



Breeder's Agreement Contract

This document will serve as a legal and binding contract between Margaret/David Baumgarner of Victory Shilohs (hereinafter called the "Breeder") and the below defined Owner. This contract will remain in effect until such time as it has been fulfilled or terminated by the agreement of both parties.

The below described individual shall hereafter be referred to as the "Owner":

Name: _____
Address: _____
City: _____ **Prov/State:** _____ **Postal/Zip Code:** _____
Phone: _____ **Cell:** _____
Email: _____

The below described canine shall hereafter be referred to as the "Stud":

Name/Identification: _____
Microchip #: _____ **ISSA #:** _____
Colour: _____ **Coat:** Plush Smooth
Sire: _____ **ISSA #:** _____
Dam: _____ **ISSA #:** _____
Date Whelped: _____

Stud Dog is: Being Sold Fostered

Stud Status: Puppy Unproven Adult Dog Proven Stud

Stud Value: _____

The Owner has agreed to pay \$ _____ for said Stud, plus _____ free breedings to Victory Shilohs. Total Cash paid is \$ _____.

The above described Shiloh Shepherd male has been transferred, and will reside with the new Owner. The ISSA Registration and additional paperwork will carry the Breeders name until the Breeders Agreement (Co-ownership) contract has been fulfilled.

Signature of the Breeder: _____ Date: _____

Signature of the Owner: _____ Date: _____

1. Owner Responsibilities

- a. The Owner must take full responsibility for said Stud's care. All vaccination records must be available for Breeder's inspection. The Dog must also have all regular boosters and immunizations (appropriate to your lifestyle and regional area).
- b. The Owner must give the Stud proper nutritional concern as per Breeder's recommendations.
- c. In the event of accident or injury, the Owner must immediately inform the Breeder of Stud's condition. Any necessary veterinary or hospital charges are the responsibility of the Owner.
- d. The Owner is responsible for registering the Stud for both Puppy and Adult ISSA numbers in a timely manner.
- e. The Owner must agree to give the Stud proper socialization for mental health and stability. Failure to adhere to this responsibility could jeopardize the Stud's breeding status.
- f. The Stud shall remain intact until fulfillment of this agreement takes place unless imminent health reasons supported by veterinary documentation as to the Stud's condition which warrants the need for neutering is provided to the Breeder.
 - i. Prior to neutering, the Owner must obtain written consent from the Breeder.
- g. The Owner must make every attempt to guarantee the Stud's services are available when required to ensure the breeding is successful.

2. Stud Qualifications for Breeding and Guarantees:

- a. Stud must have adult registration papers from the International Shiloh Shepherd Alliance Registry (ISSA)
- b. Stud must be certified clear of Canine Hip Dysplasia (CHD) by either OFA or PennHip radiographs or approved by the Breed Warden. A copy of the certification should be supplied to Victory Shilohs.
- c. Stud must be certified clear of German Shepherd Dog Inherited Ventricular Arrhythmia (GSDIVA) through a 24 hour holter monitor worn between 6 and 10 months of age and interpreted by a cardiologist. A copy of the results should be supplied to Victory Shilohs.
- d. Stud must be certified with test results that he has acceptable sperm count levels and individual sperm are well formed and motile.
- e. Stud must be certified with test results (conducted after last breeding) that said Stud is free from canine brucellosis and is in good health at the time of breeding or semen collection.
- f. In the event that the breeding does not produce at least two live puppies who survive until 2 weeks of age, return service will be given at the female's next breedable heat at no charge. The combination of both breedings will be considered as one free breeding to Victory Shilohs.

- g. If after a second mating or insemination, the female fails to conceive or produce two live puppies who survive until 2 weeks of age, stud service will be offered once more (still considered as inclusive in the original free breeding), only after the female has undergone complete reproductive examination and has had ovulation timing tested.

3. Natural Breeding – Owner Responsibilities:

- a. The owner of the female shall be responsible for transportation of the female to and from Stud Owner's care.
- b. Stud Owner must provide a safe and secure location for the female while in their care – which will not exceed 7 days unless prior arrangements by both parties has been made in writing.
- c. The female will be provided with normal, everyday care equivalent to, or exceeding that of their resident dogs while residing with Stud Owner. If special care is required, it is the responsibility of the owner of the female to provide those instructions well in advance.
- d. Stud owner will guarantee at minimum 1 mating (or tie) between Stud and the female.
 - i. If a tie is unachievable for reasons other than the female is aggressive, Stud Owner will assume the cost of any Reproductive Vet visits to perform one artificial insemination.
 - ii. If a tie is unachievable due to an overly aggressive female, the cost of an AI will be shared between Stud Owner and the owner of the female.
- e. Stud owner will assume responsibility of the female while in their care, this includes the cost of housing, feeding (excluding special dietary needs), boarding, or any additional veterinarian visits required due to problems experienced while in the care of Stud Owner. This excludes any vet visits required due to genetic or predisposed tendencies (for example bloat), these costs will be shared evenly between both parties.

4. Artificial Inseminations – Owner Responsibilities:

- a. The Owner must have live semen collected from Stud and tested two weeks prior to AI for quantity and health of semen. Results should be sent to Victory Shilohs and owner of female as quickly as possible to ensure alternate arrangements can be made in case of poor results.
- b. Stud owner must coordinate with Female Owner to determine the females peak time of conception to arrange for a viable, usable semen collection and shipment
 - i. Female Owner must notify the Stud owner when said female begins her heat cycle so timely arrangements can be made.
 - ii. Female Owner must complete ovulation timing tests (eg: progesterone testing) on the female to determine the optimal time for insemination
 - iii. Stud Owner must have pre-arranged appointment(s) with vet to conduct semen collection.
- c. Stud Owner will send up to two separate shipments 48 hours apart. The semen kits and written semen evaluation will be sent overnight to the vet name and address specified by the owner of the female.

- i. No value will be declared and no insurance will be added to the shipment unless specifically requested in advance by the owner of the female – all additional costs shall be covered by the owner of the female.
- d. The owner of the female will arrange for at least one Transcervical Insemination or Surgical Insemination to be performed. If only a vaginal AI is performed, all guarantees for repeat service covered in this contract will be rendered null and void.
- e. Stud Owner will pay the cost of the collection, semen shipping kit and semen extender. The owner of the female will pay/refund the cost of shipping and insemination.
 - i. In case of a repeat breeding, the cost division will remain the same as above.

5. Legalities:

- a. The Owner agrees to abide by the rules of the ISSA. The Owner shall not breed the Stud to a non-ISSA registered female, nor register him with any other organization/registry for any reason whatsoever. In the event that the Owner fails to uphold this agreement, the Owner shall pay the sum of \$5,000.00 to Victory Shilohs for damages plus any and all legal fees incurred.
- b. In the event the Stud is lost, killed or injured seriously so as to render him unable to be bred, in consequence of any Owner negligence or that of his/her agents or employees, the sum of \$1,000.00 is to be paid promptly to the Breeder as liquidated damages.
 - i. Further, the Breeder shall have the right to repossess said Stud.
 - ii. If the Stud was purchased as an adult, the Owner would be responsible for the balance of the full value of the Stud at the time of purchase
- c. The owner of the female agrees to accept full legal and financial responsibility for the progeny resulting from this mating, whether sold as show, breeding or pet quality. The owner of the female further understands and agrees that the owner of the male is not a party to any contracts resulting from their sale of progeny resulting from this mating, and assumes any and all liability resulting from the sale of the progeny from this mating.
- d. Should the Owner find him/herself unable or unwilling to fully comply with the terms of this contract, with respect to care, breeding, etc., the Stud must be returned to Victory Shilohs forthwith. Failure to return the Stud under these circumstances the Owner hereby gives the Breeder the following options:
 - i. The Breeder's agent may take possession of the Stud from the Owner's property (providing the Stud is in good health) and the Owner signs the ISSA paperwork completely to the Breeder making this contract null and void
 - ii. The Breeder can subject the Owner to liquidated damages in the amount of \$5,000.00, all attorney's fees and the legal cost of bringing this action to enforce the terms of the contract.
- e. Should the Stud be neutered prior to the Owner fulfilling this Breeder's Agreement Contract, the owner agrees to pay the sum of \$5,000.00 to Victory Shilohs and all legal fees incurred.

The Owner agrees to pay \$5,000 in liquidated damages for any breach of contract that could result in injury to the male, or damage to the Victory Shiloh’s kennel name or reputation. The Owner agrees to pay all court costs and attorney’s fees. Any litigation shall be executed in Woodstock, Ontario, it being the place of origin for this transaction.

No other terms or conditions apply unless stated here as follows:

I have read and understood the terms and conditions for this contract and agree to abide by them until such time as the contract is fulfilled.

Printed Name of Owner: _____

Signature of the Owner: _____ Date: _____

Printed Name of Breeder: Margaret/David Baumgarner, Victory Shilohs _____

Signature of the Breeder: _____ Date: _____