



Stud Contract

This is a contractual agreement for the breeding of:

Female Registered Name: _____

ISSA Registration #: _____ **Pet Name:** _____

Colour: _____ **Coat:** Plush Smooth

Sire: _____

Dam: _____

Owner Name: _____

Address: _____

Co-owner Name: _____

Address: _____

The above described female shall be bred to:

Stud Registered Name: _____

ISSA Registration #: _____ **Pet Name:** _____

Colour: _____ **Coat:** Plush Smooth

Sire: _____

Dam: _____

Owner Name: Margaret and David Baumgarner

Address: 595458 Highway 59, Woodstock, ON N4S 7W1

Proposed Date Range for Breeding: _____

Stud service is to be provided under the following contract conditions which are not subject to change by either party now, or in the future, unless such changes are mutually agreed upon by both parties in writing.

1. Pedigrees, Registration Forms, etc:

- a. Stud service is available to approved females only. We, Margaret and David Baumgarner of Victory Shilohs reserve the right to refuse stud service for any reason.
- b. The owner of the female shall submit with this contract a copy of the female's Adult ISSA Registration Certificate.
- c. We, Victory Shilohs shall provide a copy of stud's adult ISSA Registration Certificate.
- d. The owner of the female agrees that they are in good standing with the ISSA and the female to be bred is of breedable age, health and temperament.
- e. The owner of the female shall provide a copy of the Breeding Proposal document approved by the ISSA Breed Warden.

2. Guarantees of Health:

- a. The owner of the female shall provide documentation showing that: 1) the female's hips are certified as passing by OFA or PennHip; 2) the female's heart was evaluated and cleared after a 24 hour holter monitor was worn. The owner of the female shall also provide documentation for any additional health testing completed. The owner of the female attests that there are no known health conditions that have not been disclosed to Victory Shilohs. The owner of the female also attests that the female has passed a pre-breeding examination.
- b. Victory Shilohs shall provide documentation showing that: 1) the stud's hips have been certified as passing by OFA or PennHip; 2) the stud's elbows are certified as OFA Good; 3) the stud's heart was evaluated and cleared after a 24 hour holter monitor was worn 4) the stud has tested CLEAR for Degenerative Myelopathy (DM). Victory Shilohs attests that the stud has passed a complete pre-breeding examination including sperm count and mobility tests as well as a bacterial culture and applicable canine venereal disease test.
- c. The owner of the female attests that the female is current on immunizations and free from transmittable diseases and parasites, and shall provide proof that the female is negative for brucellosis.
- d. Victory Shilohs attests that the stud is current on all immunizations and free from transmittable diseases and parasites, and shall provide proof that he is negative for brucellosis.
- e. Victory Shilohs reserves the right to refuse the breeding if upon arrival and inspection the female is deemed to be in poor health or physical condition, or if the owner of the female fails to provide any of the documentation required by this contract. In such cases, the owner of the female agrees to accept financial responsibility for all costs incurred to date with respect to the breeding.

3. Expectations

- a. The owner of the female must have knowledge of the female's heat cycle and provide estimates of approximate breeding window to Victory Shilohs.
- b. The owner of the female shall notify Victory Shilohs on the first sign of blood or any other indication that the female has come into heat (or season).
- c. The owner of the female must have researched the physical and nutritional needs of a breeding female before, during and after her pregnancy. The owner of the female must also have researched prenatal, whelping and postnatal care for the litter of the female and her puppies.
 - i. If the owner of the female is an inexperienced breeder, they must provide evidence that they have an appropriate support group in place to help them through the process.

4. Natural Breeding:

- a. The owner of the female shall be responsible for transportation of the female to and from Victory Shilohs care.
- b. Victory Shilohs will 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 Victory Shilohs. If special care is required, it is the responsibility of the owner of the female to provide those instructions well in advance.
- d. Victory Shilohs will guarantee at minimum one mating (or tie) between the stud and the female.
 - i. If a tie is unachievable for reasons other than the female is aggressive, Victory Shilohs 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 Victory Shilohs and the owner of the female.
- e. Victory Shilohs 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 Victory Shilohs. This also excludes any vet visits required due to genetic or predisposed tendencies (for example bloat), these costs will be shared evenly between both parties.

