

## **STUD CONTRACT (updated 7/2018)**

For the valuable consideration set forth below and pursuant to the terms set forth in this Contract, the following stud and the following bitch will be bred together.

\$1,200 natural breeding (hereinafter the Stud Fee) ...FROZEN NOT AVAILABLE

Stud Owner: Steve & Anne Shope (hereinafter referred to as Stud Owner, whether singular or plural)

Signed (executed) in duplicate so Bitch Owner has an original and Stud Owner has an original.

### **STUD DESCRIPTION (hereinafter "Stud"):**

\_\_\_\_ RTCH Legends Country Strong Garth CDX ODX REMX, therapy certified, DNA-VP (call name: GARTH)

Clearances: OFA-Excellent, Elbows-Normal, MDR1 N/N by parentage, HSF4 clear by parentage, eye cleared 2018, full dentition, scissors bite, brucellosis cleared 7/2018

Proof of all health clearances named above, together with pictures of Garth, proof of titles earned, and pictures of many greats in his pedigree furnished upon request, along with a five generation pedigree.

**BITCH DESCRIPTION (hereinafter "Bitch"):** Must be a minimum of two years of age and be a purebred ASCA registered Australian Shepherd.

Registered & Call Name: \_\_\_\_\_

Clearances (Mandatory Minimum: DNA Certificate, OFA or Penn-Hip Certificate on hips (or European equivalent), dentition and bite disclosed, and current eye clearance within one year- attach a copy of all clearances, plus brucellosis test current within 60 days). Proof of clearances may be emailed or sent via USPS.

Pedigree: (Attach or email a copy of a five-generation pedigree and copies of registrations)

Physical Description (attach a picture or send video via email or USPS):

Reproduction history if the Bitch has had previous litters: (number of pups on the ground, feedback on health, dentition, titles & structure of offspring)

Owner(s) of the Bitch are hereinafter referred to as Bitch Owner, whether singular or plural:

### **STUD OWNERS AND BITCH OWNER mutually agree:**

1) The Stud Fee in its entirety is payable by Bitch Owner to the Stud Owner at the time the Bitch arrives to be bred. Any expenses for estrus testing or artificial insemination of the Bitch or collection of the stud will be borne by the Bitch Owner.

Stud Owner may take one pup back (1st pick as named by Stud Owner) in lieu of any stud fee ONLY if agreed upon by all parties prior to the breeding. Pup may carry the Stud Owners' kennel name. (parties, initial here, only if applicable: \_\_\_\_\_).

2) Stud Owner will sign any litter registration paperwork once the entire Stud Fee has been paid in full and funds have cleared the Stud Owner's bank. Any insufficient funds will result in an additional fee of \$50 and no paperwork will be signed until all the funds have been made good.

3). Any pup produced with a color disqualification according to the ASCA breed standard must be placed on a spay/neuter contract unless exempted by the Stud Owner. Pups from this litter placed intact must be sold, gifted, or placed with the written understanding they are not to be bred to anything other than a purebred and registered Australian Shepherd of age with proof of certified clearances on hips and eyes.

4) Upon arrival to be bred to the Stud, the Bitch Owner will furnish proof of the Bitch being brucellosis cleared and testing negative. The Stud Owner will produce proof of the stud being brucellosis cleared and testing negative with said date of clearance being within six months of the breeding of the Bitch and Stud.

5) The Boarding fee for the Bitch is \$15 per day after the first two days on site. Bitches being flown to the Stud Owners should fly them into the Albuquerque International Airport which is approximately 15 minutes from Stud Owner's home. Bitch owners accompanying their bitch to be bred may stay on site for \$15 per day.

6) Stud Owner guarantees three live and healthy pups to any Bitch two to seven years of age. Stud Owner guarantees one live and healthy pup to any Bitch eight years or older. No Bitch under two will be approved for breeding. The Bitch may be rebred to the Stud within a one-year period of time if the quantity guaranteed is not produced. If using fresh sperm, all vet expenses for the recollection and shipping are at the Bitch Owner's expense. If the Stud is no longer viable for reproduction, the stud fee is forfeited by the Bitch Owner.

7) The Bitch owner will notify the Stud Owner when pups are born (colors and sexes) and when and where pups are placed and if any titles are earned on these pups.

8) The Stud Owner and the Bitch Owner both concur to timely notify each other of any genetic issues that arise in either the Stud, the Bitch or in the puppies produced from this breeding.

9) This Contract cannot be amended or altered without the express written permission of all owners of the Stud and the Bitch. If any party to this Contract feels there has been a breach, suit shall be brought in the county and state of the Stud Owners.

10) Bitch Owner agrees to hold the Stud Owner harmless from any all liability (this includes illness, injury or death of the Bitch or the Bitch Owner or those accompanying the Bitch Owner, or theft of or injury to Bitch Owner's personal property) while the Bitch Owner or the Bitch are visiting or housed at the Stud Owner's premises. If the Bitch is to be boarded, Stud Owner shall house and care for the bitch according to the Bitch Owner's instructions and timely seek medical attention as the Stud Owner or Bitch Owner

deem necessary and applicable. Any medical attention shall be the financial responsibility of the Bitch Owner.

STUD OWNER:

address: 530 Lagunitas Road, SW, Albuquerque, NM 87105-7574

email: [shopes@legendsaussies.com](mailto:shopes@legendsaussies.com) or [legendsranch@hotmail.com](mailto:legendsranch@hotmail.com)

landline: (505) 508-1971

\_\_\_\_\_ Steve Shope (505) 328-0573/verizon

\_\_\_\_\_ Anne Shope (505) 328-6427/verizon

BITCH OWNER: If more than one Bitch Owner, then whoever signs must have written permission from the other owners to act on their behalf and that written permission MUST accompany this Contract.

Address:

Email:

Phone:

\_\_\_\_\_

\_\_\_\_\_

The Bitch was bred to the Stud on: