 7 days of the expected whelp date. In these cases, the Stud Owner will provide one repeat stud service to this Bitch, or an agreed upon Bitch owned by the same owner, mutually agreed in writing. 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 of the part of the Stud Owner to provide a repeat service at the premises of the Stud Owner.

If, after the second mating/insemination, the Bitch again fails to whelp at least 3 live puppies, the Stud Owner will offer services of Stud Dog once more at the premises of the stud owner, only after the Bitch has undergone examination by a reproductive veterinarian and has had ovulation timing. Any attempt to mate/inseminate after the second unsuccessful mating or insemination, will be at no expense to the Stud Dog owner. In this case, Bitch Owner will also incur all breeding and transportation expenses, including but not limited to, semen collection.

Puppies

The Bitch Owner will find suitable homes for all pups, negotiate sales, registration and transportation, and, pay all related registration and medical expenses, as well as the care and keeping of the litter, including feeding, board, advertising, etc. The Bitch Owner agrees not to knowingly sell a puppy to a pet store, animal wholesaler or broker.



The Bitch Owner will inform the Stud Owner within 6 months of the date of birth with the following information for all puppies in the litter: health certificates, sex, name, color/markings, registration numbers, microchip/tattoo, owner's information. The Bitch Owner also agrees to produce each purchaser with the name, address, email, website and phone number of the Stud Owner.

If any genetic testing is done on the Bitch, including OFA, PennHIP or CERF examinations, Bitch Owner agrees to provide stud owner with copies of the results.

This contract is legal and binding in all provinces of Canada and all states of the USA. This contract contains the entire agreement of the parties and shall be construed and enforced in accordance with applicable laws. Both parties stipulate 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 the province or state where the Stud Owner resides at the time of legal action. If any legal action occurs, the prevailing party will be entitled to recover reasonable costs and attorney's fees. Each party acknowledges that they have read and understand the terms and conditions of this Contract for Stud Services and have voluntarily entered into and executed this agreement.

* Please sign here and initial all pages of this contract in the space provided.

Bitch Owner: _____ Date: _____, 20__

Witness: _____ Date: _____, 20__

Stud Owner: _____ Date: _____, 20__