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Rocky L Ranch

STUD SERVICE CONTRACT



Stud Dog owner enters into this agreement with the intent to produce healthy puppies which, in both type and temperament, will be good representatives of the Pembroke Welsh Corgi breed. To this end, the following items are included in this contract:

| THIS CONTRACT CERTIFIES THAT: | WAS BRED TO: |
|--------------------------------------|---|
| Name of Bitch: _____ | Name of Dog: <u>Rocky L Schrodingers Cat</u> |
| Registration # _____ | AKC # <u>DN57537503</u> |
| OFA # _____ | OFA # <u>AKC DNA #V937579 HIPS prelim Good, EYES/DM/vWD/D Locus Dilute Normal</u> |
| DOB: _____ | DOB: <u>Apr-22-2019</u> |
| Sire: _____ | Sire: <u>CH Cottonwood Khal Drogo</u> |
| Dam: _____ | Dam: <u>Rocky L Supercalifragilisticexpialidocious</u> |
| Owner(s) at time of breeding: _____ | Owner(s) of dog: <u>L Halop</u> |
| Address: _____ | First date of Breeding: _____ |
| _____ | ≈ Whelping due dates: _____ |
| Phone: _____ | _____ |
| Email: _____ | Stud dog owners' current memberships: _____ |
| Memberships: _____ | <u>PWCCA, GGPWCF, Hangtown KC</u> |

Terms and Conditions:

A. STUD DOG OWNER AGREES TO:

1. Provide bitch owner with a complete 4 generation pedigree of the dog.
2. Take normal adequate care of the bitch while in our charge for an additional fee of \$5.00 per day, payable by the owner when the bitch is returned after servicing.
 - a. Keep the bitch to be bred confined and inaccessible to all other male dogs until the female has been bred or will no longer accept the stud dog.
 - b. No live cover. Artificial insemination only which can be performed by stud owner. If bitch owner requests surgical or transcervical insemination, or collection and insemination is performed by another veterinary source, the bitch owner will pay all associated fees;
 - c. pay all transportation costs for the bitch
3. Have the stud dog in good health and physical condition,
 - a. up-to-date on all vaccinations,
 - b. current on internal and external parasite control measures (fleas, ticks, heartworms)

- c. have test results available to the bitch owner for OFA (Hips), CERF eye exam and any other health tests performed on this dog.
4. If bred with shipped chilled fresh semen,
 - a. the stud dog will be collected,
 - b. the semen infused with a good quality canine extender,
 - c. shipped overnight adequately chilled for insemination the following business day,
 - d. insured by the shipping company for \$1000.
 - e. No guarantees are made if the semen is not inseminated immediately upon receipt unless the shipping company is at fault for any delays.
 - f. If the shipping company delays shipment while the semen is in their care, the shipping company will be liable for the cost of the shipment per their insurance and the bitch owner will initiate and complete any claims for loss.
 5. If bred with frozen semen,
 - a. Unless alternate arrangements are made and agreed upon by all parties to this contract, the semen will be stored at the Frozen In Time Semen Bank. They collect, freezes, and store canine semen and provides for its successful use in artificial insemination.
 - b. Unless alternate arrangements are made and agreed upon by all parties to this contract, the semen is shipped via Federal Express, and the costs to the bitch owner include: semen collection and prep., nitrogen tank rental, and shipping and handling to your veterinarian. Unless alternate arrangements are made and agreed upon by all parties to this contract, contact Frozen In Time Semen Bank for current fees/charges.
<http://www.FrozenInTimeSemenBank.com/> (Frozen In Time Semen Bank requires a credit card for payment of fees, prior to shipment) Frozen In Time Semen Bank needs 4 to 5 days notice prior to shipment of frozen semen. Additional charges result if notification is 3 working days or less. We are not responsible for frozen semen once it has been released from the storage facility.
 - c. Return stud service is NOT guaranteed if no pregnancy results from the breeding when frozen semen is used.
 - d. Items 5 a., b., d., e., f. above also apply.
 6. Sign litter registration¹ promptly and return to bitch owner once the entire stud fee is paid.
 7. Provide a return stud service of the same dog to the same bitch if no pregnancy results from the breeding when chilled semen is used, for the same stud fee agreed upon in this contract.
 - a. To receive the return service, the bitch owner must notify the stud dog owner of failure to conceive, in writing, not more than 70 days following the breeding.
 - b. If the stud is no longer available for whatever reason for the return service, the stud dog owner or agent reserves the right to offer a different stud to the bitch owner or refund any stud fees paid, less the booking fee.
 - c. If the bitch changes ownership, there is no obligation on the part of the stud dog owner to provide a repeat service.
 8. Provide the bitch owner with a written receipt for the stud service and a record of the servicing dates.

B. BITCH OWNER AGREES TO:

1. Pay the total stud service fee of \$1000, live breeding or fresh artificial insemination, of which \$150 constitutes a non-refundable booking fee.

¹ *The American Kennel Club takes the position that the owner of the sire is required to sign an application to register a litter certifying only to the fact that a particular dam was bred to the sire identified on the Litter Registration Application form on a specified date of mating, unless there is an agreement signed by all parties concerned in which it is specifically set forth that the owner of the sire is not obligated to sign an American Kennel Club litter registration application form until such time as the stud fee has been paid.*

AKC®Procedures for Registration Matters III.B.

- a. Half of the stud fee is due before the bitch is serviced.
 - b. The remainder of the stud fee is due 72 hours after the litter is born.
 - c. In lieu of a stud fee, both stud dog and bitch owners may agree to compensation as follows:
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2. If the bitch is to be bred while under the care and direction of the stud dog owner:
 - a. provide adequate quantities of food for the bitch while the bitch is in the care of the stud dog owner;
 - b. pay all board and care fees incurred while she is in the care of the stud dog owner (see section A.2. above);
 - c. No live cover. Artificial insemination only which can be performed by stud owner. If bitch owner requests surgical or transcervical insemination, or collection and insemination is performed by another veterinary source, the bitch owner will pay all associated fees;
 - d. pay all transportation costs for the bitch
3. If the bitch is to be bred with shipped chilled fresh semen:
 - a. The bitch owner shall pay for the cost for artificial insemination, semen collection and shipping of the semen, and will return the shipping container in good condition to the stud dog owner within 14 days.
 - b. When using chilled fresh semen it is the responsibility of the owner of the bitch to make sure that they are dealing with a competent and experienced veterinary reproduction specialist, competent to perform the insemination.
 - c. The bitch owner shall pay any and all travel expenses where the stud dog owner must travel greater than 100 miles per collection round-trip to an accredited and qualified semen collection and shipping facility, if applicable.
4. When using frozen semen it is the responsibility of the owner of the bitch to make sure that they are dealing with a competent and experienced veterinary reproduction specialist. It is strongly suggested that the veterinary specialist selected for performing the breeding have specialized experience in surgical or transcervical insemination procedures and should have on site storage equipment for the frozen semen.
 - a. All expenses associated with frozen semen retrieval, tank rental, shipping of the semen and return of the tank is the responsibility of the owner of the bitch being bred.
 - b. Payment for these services is to be made directly to the storage facility by the bitch owner.
5. Provide a 4 generation pedigree before servicing.
6. Send bitch in good health, physical condition and in season.
7. The bitch shall be
 - a. up-to-date on all vaccinations, providing the stud dog owner a record of current vaccinations including Rabies;
 - b. current on internal and external parasite control measures (fleas, ticks, heartworms).
 - c. Test results shall be available to the stud dog owner for OFA (Hips), CERF eye exam and any other health tests performed on this bitch. (Preliminary results are acceptable for hips.)
 - d. All parties agree Yes No that the bitch must be progesterone tested prior to breeding, to confirm ovulation.
 - e. Financial responsibility for the above tests are to be borne by the bitch owner.
8. Notify stud dog owner/agent, in writing no later than 70 days after breeding if no pregnancy results from the breeding. Failure to do so will result in no return service being provided.
9. Keep the bitch properly confined following the breeding to ensure no other dog could service her accidentally, before her heat cycle is complete.
10. Agrees to not knowingly sell or transfer puppies whelped as a result of this breeding to any person or firm connected with the business of resale or wholesale of dogs.

C. OTHER CONDITIONS:

1. In breeding animals, there is always a risk that one may be injured during the process. Bitch owner agrees to hold the stud dog or his owner harmless from any liability or damage. In addition, the bitch owner understands that the stud dog owner accepts no liability for the actions of this bitch while in their care, including but not limited to personal injury or property damage.
2. If for some reason the bitch dies while in the care of the stud dog owner there will be no fees owed to the bitch owner until a necropsy is performed by an accredited veterinarian and a finding of negligence is made, or the veterinarian finds a reason to believe physical harm was done to the bitch. If the veterinarian can attribute the death of the bitch to the stud dog owner, a fee of \$1000 will be paid to the bitch owner by the stud dog owner.
3. A minimum of two (2) live puppies that survive 7 days constitutes a complete litter.
 - a. If less than a complete litter is produced, the owner of the bitch may have one return service of the same bitch or other mutually agreed upon bitch to the same stud within 12 months, and abide by the conditions of B.1bc, B.2, B.3, B.4, B.6, B.7, B.9 and B.10 above.
 - b. If only a singleton is produced, the bitch owner may elect to forego a return service and the second half of the stud fee is waived.
4. If the bitch fails to conceive on the return service, this Contract is terminated and any stud fees paid, less the booking fee, will be refunded.
5. The owner of the bitch will keep all resultant puppies of this breeding
 - a. until they are at least 10 weeks of age,
 - b. have all appropriate vaccinations, deworming, nail trimming and socialization, and
 - c. are placed into good homes with a written contract of sale on all puppies that are sold or otherwise placed.
 - d. All **pet** puppies are to be sold on limited registration papers with spay/neuter contracts.
 - e. It is agreed that no puppies from this breeding will be sold outside of the United States or its Trust Territories unless
 - i. prior agreement is reached between stud and bitch owners (See Section E.), or
 - ii. unless they were whelped outside the United States or its Trust Territories.
 - f. It is agreed that no puppies from this breeding will be sold intact without limited registration to any service organizations.
6. Both Dog and Bitch owners agree to abide by the PWCCA code of ethics and ideally, be a member of the PWCCA, an accredited Regional or International Pembroke Welsh Corgi Club, or AKC or internationally accredited All-Breed Kennel Club in good standing.

D. CONFLICT RESOLUTION:

1. **Mediation.** All stud dog owner(s) and bitch owner(s) agree to mediate any dispute or claim arising between them out of this Contract, or any resulting transaction, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.
2. **Arbitration.** All stud dog owner(s) and bitch owner(s) agree that any dispute or claim in law or equity arising between them out of this Contract, which is not settled through mediation, shall be decided by neutral, binding arbitration. The arbitrator shall be a retired civil judge or justice, or an attorney, unless the parties mutually agree to a different arbitrator, who shall render and award in accordance with the laws of the California, county of El Dorado. Judgment upon the award of the arbitrator may be entered in any court having jurisdiction, and the parties shall have the right to discovery in accordance with the State's civil code.

