

STUD SERVICE CONTRACT

On this ____ day of _____, _____, herein referred to as Stud Dog Owner, and the owner of _____, and Hierarchy Kennel, herein referred to as Bitch Owner, and the owner of _____ hereby agree to two breeding with their respective dog and bitch, by method of artificial insemination, to include the following terms and conditions:

Stud Dog Owner

Stud Dog Owner Name: Dionne Perry-Johnson	Breed: Cane Corso
Address: 3070 Ward dr.	Stud name:
	DOB:
	Registration #
City, State, Zipcode Winston, GA. 30187	Color:
Email address: dionne.m.perry@gmail.com	Micropchip#
	DNA#
Stud Fee \$ 2500 _____ / \$1500, Pick Puppy _____	OFA/PennHip#

Bitch

Bitch Owner name:	Breed:
Co/Owner:	Bitch name:
Address:	Registration #
	Color:
City, State, Zipcode	Micropchip#
Email address:	OFA/PennHip#
Email address:	

Mutual Agreements by both parties**A. Agreement by Owner of the Stud Dog, breeding by artificial insemination**

1. The Stud Dog Owner agrees that collection of sperm will be made on the dates provided by the Bitch Owner.
2. The Stud Dog Owner agrees that the collections shipped must be considered viable for breeding by veterinary standards for artificial insemination. Collections will be shipped in special cold packed boxes.

3. The Stud Dog Owner agrees that shipment of the collections will take place on the dates requested, unless in the event of a natural disaster or national emergency resulting in the halt of veterinary services and/or transport carriers.

4. Upon validation of this contract Stud Dog Owner agrees to furnish Breeder (Bitch) with the following as it pertains to said stud:

- Copy of Brucellosis test results
- DNA Deposit number/copy official document
- OFA and/or Penn Hip certificate.
- Copy of ANY/ALL registration papers, titles
- A four to six generation pedigree
- At least two color pictures
- AKC required paper work to register litter

5. Bitch owner agrees to furnish Stud Dog owner with the following as it pertains to the said bitch prior to delivery of stud service:

- Copy of Brucellosis test results
- OFA and/or Penn Hip certificate.
- Copy of ANY/ALL registration papers, titles
- A four to six generation pedigree
- At least two color
- Progesterone testing
- A.I. Specialist

B. Agreement by The Owner of the Bitch for breeding by artificial insemination

1. The Bitch Owner will provide the Stud Dog Owner with two dates for insemination based on testing done to predict ovulation by the veterinarian of the Bitch Owner. Both parties agree that if the bitch fails to become pregnant, a return stud service from the Stud Dog Owner will be given to the same bitch without an additional stud fee within first year of the first mating. Progesterone testing has to be done prior to breeding, if it is not done prior to breeding stud contract is void.

- Both parties agree that if the stud dog dies or becomes unavailable, a return stud service will be offered by Stud Dog Owners choice.
- Both parties understand that the stud may not collect as expected an every effort will be made by the stud owner to ship the collection on time or provide stud from a different stud if agreed by bitch owner. However no refund will be given if the bitch owner has already inseminated the bitch with 1 shipment.

2. The Bitch Owner agrees to give the Owner of the Stud Dog forty-eight (48) hours notice prior to desired shipment date of collections.
3. The Bitch Owner agrees that artificial inseminations will be preformed by a veterinarian with prior “frozen” artificial insemination experience.
4. The Bitch Owner agrees to pay all shipment fees and/or delivery charges to the Stud Dog Owner in addition to the stud fee. The Bitch Owner also agrees to return shipping boxes via regular mail within 10 days.
5. The Bitch Owner agrees to pay for all veterinary and shipping fees associated with a return stud service, if one transpires.
6. Breeder agrees to the following regarding the litter(s) that result(s) from this and/or return breeding:
 - All non-lethal disqualifying mis-marked puppies will be sold only as pets with limited registration and spay/neuter contracts only.
 - All puppies (pet or show quality) sold from this litter will be sold with puppy contracts the same as or similar to Stud Dog Owner`s contracts.
 - Only retained or co-owned puppies will have breeding rights, all puppies sold that are not co-owned or retained by Bitch owner will be sold as limited registration.
 - Breeder warrants that ABSOLUTELY NO puppies from this breeding will be sold into or by the commercial dog market. This includes but is not limited to Pet Stores, Puppy Mills, and Mall stores. Failure to ensure this on the part of the Breeder could result in suit of damages.
 - Breeder warrants that ABSOLUTELY NO puppies from this breeding will be released to or handed into any Shelter, SPCA, Humane Society, or Rescue.
 - Bitch owner (breeder) must take back all puppies if the owner is no longer able to own said puppy.
7. Both parties agree that if the bitch changes ownership, the right of return stud service is at the discretion of the Stud Dog Owner.

If the dam fails to whelp or whelps fewer than two living puppies at birth, the owner of the dam must notify the stud dog owner not more than 70 days after the date of the last mating. There shall be no refund in whole or part, but a return service to the same stud shall be provided at the same bitch's next heat if both are still available; if not available, to an agreed alternate.

If a dam fails to whelp or give birth to two living puppies as a result of this second mating, then this agreement shall be terminated and the stud dog owner shall have no further obligations.

D. Additional terms to this agreement: _____.

E. Payment for stud service:

The Owner of the Stud Dog and Owner of the Bitch agree Payment for stud service is \$ _2500_ USD or \$1500 USD & First Pick puppy back, frozen shipping fee of \$ _____ USD. Contract is broken by either parties this contract will be voided. If contract is Voided by Stud owner full refund of stud services, and if any fund transfer fee will be refunded within 7 business days. Leaving injured parties in original status.

Puppy Back Clause:

ALL Puppies will be shown and photographed

Stud dog owner will select puppy no later then 8 weeks of age

Puppy Registration will be delivered no later then his or her four month birthday

Puppy will be under Hierarchy kennel name with full registration

APPLICABLE LAW AND VENUE

1. Contract is not valid unless it is signed and dated by both Buyer and Seller. Buyer must return a signed original copy of the contract. If signed copy is not returned, no guarantees will be honored by Seller. All guarantees are null and void if Buyer fails to follow any of the above stated terms.
2. Buyer and Seller agree that the proper venue for any legal action to enforce the terms and conditions of the contract shall lie in Douglas County, Georgia and that the contract shall be interpreted in accordance with the laws of the State of Georgia.
3. If any term or provision of this contract is hold by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions shall continue in full force and effect and shall in no way be effected, impaired or invalidated.
4. *This contract is legally binding. Any violation of this contract will result in a judgment in small claims court for breach of contract in the amount of \$ 2500.00 per puppy born in litter. All court actions and proceeding will be filed in Douglas County, Georgia.*

TRANSFERABILITY

- This contract is limited between Sell and 1st Buyer. It is not held transferable to a third party.
- Upon signing below, both Buyer and Seller agree to all terms stated within this contract.

I have read the above stud contract and agree to all terms and conditions, and by my signature acknowledge having received a copy of this agreement:

BY: Dionne Perry-Johnson STUD DOG OWNER

Date:

BY: _____ BITCH OWNER

Date: _____