5. Artificial Inseminations:

- a. The owner of the female shall complete ovulation timing tests (eg: progesterone testing) on the female to determine the optimal time for insemination
- b. Victory Shilohs will send up to two separate shipments 48 hours apart. The semen kits will be sent overnight via FedEx to the vet name and address specified by the owner of the female. Also included in the shipment will be a written evaluation of the contained sperm by a Reproductive Specialist. 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.
- c. 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 listed in this contract will be rendered null and void.
- d. Victory Shilohs will pay the cost of the collection, semen shipping kit and semen extender. The owner of the female will pay the cost of shipping and insemination.

6. Fees:

- a. The total fee for this stud service shall be \$1,000 USD. Half of the fee, \$500, shall be paid prior to the mating or artificial insemination (AI). The other \$500 shall be paid within 75 days of the mating or AI date.
- b. Victory Shilohs makes no guarantee as to the size, quality, health or number of progeny produced from this service. The owner of the female agrees that the fee is for the service and only a guarantee of actual mating or artificial insemination; there is no guarantee of puppies living or dead. There shall be no cash refunds. Return services will be provided under the circumstances described below.

7. Return service:

- a. In the event that the female fails to whelp, or does not produce at least two live puppies who survive until 2 weeks of age, one return service will be given at the females next breedable heat at no charge.
- b. Return service is limited to the same stud and the same female unless otherwise agreed upon by both parties in writing. If a new female is to be used, all of the document conditions in this contract must also be met with the new female.
- c. In the event that upon return service, the female fails to whelp, or fails to produce at least two live puppies, one last return service will be provided at a reduced fee of \$400 USD unless otherwise agreed to by both parties in writing. The owner of the female must provide documentation that a full reproductive exam has been completed before the second repeat service will be provided.
- d. Return service shall only be provide if the female is in the same or better condition with no obvious deterioration.

- e. There shall be no guarantee of return service in the event that the male is deceased, lost or otherwise unable to provide the return service. In the unlikely event that this occurs, the owner of the female will assume of the loss of the return service, or an alternative arrangement can be made for use of a Stud owned or co-owned by Victory Shilohs.

8. Liability:

- a. Reasonable care shall be taken by both parties to assure that the female is bred. The owner of the male shall not be responsible for any losses incurred as a result of this service and resulting from injury, illness, theft, fire or like circumstance.
- b. 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.

9. Litter Placement:

- a. The owner of the female agrees that all puppies resulting from the mating of this male and this female will be sold with ISSA papers, pursuant to a written contract, with appropriate guarantees of health, and to owners who express the intent to register with the ISSA.
- b. The owner of the female agrees not to knowingly allow any puppies resulting from this mating to be placed in a shelter or pound. The owner of the female agrees to take back and re-home any puppies resulting from this mating in the event that their owners become unable to care for them. Victory Shilohs agrees to help the owner of the female re-home said puppies should the owner of the female be unable to do so.
- c. The owner of the female agrees not to sell any progeny from this service to puppy mills or pet shops, or to breeders who are no longer with the ISSA or breeders who sell to puppy mills or pet shops, and agrees not to give stud service on any of the progeny to those who are not with the ISSA or to puppy mills or pet shops.
- d. The owner of the female agrees to sell the progeny resulting from this service for a fee commensurate with the current ISSA rates.
- e. The owner of the female agrees to keep track of any progeny resulting from this service, and to periodically check on their welfare. The owner of the female shall make known to Victory Shilohs where and with whom, the progeny resulting from this service are placed.
- f. For purpose of tracking what the stud has produced, the owner of the female shall keep the owner of the male informed about the health and temperaments of the progeny resulting from this service.

The owner of the female 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 of the female agrees to pay all court costs and attorney's fees.

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

I, _____, owner of the female to be bred, agree that I have carefully read and fully understand all of the provisions of this agreement.

Date of Agreement: _____

Signature of the owner of the Female: _____

Signature of the Co-owner: _____

Signature of Victory Shilohs: _____