

# Tucker Creek Australian Shepherds

3020 Highway 61

Slate River Ontario, Canada P7J 0G8

Tel: 807-473-5629 e-mail tuckercr@tbaytel.net

## STUD SERVICE CONTRACT

This is to certify that the STUD DOG named as Tucker Creek's \_\_\_\_\_ will be used for breeding to \_\_\_\_\_. It will be determined whether a live cover or chilled semen will be shipped to make the intended breeding. The cost for Stud Service has been agreed upon by both parties as \$1500.00. Frozen semen is unique to breeding live or using fresh chilled semen and is outlined in each part of this agreement. For information on Frozen semen see below.

### Name of Bitch:

Date of Birth:

Colour:

ASCA CKC AKC Numbers:

OFA Health Clearances:

### Name of Dog:

Date of Birth:

Colour:

ASCA CKC AKC Numbers:

OFA Health Clearances:

**DNA #:**

### Conditions of Service

#### I. COMPENSATION (ADMINISTRATIVE AND STUD FEES)

A) BREEDER agrees to pay SDO (stud dog owner) a non-refundable administrative fee of \$200.00 (Two Hundred Dollars) . The administrative fee is due at the time of breeding (or prior to shipping of semen if semen is to be collected and shipped) and the stud service fee is due two (2) weeks post-whelp. All fees are to be paid in cash, money order, PayPal or cashier's cheque. (average cost of Brucellosis test is \$163.00)

B) The stud fee for this mating is \$1500.00 to be paid in US funds. The non refundable administrative fee will be considered part of this stud fee, but as mentioned above, is non refundable. If the breeding fails, see conditions that follow.

C) BREEDER understands and agrees the administrative and stud fees, once

\_\_\_\_\_  
Breeder  
Initials

paid, are non-refundable.

- D) The fee is payable at or before the time of mating by certified Cheque, or cash, and or credit card payable to the account of Tanya Wheeler at a vet clinic she is a patron of. All fees are payment for the stud service only are not to be construed as a guarantee of puppies.
- E) If the bitch fails to whelp or whelps fewer than two living puppies at birth, the owner of the bitch agrees to notify the stud dog owner not more than 65 days after the last mating. There shall be no refund in part or whole but a return service to the same stud shall be provided to the same bitch next heat if both are still available; if not, to an agreed alternate.
- F) Additional fees will be billed to the BREEDER and may include the approximated costs based on previous service; in the case of 1) collecting and preparing and shipping chilled semen – additional costs will apply example: 2) Vet fees for collecting, preparing and preparing semen for shipping, 3) FEDEX or courier fees fro shipping to BREEDER, 4) Breeding Kits from Repro supplier including styrofoam shipping box, extender and cooler packs, travel to and from the vet clinic and courier (estimated 2 trips per breeding).

## II. BREEDING & LITTER CONSIDERATIONS

- A) This breeding will be:
  - i) a natural breeding \_\_\_ fresh semen via artificial insemination\_\_\_ (aka side by side AI),
  - ii) with shipped fresh, chilled semen \_\_\_ via AI or trans-cervical insemination or surgical implantation,
- B) For **Fresh Chilled Semen**, the SDO agrees to provide up to two (2) semen collections and shipments for non-local breeding (expenses associated with collecting and shipping is the responsibility of BREEDER) and up to three (3) natural breedings or side-by-side AIs for local breeding. SDO agrees to deliver Stud Dog to a veterinarian of BREEDER's choice within a one (1) hour drive of SDO's home for collection and shipment at no charge if so requested by BREEDER. SDO will collect and AI the bitch if bitch is with SDO at the time of breeding at BREEDER's request at no additional charge; however, SDO assumes NO LIABILITY whatsoever for doing so.
- C) SDO does not guarantee any puppies will result from this breeding; however, if BREEDER so chooses, SDO will provide a repeat breeding to the same bitch (or other bitch owned or co-owned by BREEDER, if approved by SDO) to the same Stud Dog (if available) on the bitch's next heat cycle. The same terms of this Agreement will apply to the repeat breeding as well, except that instead of a non-refundable administrative fee of \$200.00 (Two Hundred dollars), the non-refundable administrative fee will be reduced to \$100.00 (One Hundred Dollars)

\_\_\_\_\_  
Breeder  
Initials

- D) If ownership of the bitch changes, right of return service shall be at the option of the stud dog owner.
- E) If the bitch fails to whelp or give birth to 1 living puppy as a result of the second mating, then this agreement shall be terminated and the stud dog owner shall have no further obligations.

**III. FROZEN SEMEN - with frozen semen \_\_\_ via trans-cervical insemination or surgical implantation. Ignore this section if you are not purchasing frozen semen.**

- A) For FROZEN SEMEN, breeding comes under special consideration. If the BREEDER chooses to purchase FROZEN SEMEN, they must understand that if the semen is from an already deceased male, there is no opportunity for a refund. If the said Frozen Semen is from a male who is still living and producing viable semen, a live cover or shipment of chilled semen for a repeat breeding can be provided to the BREEDER. There shall be no refund in part or whole but a return service to the same stud shall be provided to the same bitch next heat if both are still available; if not, to an agreed alternate.
- B) For FROZEN SEMEN - continued; The same terms of this Agreement will apply to the repeat breeding as well, except that instead of a non-refundable administrative fee of \$200.00 (Two Hundred dollars), the non-refundable administrative fee will be reduced to \$100.00 (One Hundred Dollars). If there is an additional cost to collect and ship more frozen semen, then this option will need to be discussed, as there would be significant cost for “re-collection”, freezing and shipping.
- C) SDO does not guarantee any puppies will result from this breeding; however, if BREEDER so chooses, SDO will provide a repeat **LIVE breeding** to the same bitch if the sire is viable (or other bitch owned or co-owned by BREEDER, if approved by SDO) to the same Stud Dog (if available) on the bitch’s next heat cycle.
- D) If ownership of the bitch changes, right of return service shall be at the option of the stud dog owner.
- E) If the bitch fails to whelp or give birth to 1 living puppy as a result of the second mating, then this agreement shall be terminated and the stud dog owner shall have no further obligations.
- F) Typical procedure for Frozen Semen is a release form to be signed by the SDO once stud fee has been paid in full, and released to Vet clinic storing the semen. The BREEDER then contacts the Vet Clinic to arrange shipping and payment for shipping.
- G) If the BREEDER chooses to try the bitch again with live cover or fresh chilled semen, additional fees will be billed to the BREEDER and may include the approximated costs based on previous service for fresh chilled or live cover; in the case of collecting and preparing and shipping chilled semen – additional costs will apply example: Vet fees for collecting, preparing and

\_\_\_\_\_  
Breeder  
Initials

preparing semen for shipping, FEDEX or courier fees fro shipping to BREEDER, Breeding from Repro supplier including styrofoam shipping box, extender and cooler packs, travel to and from the vet clinic and courier (estimated 2 trips per breeding).

#### **IV. DAM & BREEDER CONSIDERATIONS**

- A) BREEDER hereby attests that bitch is healthy, of sound and stable temperament, is of breeding quality, and will be groomed, bathed, and any parasites removed before she is shipped / brought to SDO to be bred.
- B) BREEDER agrees to provide a four (4) generation pedigree of the bitch.
- C) BREEDER agrees to provide veterinary certificate of current clear Brucellosis test. NOTE: This requirement may be waived if no natural/live cover breeding is to take place.
- D) BREEDER agrees to provide proof the bitch in good health, current on all vaccinations, and in season.
- E) BREEDER warrants that this bitch has not been exposed to any stud dog prior to her arrival.
- F) BREEDER agrees to notify SDO, in writing, no later than 70 days after mating of the results from the mating.
- G) For the duration of her mating season, BREEDER agrees to keep the bitch properly confined following the breeding to ensure no other dog could mate her accidentally. If such accidental breeding does occur, BREEDER agrees to notify SDO within 72 hours. In addition, BREEDER agrees to have each puppy DNA profiled to establish parentage PRIOR to selling, giving away, or otherwise placing any puppy.
- H) If bitch remains in the care of SDO, BREEDER hereby grants SDO permission to authorize veterinary services for the bitch in the event of an emergency, or if the bitch's health or continued health appears to be in jeopardy. SDO reserves the right to use discretion in seeking such services and promises to notify BREEDER promptly when such services are sought and BREEDER agrees to be responsible for and promptly pay all veterinary costs incurred.
- I) **AUSSIES:** The following items are required prior to or at the time of service; a photograph, photocopies of ASCA, AKC or CKC registration, 4 generation pedigree, current negative Brucellosis, current vaccination and worming (if live breeding takes place) Hips and Eye clearance, Health Certificate, titles, DNA clearances to include DM, CEA, PRA, HC/HSF4, MDR1, and other available health tests (can be discussed). Sire owner will provide the same to bitch owner. Both sire and dam, as guaranteed by their owners, have full dentition and scissors bite.
- J) **JACK RUSSELS:** BREEDER agrees to provide proof of current health clearances prior to breeding. At a minimum, unless otherwise mutually agreed to, health clearances must include, the following health clearances will also be provided, but are not required: Passing Patellas, Eye CERF, DNA testing

testing for DM, Late Onset Ataxia(LOA), spinocerebellar ataxia (SCA) and primary lens luxation (PLL). (clear/not affected or carrier, if approved by SDO). Correct bite.

#### **V. SIRE & SDO CONSIDERATIONS**

- A) SDO agrees to provide BREEDER with a four (4) generation pedigree of the stud dog.
- B) SDO agrees to take normal and adequate care of the bitch while in SDO's charge.
- C) SDO reserves the right to return the bitch to BREEDER or refuse to breed said dog to bitch, if SDO deems the bitch is not in the proper physical condition upon arrival. In such case, BREEDER agrees to accept financial responsibility for all costs incurred in the return of the bitch.
- D) SDO agrees to provide proof that the stud dog in good physical condition with a current, negative Brucellosis test. NOTE: This requirement may be waived if no natural/live cover breeding is to take place.
- E) SDO agrees to sign the litter registration and return to BREEDER as soon as full compensation has occurred and the terms of this Agreement have been met.

#### **VI. SALE OF PUPPIES**

- A) BREEDER does hereby agree and make absolute promise that BREEDER will not transfer ownership, in any way, of any puppy resulting from this breeding to any person or organization whose intent is to resell, trade, or give away the puppy; or to use it in any laboratory experiments. This includes, but is not limited to, pet shops and pet shop owners, and research laboratories.
- B) BREEDER further agrees and does make absolute promise that BREEDER will not knowingly sell, trade, or give away a puppy resulting from this breeding to a known puppy mill or person whose primary intent is to breed and produce litters from the dog, including breeders who breed against the Australian Shepherd standard (such as breeding off / disqualifying colours, coats, minis, or mixes). The puppies resulting from this breeding shall be placed into loving family homes that will care for the health and well-being of the puppy.
- C) BREEDER also agrees to make known to SDO where pups are placed and with whom for SDO's purpose of seeing what the stud has produced, if SDO so desires.
- D) BREEDER agrees to be responsible for the offspring of this breeding and further agrees to take back puppies and place them if the owner(s) can no longer keep them. BREEDER agrees, in no case, will BREEDER knowingly allow the puppies/dogs resulting from this breeding be allowed to be placed into an animal shelter, rescue, or animal control facility.
- E) SDO agrees to help in the placement of these puppies should BREEDER need assistance, at a fee of \$400 per puppy place (can be negotiated).

- F) SDO agrees to evaluate the puppies at an age between seven (7) and eight (8) weeks of age and provide BREEDER with an opinion of each puppy produced, if so desired by BREEDER. If SDO is not able to travel to BREEDER's home for the evaluation, SDO agrees to evaluate the puppies via pictures and videos provided by BREEDER.
- G) BREEDER agrees to maintain breeding and litter records in accordance with ASCA, CKC AKC regulations.
- H) BREEDER agrees to require that all puppies sold for show/breeding must be checked and have the necessary health clearances before being bred (for example eye, hip, brucellosis etc.).

#### **VII. LIABILITY**

- A) If in the care of SDO, SDO will provide reasonable care of the bitch to be bred. SDO shall not be responsible for the loss of the bitch due to injury, illness, theft, fire, or like circumstance.
- B) SDO shall not assume responsibility for any disease contracted by the bitch or injury resulting to the bitch that is not a direct result of this service.
- C) BREEDER shall not assume responsibility for any disease contracted by the stud dog or injury resulting to the stud dog or to SDO that is not a direct result of this stud service.

As witnessed by the signatures below, each party attests they are the owner(s) or agent(s) of dogs referenced in this Agreement. Further, BREEDER and SDO have thoroughly read and understand the contents of the entirety of this Agreement and acknowledge this to be a true and binding contract. By the signing of this Agreement, BREEDER and SDO, do hereby agree and make absolute promise to abide by its terms and conditions.

BREEDER and SDO further agree that this Agreement falls under the jurisdiction of the State of California, in the county of El Dorado. It is agreed the place of venue of any legal proceedings shall be in El Dorado County, California

As witnessed by the signatures below:

BREEDER bitch owner \_\_\_\_\_

SDO - Stud dog owner \_\_\_\_\_

jointly agree, in full, of the Stud Agreement as set forth above.

Agreed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between:

BREEDER:

STUD DOG OWNER:

\_\_\_\_\_  
Name:

Address:

Address:

Address:

Phone:

Email:

\_\_\_\_\_  
Name: Tanya Wheeler

Address: 3020 Highway 61

Address: Slate River, Ontario

Address: P7J 0G8

Phone: 807-473-5629

Email: tucker@taylorbaytel.net

