

**DARKWIND Stud Dog Contract (sample)**

This agreement, dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, is between Robyn Powley, the stud owner, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the bitch owner. The subject of this Agreement is the breeding of the bitch and stud dog listed below:

|  |  |
| --- | --- |
| Name of Bitch:  ● Date of Birth:  ● Color:  ● Registry Name:  ● Registration Number:  ● Health Clearances: | Name of Stud Dog:  ● Date of Birth:  ● Color:  ● Registry Name:  ● Registration Number:  ● Health Clearances: |

1. Compensation. Bitch Owner agrees to pay Stud Dog Owner a [non-refundable] stud service fee of $\_\_\_\_\_\_\_\_\_\_\_\_\_ for stud services performed by the Stud Dog. All payments due under this Agreement shall be made in US Dollars via payments through PayPal, bank wire, cashier’s check or money order.

2. Stud Fee Puppies. In lieu of stud fee, Stud Dog Owner has a right to one puppy, which may be selected by Stud Dog Owner and will be the 2nd pick after the Bitch Owner has selected 1st pick. The stud fee puppy must be selected within eight weeks of the puppies being born. The Bitch Owner’s kennel name must appear first on any registration paperwork for such stud fee puppy but the Stud Dog Owner’s kennel name of “Darkwind” will be added as an affix for the stud fee puppy.\*

\*In the event of only one puppy being born, the entirety of the stud fee is due and Bitch Owner agrees to pay within ten days' time.

3. Breeding & Litter

a. Breeding. This breeding will be:  
 ☐ with frozen semen

via ☐ transcervical insemination or ☐ surgical implantation

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

b. Semen. Stud Dog Owner agrees to provide up to two straws of semen. Bitch Owner shall be responsible for all expenses associated with shipping of said semen.

c. Repeat Breedings. Stud Dog Owner does not guarantee any puppies will result from the Breeding; if no puppies result from the Breeding, Stud Dog Owner agrees to provide one repeat breeding of the same Bitch to the same Stud Dog (or another stud dog owned by Stud Dog Owner and acceptable to Bitch Owner) on the Bitch’s next heat cycle.

d. Breeding Expenses. Bitch Owner agrees to pay all expenses incurred for the purpose of the Breeding at the time in which they are incurred.

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

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

a. Bitch. The Bitch is healthy, of sound and stable temperament, is of breeding quality, disease and parasite-free and has not recently been exposed to any stud dog prior to the Breeding. The Bitch must be DNA tested and have a current CAER certification, along with OFA hips and elbows and be in good health. Documentation shall be provided to the Stud Dog owner.

I. To provide Stud Dog Owner a five generation pedigree of the Bitch; a negative Brucellosis test **must be/need not be** provided.

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

d. Accidental Breedings. To keep the Bitch properly confined following the Breeding for the duration of her heat cycle to ensure there are no accidental breedings with other dogs. If such accidental breeding does occur, Bitch Owner agrees to notify Stud Dog Owner within 24 hours. In addition, Bitch 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.

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

a. Stud Dog. The Stud Dog was healthy, of sound and stable temperament, is of breeding quality, is parasite and disease-free and

b. To provide Bitch Owner a five-generation pedigree of the Stud Dog;

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

6. Placement of Puppies

a. Bitch Owner Obligations. Bitch 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 or foreign agents); 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 Bitch Owner requests assistance; if requested by Bitch Owner, to evaluate the puppies at an age between six and eight weeks of age and provide Bitch Owner with an opinion of each puppy produced; and if requested by Bitch Owner, to use best efforts to assist the Bitch Owner in the replacement of any puppies resulting from the Breeding, if the owner can no longer keep them.

7. Confidentiality of Disputes. Bitch 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 Alabama and the County of Mobile, 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, Bitch Owner and Stud Dog Owner have executed this Agreement effective as of the Effective Date.

STUD OWNER:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BITCH OWNER:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_