

Blackwater Doodles

blackwaterdoodles@gmail.com

STUD AGREEMENT

This agreement is made, and hereby entered into, on this _____ day of _____, _____ by and between Blackwater Doodles(_____) hereafter referred to as "Stud Owner", and

Name: _____

Address: _____

Phone Number: _____ Email address: _____

hereafter referred to as "Dam Owner", for the purpose of setting forth the terms and conditions of the breeding between the following:

Stud/ Male dog: _____ DOB: _____

Breed: _____ Microchip #: _____

Color: _____

Dam/ Female dog: _____ Call Name: _____

DOB: _____

Breed: _____ Registration/ Chip #: _____

Color: _____

STUD FEE FOR THIS BREEDING IS: The stud fee for this breeding is _____. Stud fee is due and payable at the time of 1st breeding, or when Dam is delivered to Breeder. In the event of future planned AI, Payment is due 24 hours after signing of this agreement. Stud fee will be sent as agreed upon to Blackwater doodles and will be non-refundable, in the event the Dam owner changes their mind unexpectedly. Refund would only be issued in the event it is legally proven the Stud owner provided false documentation of stud's quality and or testing results.

Two or more puppies constitute a litter. Stud owner gives no guarantees for a successful breeding but will make every effort to assure the success of the breeding. Dam owner must notify the stud dog owner and provide evidence of failure to conceive or a partial litter, in writing (email is adequate), not more than 75 days following the mating to receive compensation. A letter or Veterinary Documentation is required for failure of AI procedure with the vet's professional opinion as to why.

In the event of less than two puppies, the choice of the options below to be made by Dam owner:

- A. If no pregnancy results: 1) Dam owner has the option of using stud dog for a future breeding. OR 2) The stud dog owner will refund the stud fee, less _____ service fee for time and travel.
- B. If only one puppy is produced: 1) Dam owner has the option of using stud dog for a future breeding. OR 2) The stud dog owner will refund _____ of the stud fee.
- C. A culture or veterinary exam, and a vet report indicating that Dam is not pregnant will be required at Dam's owner's expense before a 2nd stud service will be provided. Vet report must include date of exam determining non-pregnancy, and any related findings regarding the Dam's health. Progesterone testing/ovulation timing for the female will be required prior if a second breeding is needed. Should the Dam's health be in question and if her health may have contributed to her not getting pregnant, stud dog owner has the right to decline offering a 2nd stud service or any compensation related refund for incomplete pregnancy.

By signing this agreement both Dam Owner and Stud owner acknowledge that they are the owner or lessee of stud dog and/or Dam and have the legal right to breed dog. Dam Owner and Stud owner acknowledge that dogs to be bred are at least 12 months of age and less than 7 years old at the time that the breeding takes place, and have no known health issues that could be passed to their offspring.

Dam must be current with all vaccinations and in good health, free of hereditary defects, parasites or infections and of sound and stable temperament.

Dogs will have the following testing:

Hips: must be free of Hip Dysplasia as evidenced by an OFA Certification or Pennhip (OFA prelims are acceptable if dog is a minimum of 7 months old at testing) A Penn Hip result in the 45th or better percentile for breed calculated average is acceptable with no current dysplasia findings.

Elbows: Preliminary OFA score of normal at minimum age of 7 months/ or Pennhip normal result findings

Eyes: Passing CERF exam. (Yearly is recommended)

DNA testing: Completed by a heritable lab with clear or carrier only results for all known heritable diseases.

Results of the above and any other health certifications must be included with this contract as well as a photograph and any pedigree documentation available. Stud owner withholds the right to request any documentation needed for proof of Dams results or clarification, before or during breeding and prior to semen collection.

Dam owner must not knowingly withhold any health issue, temperament issue or faults that could have influenced the stud owner's decision to breed to said Dam. Stud owner will supply copies of the results of all testing the dog has completed, a copy of pedigree, and photo(s) giving permission to share on Dams social media accounts for litter advertisement only. Dams will be tested for brucellosis and evidence of negative results provided within a recent timeframe agreeable to both parties for physical contact matings.

Dam Owner warrants that the Dam has not/will not have been exposed to any stud dog prior to her insemination and that she will be protected from such exposure after insemination. This breeding is a breeding with owner's female dog at the Breeders designated location or AI collection and insemination through an approved Veterinary office. Dam owner will transport the dog to the breeders designated location for each breeding if within a reasonable distance.

