

Snowbelt / Sunnyrain Australian Shepherds

Patti Herhold /Heather Moyer
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STUD SERVICE CONTRACT

This is the contractual agreement for the breeding of:

Bitch Name: _____

AKC Registration Number: _____ ASCA Registration Number: _____

Titles earned: _____

OFA Number: _____

CERF Number and Date: _____

Owned by: _____

Address: _____

Written physical description of above Bitch: _____

The above-described bitch shall be bred to Stud Dog: AKC Ch. Briarbrooks All Rights Reserved
AKC Registration Number: **DN21343502** ASCA Registration Number: **E168312**

Titles/Accomplishments earned: **USASA National Specialty Best in Sweep Winner 2009, AKC Champion, 2010 USASA National Specialty Award of Merit winner, Champion offspring.**

CERF: Normal / Normal 2/20/11

OFA: 1367764 - Good

Elbows: 1367764 - Normal

DNA testing: NSF4: CLEAR / CEA-CH: CLEAR / PRA: CLEAR / MDR-1: CLEAR

Owned by: **Patti Herhold / Heather Moyer**

See pages two and three for terms of contract

TERMS AND CONDITIONS OF CONTRACT

1. All shipping and veterinarian charges are the responsibility of the owner(s) of the above-mentioned bitch. Ovulation tests are advised to assure the highest rate of conception and will be performed at the option of the stud owner or their agent. The Bitch owner will be notified if these tests are to be performed. The Bitch is to be current on all vaccines, and free of parasites. There will be a \$25.00 airport pickup and \$25.00 airport drop-off fee payable to the stud dog owner or their agent should the bitch come in via air shipment. Initials _____
2. There will be no boarding fee for a period of 7 days from the date of arrival of the Bitch. Starting on the 8th day, a fee of \$15 per day will be charged and payable to the Stud dog owner, or their agent. The bitch will not be released until this fee is paid. Initials _____
3. The stud fee of \$1500.00 is due and payable to the Stud Dog owner at the time the Bitch is brought in for service, unless other arrangements have been made in advance. No litter registration papers will be signed by the Stud owner until stud fee is paid in full. **ALL STUD FEES ARE NON-REFUNDABLE.** Initials _____
4. The following necessary paperwork will be sent **with the signed contract**:
 - a. **Copy of a negative brucellosis test within 14 days if not using chilled or frozen semen.**
 - b. **Copy of CERF certificate current within 1 (one) year.**
 - c. **Copy of OFA certificate or, if prior to 24 months of age, an OFA Preliminary report.**
 - d. **Pedigree, Copy of AKC & ASCA registration papers and a color photo of the bitch for our files.**
 - e. **List of all vaccinations, including a current rabies certificate and statement that the bitch has been wormed with within the last 60 days.**
5. The Bitch should be groomed, bathed and treated with Frontline Plus (or similar product) before she is shipped be bred.
6. The Bitch **must** be of sound, stable temperament. A Bitch that is not of sound, stable temperament will be returned to the owner (at their expense).
7. In case of shipping chilled semen, the bitch owner is responsible for all expenses relating to the collection and shipping of the semen as well as the expenses for the bitch being inseminated, including but not limited to collection, extender, Federal Express charges, and a \$25 trip fee per trip to the Reproduction Veterinarian. If no puppies result from this breeding, there will be no reimbursement of any fees but one return service of another (one) chilled semen collection/shipment will be allowed to the same dog under the same terms as above. A credit card number will be supplied to the Veterinarian for them to collect and ship chilled semen to the bitch owner's Veterinarian. Initials _____
8. In case of frozen semen, the bitch owner is responsible for all expenses relating to the collection and shipping of the semen as well as the expenses for the bitch being inseminated. If no puppies result from this breeding, there will be no reimbursement of any fees. Advance notice does need to be given so we are able to contact the Veterinarian who is storing the semen in order to have a shipping container available. A credit card number will be supplied to the Veterinarian for them to collect, if necessary, and ship frozen semen to the bitch owner's Veterinarian. If no puppies result from the frozen semen, no additional frozen semen will be shipped unless the bitch owner agrees to be responsible all collection and shipping expenses again. The bitch owner will pay the \$1200 (US) stud fee for **each** breeding. The Bitch owner will be responsible for all expenses as stated above. Initials _____

