

# Dog Stud Service Contract

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This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, hereinafter referred to as "Stud Dog Owner", and \_\_\_\_\_, hereinafter referred to as "Bitch Owner".

Whereas, the Stud Dog Owner is the registered owner of the male dog described below:

Name of Dog: \_\_\_\_\_  
Breed: \_\_\_\_\_  
Registration Number: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Color: \_\_\_\_\_

Whereas, the Bitch Owner is the registered owner of the female dog described below:

Name of Dog: \_\_\_\_\_  
Breed: \_\_\_\_\_  
Registration Number: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Color: \_\_\_\_\_

Now, therefore, for and in consideration of the sum of \$\_\_\_\_\_, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. Stud Service:** The Stud Dog Owner agrees to provide the stud dog for breeding services to the Bitch Owner on the following dates: \_\_\_\_\_. The Stud Dog Owner warrants that the stud dog is in good health and has been tested for common diseases and conditions associated with the breed.
- 2. Stud Fee:** The Bitch Owner agrees to pay the Stud Dog Owner a stud fee of \$\_\_\_\_\_. This fee is to be paid in full on or before the first mating. The stud fee is non-refundable.
- 3. Breeding:** The Bitch Owner agrees to present the bitch for breeding in a healthy and clean condition. The Stud Dog Owner agrees to make every effort to ensure a successful mating. However, there is no guarantee that the mating will result in a pregnancy.
- 4. Health Certificates:** Both parties agree to provide each other with copies of current health certificates for their respective dogs. These certificates should include proof of vaccinations and testing for common diseases and conditions associated with the breed.
- 5. Puppies:** If the mating results in a pregnancy, the Bitch Owner agrees to notify the Stud Dog Owner within \_\_\_\_ days of the birth of the puppies. The Bitch Owner agrees to register the puppies with the appropriate kennel club and to list the Stud Dog Owner as the sire of the litter.
- 6. Right of Refusal:** The Stud Dog Owner shall have the first right of refusal to purchase any puppies resulting from the mating at a price to be mutually agreed upon by the parties.
- 7. Indemnification:** Each party agrees to indemnify and hold the other harmless from any and all claims, damages, or liabilities arising out of the performance of this Agreement.
- 8. Entire Agreement:** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.
- 9. Amendment:** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
- 10. Governing Law:** This Agreement shall be governed by the laws of the State of \_\_\_\_\_.
- 11. Severability:** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 12. Waiver of Contractual Right:** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

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Stud Dog Owner's Name (Print) Bitch Owner's Name (Print)

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Stud Dog Owner's Signature Bitch Owner's Signature

Date Date

## Exhibit A

(Attach a copy of the registration papers and current health certificates for both dogs)