Dam Owner is responsible for the costs associated with the Dams testing and insemination; collection, testing and transport of semen; and coordination of return of any shipping containers to the sperm bank if needed. The owner of the Dam shall pay all costs associated with artificial insemination, in addition to the stated stud fee, and shall assume all responsibility for breeding procedures of the Dam. This also includes **any and all travel expenses** where the stud dog owner must travel greater than 60 miles per insemination trip. Additionally, the Dam owner will pay any and all medical expenses unrelated to breeding incurred for the female dog, including medical attention needed if/when in the care of stud owner.

The Dam's owner will give the stud dog owner as much notice as possible when breeding will be required. Dam owner will provide Stud owner veterinary record of insemination for Dam in the event Stud owner is not present for the breeding. It is recommended Dam have progesterone levels tested to determine accurate timing for breeding. Semen collection from stud, for artificial insemination will be completed at Veterinary office chosen by Stud owner. It is the Dam owner's responsibility to set up payment arrangements with the stud owners vet office, and have a card on file for collection and shipment charges prior to first collection.

If no progesterone testing is done, pregnancy cannot be guaranteed. Breeding will consist of two Live cover mating's, collections from stud, or two successful inseminations with Dam for Vaginal or Trans-cervical AI. Surgical AI will consist of one shipment of semen. Dam owner agrees to hold the stud owner harmless from all damage or harm to the Dams owner's dog, whether caused by the stud owner or its agents negligence or otherwise, except if such is caused by stud owner's gross negligence or wanton disregard for the dogs' health and well-being.

Dam owner will provide stud dog owner information regarding puppies born in a litter including the date of whelping, the number of puppies born, gender, and color and an individual puppy photo of each puppy taken between the ages 5 and 8 weeks. Also including a group picture of the Dam and litter at birth.

Dam owner agrees they are capable of caring for the Dam and her litter including, but not limited to vet care, food, water and proper shelter, and finding proper homes for the resulting puppies.

Dam owner agrees to have all puppies examined by a vet, vaccinated, and dewormed before placement with new owners.

Dam Owner agrees to complete ovary-sparing spay/vasectomy on all offspring resulting from this breeding before leaving the Dams owner's premises; or to sell puppies on a required a spay/neuter contract.

Dam Owner will use their best efforts to enforce this provision with the buyers of all puppies. No puppies from this breeding shall be sold, traded, studded out or given away intact, excluding any puppy provided as stud payment. Dam owner is allowed to place a future pup parent in a guardian home if suited to continue their breeding line.

The Dam owner agrees to be responsible for the offspring of this litter and to take puppies back or help rehome them if it should become necessary.

Dam owner agrees to sell puppies for no less than _____ each. Puppies donated for the purposes of therapy or service work are excluded from this requirement.

The owner of the Dam agrees to notify the stud owner if any resulting puppies have health issues which could potentially be hereditary. Dam owner will need to provide record of such illness related to hereditary from a licensed Vet. Stud owner will not be held responsible for any testing fees or necessary medical treatment if such illness presents itself during the life of the offspring. As a result, from this or future breeding's with this stud.

Dam Owner agrees that puppies resulting from this breeding shall not knowingly be sold either directly, or to an agent thereof, who sells outright or consigns to a pet shop, kennel, or individual whose purpose is mass production, wholesaling, or retailing of dogs. The Dam owner also agrees that they will not sell or transfer ownership of any puppies from said litter to any person or organization whose intent is to resell, trade, or give the puppy away for use in laboratory testing or to a known puppy mill or person whose sole intention is to breed and produce litters from this dog.

***Dam owner agrees to hold the stud owner harmless from all damage or harm to the Dams owner's dog, whether caused by the stud owner or its agent's negligence or otherwise, except if such is caused by breeder's gross negligence or wanton disregard for the dog's health and well-being. The undersigned hereby acknowledges reading and fully understanding the entire agreement and agrees to be bound by the terms hereof. Parties agree that a telefaxed signature shall serve as an original.

Dam owner signature: _____ Date _____

Stud owner signature: _____ Date _____

Breeding Dates/method: _____, _____, _____

Results: _____

If 2nd breeding needed: Dogs: _____, _____

Breeding Dates/method: _____, _____, _____

Results: _____