9. It is hereby warrant a litter of at least 2 live (saleable) puppies constitute a litter at three days of age. If a litter of less than 2 puppies is whelped, a return service will be given to the dog named in this contract (except in the case of a breeding from frozen semen.). Should less than 2 puppies survive at three days due to negligence on the part of the owner of the Bitch, or due to death from distemper or other disease, or if the litter is culled to fewer than 2 puppies, the owner of the Stud Dog will not be obligated to give a return service. The Stud Dog Owner **MUST** be notified of the number of puppies whelped within 24 hours of the whelp. Initials _____
10. Any return service (as noted above) will be given **only** to the bitch noted in this contract. Should said bitch die or become unable to conceive or carry a litter, the owner of the Stud Dog is no longer obligated to offer a return service, but may grant one to another bitch. The offer of a return service is only good for a period of 1 year from the whelping date of the litter of less than 2 puppies. The warrant of 2 live puppies is considered fulfilled when the Bitch whelps a **total** of two puppies from the original breeding or one or more puppies from the return service(s). Initials _____
11. If a pick of litter puppy is to be given in lieu of a cash fee, a separate contract will be signed and attached as an amendment to this contract. Amendment Attached: _____(yes or no)
12. Owner of the Bitch hereby agrees that any excessively white marked pups (i.e. white ears, white over eyes, white body splashes, white stifles carrying up into the body color) will be culled and sold as pets to be neutered or spayed and are not to be sold to show or breeding homes unless the owner of the Stud Dog agrees, in writing. No excessively white puppies are to be promoted in a public form, unless the owner of the Stud Dog agrees, in writing. Puppies should always be bathed and brushed prior to photos, if going to be uploaded in a public form. Initials _____
13. The owner of this Bitch warrants that this bitch has not been exposed to any stud dog prior to her arrival and that the bitch owner agrees to keep said bitch confined for the duration of her heat cycle so as not to be bred with any other dog. If this does happen, bitch owner will have all resulting puppies DNA tested to verify the sire prior to litter papers being signed. All expenses will be the responsibility of the bitch owner. Initials _____
14. Every precaution is taken to protect the bitch from illness, accident, fire, and theft. Owner of the Bitch hereby agrees that the owner of the Stud Dog or their agent will not be held liable for any illness, accident, fire, theft or death of said bitch while under the care of the Stud Dog owner or their agent. Initials _____
15. Offspring from this breeding will not be sold in puppy stores, thru a broker, a retail outlet, any commercial affiliation, or on the internet via www.puppyfind.com or similar types of WebPages. A penalty of \$5,000.00, per puppy will be paid to the stud owner immediately if this term is violated Initials _____
16. Offspring from this breeding will not be registered or used for breeding in any registry other than AKC and ASCA (without written permission from the stud owner) nor sold to or made available to anyone whose breeding program includes "mini" or "toy" aussies. Violation of this clause will result in a \$5000.00 penalty (for each non-approved registry and for each puppy) paid to the Stud Owner immediately upon request from the Stud Owner. Initials _____
17. Should Bitch Owner not adhere to this contract in every way, all monies paid to the Stud Owner and the stud service will be forfeited. Initials _____

The above agreement is made and signed this _____ day of 2012, by Patti Herhold / Heather Moyer and the owners of the bitch to assure the well being of the animals involved and their progeny. This contract shall be deemed a legally binding contract and is under the jurisdiction of the State of **Pennsylvania or Ohio in the County of Erie or Union, United States of America**. It is further agreed that the place of venue shall be **Erie County Pennsylvania or Union County Ohio, USA**.

I (We) the owner of the bitch hereby certify(s) that we have read this contract, and understand its complete contents, and agree fully to the conditions mentioned.

Bitch Owner Date

Bitch Co-Owner Date

Patti Herhold Date

Heather Moyer Date