



Stud Dog Contract 2023

This agreement, dated as of _____, is between Jordan Beck of Southern Water Dogs, the stud owner, and _____, the dam owner. The subject of this Agreement is the breeding of the dam and stud dog listed below.

Name of Dam:	Name of Stud Dog: Moshe
Date of Birth:	Date of Birth: 2/11/2020
Color:	Color: Golden
Registry Name:	Registry Name: MOSHE ET NE'EER AHZE'HAV SHEL EMUNAH
Registration Number:	Registration Number: SS16925304 (AKC)
Health Clearances:	Health Clearances: Degenerative Myelopathy (DM; SOD1A)- Negative PRA, Rod-Cone Degeneration (PRA-prcd)- Negative PRA, Golden Retriever 2- Negative PRA, Golden Retriever 1- Negative



	<p>Ichthyosis, Golden Retriever Type 1- Negative</p> <p>Neuronal Ceroid Lipofuscinosis 5 (NCL5), Golden Retriever Type- Negative</p> <p>Hip Dysplasia Finals (OFA, PennHIP, BVA, SV, FCI)- Clear</p> <p>Eye Certification (CAER, registered with OFA)- Clear</p> <p>Elbow Dysplasia Finals (OFA, BVA, SV, FCI)- Clear</p> <p>Cardiac Evaluation (registered with OFA)- Clear</p>
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1. Compensation. Dam Owner agrees to pay Stud Dog Owner a non-refundable stud service fee of **\$1,500** for stud services performed by the Stud Dog. All payments due under this Agreement shall be made in US Dollars via payments through **Cash or Venmo**. Payment is due (in full) at time of pickup after breeding has occurred. Stud owner will provide proof of breeding via photograph(s).

2. Stud Fee Puppies. Stud Dog Owner has a right to **0 (Zero)** pupp(y)(ies), which may be selected by [Stud Dog Owner] and will be the **(None)** pick after the Dam Owner. The stud fee puppy must be selected within **(None)** weeks of the puppies being born [and the Dam Owner's kennel name must appear first on any registration paperwork for such stud fee puppy].



3. Breeding & Litter

a. Breeding. This breeding will be:

- a natural breeding
- fresh semen via artificial insemination (aka side by side artificial insemination (AI))
- with fresh, chilled semen via AI or transcervical insemination (TI)
- surgical implantation
- with frozen semen via transcervical insemination or surgical implantation

* The parties agree that any AI or TI must be performed by a licensed veterinarian or breeder.

b. Semen Collections. Stud Dog Owner agrees to provide up to _____ semen collections (up to _____ frozen semen collections) and shipments for non-local breedings and up to _____ natural breedings or side-by-side AIs for local breedings. Bitch Owner shall be responsible for all expenses associated with collecting and shipping such semen.

c. Repeat Breedings. Stud Dog Owner [does not guarantee any puppies will result from the Breeding; provided that if no puppies result from the Breeding,] [guarantees **at least one (1)** live puppies from the Breeding and if **at least one (1)** live pupp(y)(ies) do not result from the Breeding,] Stud Dog Owner agrees to provide **one** repeat breeding to the same Dam to the same Stud Dog on the Dam's next heat cycle.

d. Breeding Expenses. Dam Owner agrees to pay all expenses incurred for the purpose of the Breeding at the time in which they are incurred, including, but not limited to, transportation of the Dam, all veterinary costs, artificial insemination costs, semen collection (fresh, chilled, or frozen), and shipping of the same, as applicable; provided that the Stud Dog Owner shall pay for collection/AI in the case of a natural breeding where the Stud Dog cannot breed the Dam.



e. Vaccinations and Exams. Dam Owner agrees to accept full responsibility to ensure that all offspring resulting from the Breeding be treated for parasites and receive vaccines.

4. Dam Owner Obligations. Dam Owner represents, warrants and agrees as follows:

a. Dam. The Dam is healthy, of sound and stable temperament, is of breeding quality, disease and parasite-free and will be groomed and bathed before she is shipped or brought to be bred (if applicable). The Dam has not recently been exposed to any stud dog prior to the Breeding.

b. Documentation. To provide Stud Dog Owner a negative Brucellosis test within **7 days** of the Breeding; documentation showing the Dam is in good health, current on all vaccinations, and in season; and documentation of current health clearances prior to the Breeding.

c. Stud Dog Owner's Right of Refusal. Stud Dog Owner has the right to return the Dam to Dam Owner or refuse to breed the Stud Dog to the Dam, if Stud Dog Owner determines (in its reasonable discretion) that the Dam is not in the proper physical condition upon arrival. In such a case, Dam Owner agrees to accept financial responsibility for all reasonable costs incurred in the return of the Dam.

d. Notification. To notify Stud Dog Owner, in writing (by email or text), of the birth and number of puppies within a week of the Breeding.

e. Accidental Breedings. To keep the Dam properly confined following the Breeding for the duration of her heat cycle to ensure there are no accidental breedings.

If such accidental breeding does occur, Dam Owner agrees to notify Stud Dog Owner. In addition, Dam Owner agrees to have each puppy from such accidental breeding DNA profiled to establish parentage prior to selling, giving away, or otherwise placing any puppy.

f. Emergency Care. If the Dam is in the care of Stud Dog Owner, Dam Owner hereby grants Stud Dog Owner permission to authorize veterinary services for the Dam in the event of an emergency, or if the Breeding's Dog's health or continued health appears to be in jeopardy. Stud Dog Owner reserves the right to use discretion in seeking such services and agrees to notify Dam Owner as soon



as possible if such services become necessary. Dam Owner shall be responsible for and promptly pay all veterinary costs incurred.

g. No Stud Dog Owner Liability for Disease or Injury. Stud Dog Owner shall have no responsibility for any disease contracted by the Dam or injury resulting to the Dam that is not a direct result of the Breeding; provided that the Stud Dog Owner has taken reasonable care of the Dam and has not acted with gross negligence.

5. Stud Dog Owner Obligations. Stud Dog Owner represents, warrants and agrees as follows:

a. Stud Dog. The Stud Dog is healthy, of sound and stable temperament, is of breeding quality, is parasite and disease-free and, if a natural breeding, will be groomed and bathed before the Breeding.

b. Stud Dog Documentation. To provide Dam Owner a pedigree of the Stud Dog; documentation showing that the Stud Dog is in good physical condition, documentation showing the Stud Dog is in good health, current on all vaccinations; and (iv) documentation of current health clearances prior to the Breeding.

c. Dam Care. The owner of the stud dog shall exercise due caution in handling and care of the dam, but is not liable for any injuries, illnesses, or loss of the dam.

d. Litter Registration. To sign and return the litter registration to Dam Owner as soon as full compensation has been received.

e. No Dam Owner Liability for Disease or Injury. Dam Owner shall have no responsibility for any disease contracted by the Stud Dog or injury resulting to the Stud Dog that is not a direct result of the Breeding.

6. Placement of Puppies

a. Dam Owner Obligations. Dam Owner agrees not to transfer ownership, in any way, of any puppy resulting from the Breeding to any person or organization whose intent is to resell, trade, or give away the puppy or to use it in any laboratory experiments (including, but not limited to, pet shops and pet shop owners, and research laboratories); promptly notify Stud Dog Owner when and



where the puppies are placed; to take back puppies and keep or rehome them if the owner(s) can no longer keep them for any reason; and to maintain breeding and litter records.

b. Stud Dog Owner Obligations. Stud Dog Owner agrees to help with the placement of the puppies if Dam Owner requests assistance; (if requested) an opinion of each puppy produced; and if requested by Dam Owner, to use best efforts to assist the Dam Owner in the replacement of any puppies resulting from the Breeding in the event that the owner can no longer keep them.

7. Confidentiality of Disputes. Dam Owner and Stud Dog Owner agree, that in the event of a dispute between them, neither will publish or communicate the existence or content of such dispute in any media or forum, including social media, provided that this provision shall not prevent either party from bringing legal action or engaging in confidential mediation.

8. Agreement to Mediate. If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.

9. Governing Law. This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by and construed in accordance with the laws of the State of **NC** without regard to the conflicts of laws provisions thereof.

10. Miscellaneous. This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior or contemporaneous agreements, negotiations, discussions and understandings, written or oral, between the parties with respect to such subject matter. Neither party may assign, transfer, or subcontract any obligations (or rights) under this Agreement without the prior written consent of the other party. No changes, modifications or waivers to this Agreement will be effective unless in writing and signed by both parties. In the event that any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement may be executed in any number of counterparts and such counterparts



together shall constitute the same instrument. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. IN WITNESS WHEREOF, Dam Owner and Stud Dog Owner have executed this Agreement effective as of the Effective Date.

STUD OWNER:

Name: _____

Address: _____

Email: _____

Phone: _____

DAM OWNER:

Name: _____

Address: _____

Email: _____

Phone: _____