****

Stud Contract

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

Dogs Registered Name

Dog’s AKC #

Bitch’s Registered Name

Bitch’s AKC #

With the following conditions:

1. The Breeding: If the breeding is to be natural, the bitch 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 on a maiden bitch.
2. Bitch: Owner of the bitch herby represents that the bitch is normal, healthy, in good condition, and is at least 12 months old. Furthermore, that said bitch has no disqualifying faults and has no traits which are a radical departure from the AKC Pomeranian breed standard. If upon presentation of the bitch for breeding any of the above stipulations are not met the bitch may be disqualified for breeding and this contract is null and void. In such event all expenses such as board, transportation, and veterinary costs will be the responsibility of the bitch’s owner.

Bitches Owner Information:

Name:

Address:

Telephone No.:

Email:

1. Shipping semen: If semen is to be shipped, the owner of the bitch 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 bitch are on the same premise, bitch owner will be given the option of paying for an AI to be performed at the stud owners’ vet office or by the stud owner herself. Bitch owner understands that the bitch determines the litter size and the stud dog owner can provide a semen analysis of the stud dog semen quality at bitch owner expense.
2. Stud Fee: The stud fee for this mating is $1000.00 payable by cash or cashier’s check at or prior to the time of mating. All costs other than a natural breeding such as transportation, health certificate, progesterone testing, and any other veterinary fees incurred while the bitch is in the stud owners’ care are additional and will be paid by the owner of the bitch before her return. All reasonable care shall be exercised; however, the Stud Dog Owner shall not assume any liability for the bitch during her stay. No separate boarding fee will be charged in conjunction with a breeding but if the bitch is left more than one week beyond notification of the stud dog owner that bitch can return home without some arrangements being made, a boarding fee of $10.00 per day shall be charged. (Typically, the bitch is returned at most 1-week post breeding).
3. Definition of a litter: The owner of the bitch must notify the stud dog owner when the litter is born. A litter is defined as **ONE** live puppy at birth. In the case of no live births a return service to the same bitch with the same stud will be offered.
	1. If the bitch owner decides not to breed the same bitch or use another stud dog on her next season, this contract would be null and void; the stud owner will not owe the bitch owner a repeat breeding or obligated to return any of the stud fee paid.
	2. If the bitch owner neglects the bitch or pupp(y/ies) of veterinary care which results in the death of any pupp(y/ies), stud owner has the right to refuse the repeat breeding and would not be obligated to return any of the stud fees.
	3. If a bitch is to be AI, bitch owner will be responsible for all the collection fees. It is the bitch owners' responsibility to keep the bitch away from other males after she is bred, stud owner assumes no responsibility and won't be obligated to any repeat breeding shall any accidents occur after the bitch is bred.
4. Puppy placement: The owner of the bitch agrees to notify the stud dog owner within 48 hours of the litter being born. Owner of the bitch may keep any puppies for their own use on full registration but any being sold must be spayed/neutered before placement preferably, or on a spay/neuter contract, unless the pup is to be sold to a 3rd party for use in a reputable breeding program that is mutually agreed to by the owners of the bitch and the stud. Owner of the stud dog shall have first right refusal to buy any puppies offered for sale at a price deemed reasonable by the puppies’ breeder provided the asking price is no greater than the price they are offered to any other party, and will be provided with the names, addresses and phone numbers of owners of the puppies from the resulting litter upon sale.
5. Non-Disparagement: Bitch owner understands that 50% of a puppy’s genetics comes from the sire and 50% comes from the dam. Therefore, both the bitch 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.

Any additional or special agreements: Any conditions or provisions must be noted at the end of this form 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 understands fully the contractual terms specified and agrees to abide by all the terms.

The stud and bitch owners agree this Agreement will be governed by the laws in the State of Maryland and may not be altered, modified or rescinded unless agreed to in writing by the owner of the stud and bitch. 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 Baltimore, in the state of Maryland.

Stud Owner's Signature: Date:

Bitch Owner's Signature: Date: