



STUD SERVICE CONTRACT

_____, of _____ (the 'Seller'),

SELLS a stud service to:

_____, of _____ (the 'Buyer'),

from the following Border Collie Stud (the 'Stud'):

Microchip Number: _____ Date of Birth: _____ Pet Name: _____

Registration Name: _____

Registration Number: _____ AKC DNA Profile: _____

The seller is selling a stud service from the Stud to the Buyer, to be bred to the following bitch ("the Bitch"):

Microchip Number: _____ Date of Birth: _____ Pet Name: _____

Registration Name: _____

Registration Number: _____ AKC DNA Profile: _____

Breeding Type (choose all that apply):

NATURAL _____	SIDE-BY-SIDE AI _____	FRESH EXTENDED (chilled/cooled) _____	FROZEN _____
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IF this IS a repeat/replacement breeding for a prior unsuccessful breeding, fill in the information below:

Date of first breeding _____ via (live/chilled/SBS AI/frozen) _____

Stud _____ Bitch _____

SECTION 1: STUD SERVICE FEES

- A. Buyer is responsible for the following fees:** (1) Transportation of the bitch to and from the Sellers residence. (2) Veterinarian fees required for the bitches care and breeding, not limited to smears, AI's*, progesterone tests etc. (3) Unforeseen Veterinarian fees incurred by the bitch while on the Sellers premises which are to be paid by the Buyer at the time of service to the attending Veterinarian. (4) \$15 per day boarding fee for a bitch remaining with the Stud Dog Owner for *more than 7 days*. This fee includes the food the Sellers uses (RAW diet/Fromm Adult Gold); any specific diets and instructions must be supplied to the Sellers, or costs of such should be sent to the Seller in advance of the Bitches arrival.
- B. Should the Seller request the option to purchase a puppy from the resulting litter in lieu of the Stud Fee, said puppy must be:** (1) Given to the Seller in lieu of a stud fee into the Sellers name solely, with full AKC registration and with no limitations; (2) Second-pick puppy of the entire litter, OR, first-pick if the Buyer is not keeping a puppy in their sole ownership or possession themselves; (3) Chosen by the Seller between 6-8 weeks of age; (4) named with the Buyers prefix first, but Seller will be able to include their prefix into the pups name if they choose (5) The Seller shall give the Buyer first right of refusal to purchase said puppy back, should the

puppy become available for sale, for the same price equal to that of the Stud Service Fee, plus \$1000 for each additional Championship title attained on the puppy, plus \$500 for each performance title attained on the puppy, plus \$1000 for each BIS or a BISS award won by said puppy.

SECTION 2: LIVE BREEDING, SIDE-BY-SIDE AI, OR FRESH EXTENDED SEMEN (chilled/cooled):

- A. Stud Fee:** (1) **A \$250 non-refundable handling fee** (brucellosis testing and semen evaluation), due prior to the breeding regardless of if this is a repeat or replacement breeding; (2) **the stud service fee of \$300.00 for each puppy that results from the mating which lives till at least one week of age** which is due in full prior to the litters eight week Birthday. Stud fees are due in USD unless the Buyer is Canadian and the Bitch whelped in Canada in which fees shall be in CND dollars
- B. Additional fees (if applicable):** (1) All expenses incurred for the collection, AI or shipment of the semen are the sole responsibility of the Buyer and the Buyer is required to contact the servicing veterinarian with a credit card, and expenses are to be paid directly to the attending Veterinarian at the time of service and any possible expenses incurred by the Seller are due in advanced, including shipping and other transportation costs; (2) *if* Seller collects and chills semen at their home location, upon request from the Buyer, the handling and extender fee for this is: \$50 (Dr Kennys Extender) *or* \$100 (ProGuard ST/LT (Minitube)), for TWO collections or one collection split into two, plus shipping & chilled packaging fee. (6) Buyer may request Seller to performs a side-by-side AI, gratis; (7) plain AI kits are available from the Seller for \$35.
- C. It is necessary that the Buyer notify the Seller of Artificial Insemination (AI) preferences, for visiting bitches, by signing ONE of the following releases:**

I, the Buyer, request that all Artificial Inseminations (AI) be done by a Veterinarian.

