**Dogwood Doodlebugs**

**Stud Service Contract**

We, the undersigned, have agreed to the breeding of the following two dogs:

Stud’s Registered Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Stud information: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Stud Owner Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Reg#: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Breed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Color: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Microchip #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dam’s Registered Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dam Owner’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Reg#

Breed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Color: \_\_\_\_\_\_\_\_

Microchip #: \_\_\_\_\_\_\_

With the following conditions:

1. **The Dogs:** The stud and dam owners shall disclose any genetic diseases that either dog carries.
2. **The Breeding:** If the breeding is to be natural, the dam must have a brucellosis test done prior to the mating and a copy of the report must be supplied to the owner of the stud dog. Brucellosis test is not necessary for Artificial Insemination (AI.)
3. **Medical care during the breeding time:** The owner of the dam assumes all costs incurred for any veterinary procedures and or reproductive services or medical treatment required for the female while above dam is being bred.

Dam’s owner information:

Home Address:

Home telephone:

Work telephone:

Cell telephone:

1. **Shipping semen:**

If semen is to be shipped, the owner of the dam is responsible for all costs related to collecting and shipping the semen. This includes, but is not limited to, vet costs for collection, and shipping fees. Under certain circumstances, AI may be necessary even if the stud and dam are on the same premises. If this is the case, dam owner will be given the option of paying for an AI as long as the stud owner approves of the facility or individual performing the AI service.

Dam owner understands that the litter size is determined by the physiological condition of the dam and not the quality of stud’s semen. Stud owner represents that the stud is in good reproductive condition. However, stud dog owner can provide a veterinary analysis of the stud dog semen quality at dam owner expense if desired.

1. **Stud Fee:**  Pick of litter or price of a puppy with a minimum for each specific breed produced. Fee will be discussed prior to breeding. Method of payment (POL or fee) will be determined by stud owner.
2. **When Dogwood Doodlebugs takes pick of litter, the puppy will carry Dogwood Doodlebugs kennel name, no exceptions; there will be no strings, contracts, or restrictions attached to the pick puppy of Dogwood Doodlebugs. Dogwood Doodlebugs retains the right to keep pick of litter as a part of their breeding program or to sell the pick of litter.**
3. **Boarding:**

If Dogwood Doodlebugs boards the female, Dogwood Doodlebugs assumes no liability for the actions or behavior of the female.

The owner of the female should advise Dogwood Doodlebugs of behavior that is specific to the female. The owner should advise Dogwood Doodlebugs of any concerns they have of the female as well as preferred methods of care.

While in the care of Dogwood Doodlebugs, the female will be contained in a kennel that is a height of at least 4 feet. The female will be released into a fenced area that is 4’ tall to eliminate waste/urinate and exercise unless otherwise advised below by the owner of the female

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In order for the female to be boarded with Dogwood Doodlebugs during breeding, she must be…

 Clear of Brucellosis

 Current on Rabies, Distemper, Parvo, and Bordatella vaccines

 Free of fleas/ticks

 Clear of any/all communicable diseases

 Dog and people friendly

The owner of the female understands that even with diligent care, a female has the ability to escape, be harmed, or become ill. The owner of the female agrees that Dogwood Doodlebugs will not be liable for damages under any circumstance.

Boarding fee will be applied and discussed with dam owner prior to boarding. Dam owner will be responsible for other expenses including, but not limited to transport, veterinary expenses, AI or other supplies. All fees are due prior to the dam being released to the dam owner.

1. **Definition of pregnancy**: For purposes of this contract, a pregnancy is defined as a successful delivery of two or more viable puppies.

\*Should the breeding fail to produce at least two viable puppies, a credit will be applied toward a repeat breeding. The credit will be for the amount of the stud fee minus $200 that is given to the guardian of the stud for their time/effort. If progesterone testing isn’t performed, $750 will be deducted from the credit for a repeat breeding.

The owner of the bitch will be responsible for collection/shipping/other vet charges if a repeat breeding is necessary.

Pregnancy WILL NOT be guaranteed if proper progesterone testing is not performed and breeding/AI is not performed during optimal time. Breeding/AI is recommended 2-3 days after the bitch achieves a progesterone level of 5. We will accommodate breedings as soon as a level of 5 is achieved/ovulation per specific level based on specific progesterone testing machine, but must have at least one breeding occur 2-3 days after ovulation. Breeding without progesterone testing and outside of this timeframe may be unsuccessful and is a waste of time for the stud owner and guardian home. Therefore, if the breeding is unsuccessful, $750 will be deducted from the credit towards a repeat breeding to compensate the stud owner’s and guardian of the stud’s time.

1. **Puppy placement**: To protect the integrity and preserve the pedigree of the stud, no puppies from the litter may be sold by the dam owner with open registrations. The puppies are to be sold with a strict spay/neuter contract signed and retained for records. Dam owner may hold puppies back for their own program if an additional fee is paid considering we sell puppies with breeding rights for $6k-12k rather than the price of a stud fee ($2500-5000). Future offspring are to be sold with spay/neuter contract.

Dam owner will provide a copy of pet puppy purchase contract to the stud owner for stud owner’s review and edit.

Failure to follow this protocol may result in fines up to $25,000 plus legal fees. Proceeding will be held in Buncombe County, North Carolina.

1. **Non-Disparagement**: Dam owner understands that 50% of a puppy’s genetics come from the sire and 50% come from the dam. Therefore, both the dam owner and stud owner agree that neither one shall directly or indirectly, make or ratify any statement, public or private, oral or written, to any person that disparages the Sire or Dam. This contract is entered in to with good faith by both sire and dam owners.

1. **Any additional or special agreements**: Any conditions or provisions must be noted in the space below and signed by both parties in order to be valid.

This contract supersedes any other written or oral agreements and by signing this document both parties understand fully the contractual terms specified and agree to abide by all the terms.

The stud and dam owners agree this Agreement will be governed by the laws in the State of North Carolina and may not be altered, modified or rescinded unless agreed to in writing by the owner of the stud and dam. This is a legal and binding contract. Breech of this contract will result in legal action being taken in the Courts in the county of Buncombe County, in the state of North Carolina for a minimum sum of $8000 and a maximum sum of $25,000.00

Stud owners signature: Date: \_\_\_/\_\_\_/ \_\_\_\_\_

Dam owners Signature: Date \_\_\_/\_\_\_/\_\_\_\_\_