

Two Acre Wood Stud Dog Contract

This agreement (“**Agreement**”), dated as of _____, _____ (the “**Effective Date**”), is between Two Acre Wood (Mark & Ashley Sauder) who is the stud dog owner (“**Stud Dog Owner**”), and _____, the bitch owner (“**Bitch Owner**”). The subject of this Agreement is the breeding (“**Breeding**”) of the bitch (“**Bitch**”) and stud dog (“**Stud Dog**”) listed below.

Name of Bitch:

- Date of Birth:
- Color:
- Registry Name (if applicable):
- Registration Number (if applicable):
- Permanent ID (if applicable):
- Health Clearances:

Name of Stud Dog:

- Date of Birth:
- Color:
- Registry Name (if applicable):
- Registration Number (if applicable):
- Permanent ID (if applicable):
- Health Clearances:

1. **Compensation.** Bitch Owner agrees to pay Stud Dog Owner a non-refundable stud service fee (“**Stud Fee**”) of \$ 1400.00 for stud services performed by the Stud Dog. The total of \$ 1400.00 is due before or at the time of breeding (or prior to shipment of semen if semen will be collected and shipped). All payments due under this Agreement shall be made in US Dollars via payments through Good Dog, cash, or check (due five days before stud service to allow check to clear).
2. **Stud Fee Puppies.** Stud Dog Owner has a right to 0 pupp(y)(ies), which may be selected by [Stud Dog Owner / Bitch Owner / an agent] and will be the 0 (e.g., first or second) pick after the Bitch Owner. The stud fee puppy must be selected within 0 weeks of the puppies being born. In exchange for the stud fee pupp(y)(ies), Stud Dog Owner agrees to reduce the Stud Fee by \$ 0.00.
3. **Breeding & Litter**
 - a. **Breeding.** This breeding will be:
 - a natural breeding
 - fresh semen via artificial insemination (aka side by side artificial insemination (AI))
 - with fresh, chilled semen via AI or transcervical insemination (TI) surgical

implantation

with frozen semen via transcervical insemination or surgical implantation

The parties agree that any AI or TI must be performed by a licensed veterinarian or breeder.

- b. **Semen Collections.** Stud Dog Owner agrees to provide up to 0 semen collections (up to frozen semen collections) and shipments for non-local breedings and up to 3 natural breedings (with a negative Brucellosis test) or side-by-side AIs for local breeding. Bitch Owner shall be responsible for all expenses associated with collecting and shipping such semen or reproductive testing such as brucellosis and progesterone testing, etc.
- c. **Repeat Breedings.** Stud Dog Owner guarantees a live litter (defined as 3 or more puppies) from the Breeding. If a litter does not result from the Breeding, Stud Dog Owner agrees to provide a repeat breeding to the same Bitch on the Bitch's next heat cycle. Should the Bitch not conceive a live litter the Bitch Owner agrees to provide documentation from a veterinarian or present the Bitch to the Stud Dog Owner, or provide live video of the Bitch before a repeat breeding is provided.
- d. **Breeding Expenses.** Bitch Owner agrees to pay all expenses incurred for the purpose of the Breeding at the time in which they are incurred, including, but not limited to, transportation of the Bitch, all veterinary costs, artificial insemination costs, semen collection (fresh, chilled, or frozen), and shipping of the same, as applicable; provided that the Stud Dog Owner shall pay for collection/AI in the case of a natural breeding where the Stud Dog cannot breed the Bitch.
- e. **Vaccinations and Exams.** Bitch Owner agrees to accept full responsibility to ensure that all offspring resulting from the Breeding be treated for parasites and receive vet recommended vaccines.