Signature: _____

OR

I, the Buyer, authorize the Seller to perform any necessary Artificial Inseminations (AI) and Seller will not be held legally or financially liable for any complications that may occur as a result.

Signature: _____

- D. If NO LITTER results from the above;** no repeat breeding is owed to the Buyer from the Seller. Repeats are available upon request.

SECTION 3: FROZEN SEMEN BREEDINGS (if applicable):

- A. Buyer agrees to pay the following fees to the Seller and understands the following terms:**

(1) A stud fee of : \$ _____, this includes all prior collection and storage fees, and is due in full to the Seller prior to semen leaving the Sellers possession and name; one single pup living to at least one week of age constitutes a litter. (2) ALL additional associated fees not limited to transportation, tank rentals, storage and vet fees are the responsibility of the Buyer. All fees must be paid prior to transfer of ownership of the semen to the Buyer.

- B. If NO LITTER results:** (1) Buyer may have Stud collected and his semen frozen again; regardless of number of breedings attained in collection, Buyers is only entitled to one of these breedings which may be used to a bitch that has been approved by the Seller, with a stud contract signed prior to its use. (2) If Stud is unable to be frozen for any reason, a one time breeding will be offered to the Buyer (*if one is available*), to an alternate stud owned by the Seller and to Bitch or another bitch owned by the Buyer that is approved by the Seller. (3) A new Stud Service Contract must be signed prior to the breeding and a \$300 handling fee applies and any repeat/

replacement breeding must be done within *twelve months* from the signing of this contract. (4) If no pups result from the repeat/replacement breeding, no further stud services are owed to the Buyer from the Seller. All expenses incurred by the Seller and the Buyer, are the sole responsibility of the Buyer and must be paid in full before litter registration is signed by the Seller.

SECTION 4: SELLER WARRANTIES

- A. The Seller warrants that: (1) the Seller is a legal owner of the Stud; (2) the Stud is free from all liens and encumbrances; (3) the Seller has full right and authority to breed the Stud; and (4) the Seller will warrant and defend the title of the Stud against and all claims and demands of all persons.
- B. The Seller warrants that: (1) To the best of their knowledge the Stud is fertile and in good health; (2) Stud has been brucellosis tested 'negative' within 30 days prior to breeding or within two (2) weeks prior to frozen semen collection; (3) DNA profile will be attained from stud dog and filed with the AKC prior to the litters eight week birthdate.
- C. The Stud has been health screened for the following: (1) hips; (2) elbows, (3) BAER Hearing, (4) AOD Deafness, (5) CAER Eyes, (6) CEA/CH, or by parentage; (7) CL, or by parentage; (8) TNS, or by parentage; (9) RS/DH, or by parentage. Copies of all health screening is available to the Buyer upon request, in writing.
- D. IF the Bitch is residing with the Seller for any duration of her heat and/or for mating: (1) The Seller will provide all progesterone results to the Buyer within twelve hours of the test result being received: (2) will notify the Buyer within twelve hours when a breeding is witnessed or performed via AI.
- E. The Seller agrees to sign all papers necessary to register the litter, after; all stud service fees are paid in full.

SECTION 5: BUYERS REPRESENTATIONS

Buyer represents to Seller that:

- A. That if the Bitch is AKC registered, a DNA profile will be sent to the AKC and the 'AKC DNA Profile' number supplied to the Seller prior to the litters eight week birthday.
- B. That the Bitch will be brucellosis tested no more than thirty days prior to the breeding; copies of negative results will be supplied to the Seller.
- C. That the Bitch will be progesterone hormone tested starting on **day 5** of heat: (1) the last test being done one **day after** ovulation; (2) all progesterone results will be given to the Seller within twelve hours of results.
- D. That the Bitch is exposed to only the Stud specified herein for the duration of her heat and that this is NOT a dual sired litter
- E. That the seller will be notified within twenty four hours of the litters date of birth; the number of live pups and their genders will be supplied to the Seller at this time.
- F. That the resulting puppies from the breeding will be microchipped; copies of the microchip number, name, gender, colour and the new owners names, addresses, emails and phone numbers will be supplied to the Seller, in writing.
- G. That the resulting puppies will be sold/placed on a non-breeding agreement and with limited registration (if available), **unless otherwise approved of in writing by the Seller**. The exception being for the pup(s) the Buyer keeps for themselves; such pup(s) will reside solely with the Buyer in their sole ownership.
- H. That no puppy resulting from this breeding will be sold/given or transferred in any way to a show/breeding home without the Sellers agreement in writing.
- I. That no puppy resulting from this breeding will be sold or otherwise dispose of to any individual(s) who resides outside of the bitch country of residence without the Sellers permission.

- J. That the Bitch identified in this Agreement will not be sold while in whelp without the prior specific knowledge of the Seller prior to the breeding and agreed upon by the stud owner in writing.
- K. That the Bitch will be whelped and the litter raised by the Buyers at the address specified above, unless otherwise agreed upon in writing by the stud owner.
- L. That they will not sell or otherwise dispose of any puppy resulting from this breeding to any type of pet shop, broker, puppy mill, or high volume breeder.
- M. That every effort will be made to provide a safe and comfortable environment for the Bitch while she is in the Sellers care, and any instructions from the Buyer will be carefully followed; however, under no circumstance will the Stud Dog Owner be legally or financially responsible for the Bitch's actions, or in the event of injury or loss.
- N. That if the Seller deems the Bitch is Uncontrollable, overly destructive, uncontrollable anxiety, neurotic or exhibiting aggressive behaviour, it will be cause to return the bitch to Buyer immediately and without providing or completing this Stud Service Agreement , and with NO refund of the \$250 handling fee.
- O. **Damages and Breach of Contract.** If at any time it is attempted or succeeded by the Buyer to: (1) Breed and hide a litter and/or pups born or sired by the Stud without the Sellers permission, (2) falsify any registration, parentage, or health screening of the bitch or the resulting puppies, (3) Sells or places a pup from the resulting litter as a show and/or breeding prospect without Sellers prior written approval, or (4) export any puppy from the litter to a location outside of the country-of-birth of the litter without Sellers prior written approval. Seller will be entitled to liquidated damages from the Buyer in the minimum sum of twenty five thousand dollars CND (\$25,000.00CND), and the parties agree the said sum is a genuine pre-estimate of the minimal damages for breach of this contract. It is agreed that all legal expenses involved in the necessary court action filled by the Seller due to the Buyers breach of contract, will be the sole responsibility of the Buyer.
- P. **Indemnity and Release.** If any action or failure to act on the part of Buyer shall result in any claim, suit, loss, damage, injury, death, or liability, Buyer agrees to defend, indemnify, and hold Seller harmless and to pay all of Seller's costs and expenses, including reasonable legal fees, any amount paid in settlement and any award or judgment with respect thereto. Buyer releases Seller from any and all liability, costs or damages caused by the Bitch while in Sellers possession, including but not limited to damage to or destruction of property, and injury to any person.
- Q. **Limitation of Action.** Any action or claim brought by Buyer against Seller for breach of this Agreement or for loss due to negligence must be brought within one (1) year of the date such claim or loss occur.

SECTION 6: BINDING CONTRACT

- A. The presentation of Bitch for breeding, or the request that semen be shipped to the Buyer, by the Buyers (bitch owners), signifies agreement to this contract in full, regardless of lack of signature, providing Seller can prove that Buyers have received a copy and reviewed this contract, prior to first breeding date.

B. The Buyer and the Seller have read and understand this Stud Service Contract in its entirety and agree that all parts and portions thereof constitute a binding contract. Further, signature below acknowledges agreement and receipt of the contract by both parties.

This Stud Service Contract shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada.

(Seller)

Date

(Buyer)

Date