4. **Bitch Owner Obligations.** Bitch Owner represents, warrants and agrees as follows:

- a. **Bitch.** The Bitch is healthy, of sound and stable temperament, is of breeding quality, disease and parasite-free and will be groomed and bathed before she is shipped or brought to be bred (if applicable). The Bitch has not recently been exposed to any stud dog prior to the Breeding.
- b. **Documentation.** To provide Stud Dog Owner (i) a negative Brucellosis test within 7 days of the Breeding; (ii) documentation showing the Bitch is in good health, current on all vaccine records.
- c. **Stud Dog Owner's Right of Refusal.** Stud Dog Owner has the right to return the Bitch to Bitch Owner or refuse to breed the Stud Dog to the Bitch, if Stud Dog Owner determines (in its reasonable discretion) that the Bitch is not in the proper physical condition upon arrival. In such a case, Bitch Owner agrees to accept financial responsibility for all reasonable costs incurred in the return of the Bitch.
- d. **Notification.** To notify Stud Dog Owner of the birth and number of puppies within 3 weeks of the whelping.
- e. **Emergency Care.** If the Bitch is in the care of Stud Dog Owner, Bitch Owner hereby grants Stud Dog Owner permission to authorize veterinary services for the Bitch in the event of an emergency, or if the breeding Dog's health or continued health appears to be in jeopardy. Stud Dog Owner will make every effort to contact the Bitch Owner to update and seek approval. Stud Dog Owner reserves the right to use discretion in seeking such services and agrees to notify Bitch Owner as soon as possible if such services do become necessary. Bitch Owner shall be responsible for and promptly pay all veterinary costs incurred.
- f. **No Stud Dog Owner Liability for Disease or Injury.** Stud Dog Owner shall have no responsibility for any disease contracted by the Bitch or injury resulting to the Bitch that is not a direct result of

the Breeding; provided that the Stud Dog Owner has taken reasonable care of the Bitch and has not acted with gross negligence.

- g. Stud Dog Owner has the right to muzzle the Bitch during breeding to ensure safety of Stud Dog and persons present, if needed.

5. **Stud Dog Owner Obligations.** Stud Dog Owner represents, warrants and agrees as follows:

- a. Stud Dog. The Stud Dog is healthy, of sound and stable temperament, is of breeding quality, is parasite and disease-free and, if a natural breeding, will be groomed and bathed before the Breeding.
- b. Stud Dog Documentation. (i) documentation showing that the Stud Dog is in good physical condition with a negative Brucellosis test within 3 months of the breeding unless the Bitch Owner requests a test within 7 days of breeding; (ii) documentation showing the Stud Dog is in good health, current on all vaccinations; and (iii) documentation of current health clearances prior to the Breeding.
- c. Bitch Care. The owner of the stud dog shall exercise due caution in handling and care of the bitch including keeping a leash on the Bitch, when loose keeping the Bitch in a contained area, etc. but is not liable for any injuries, illnesses, or loss of the bitch.
- d. Litter Registration. To sign and return the litter registration to Bitch Owner within 5 days of receiving notification.
- e. No Bitch Owner Liability for Disease or Injury. Bitch Owner shall have no responsibility for any disease contracted by the Stud Dog or injury resulting to the Stud Dog that is not a direct result of the Breeding.

6. **Placement of Puppies**

- a. Bitch Owner Obligations. Bitch Owner agrees not to transfer ownership, in any way, of any puppy resulting from the Breeding to any person or organization whose intent is to resell, trade, or give away the puppy to use it in any laboratory experiments (including, but not limited to, pet shops and pet shop owners, and research laboratories.)

7. **Confidentiality of Disputes.** Bitch Owner and Stud Dog Owner agree, that in the event of a dispute between them, neither will publish or communicate the existence or content of such dispute in any media or forum, including social media, provided that this provision shall not prevent either party from bringing legal action or engaging in confidential mediation.

8. **Agreement to Mediate.** If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.

9. **Governing Law.** This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to the conflicts of laws provisions thereof.

10. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior or contemporaneous agreements, negotiations, discussions and understandings, written or oral, between the parties with respect to such subject matter. Neither party may assign, transfer, or subcontract any obligations (or rights) under this Agreement without the prior written consent of the other party. No changes, modifications or waivers to this Agreement will be effective unless in writing and signed by both parties. In the event that any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement may be executed in any number of counterparts and such counterparts together shall constitute the same instrument. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, Bitch Owner and Stud Dog Owner have executed this Agreement effective as of the Effective Date.

BITCH OWNER:

STUD DOG OWNER:

Name: _____
Address: _____

Email: _____
Phone: _____
Date: _____

Name: _____
Address: _____

Email: _____
Phone: _____
Date: _____

WITNESS (if present):

DATE:
