

This agreement dated as of _____, 20____ is between the stud dog owner and the _____ bitch owner. The subject of this Agreement is the breeding of the stud dog. Listed below

Name of Bitch:

Date of Birth:
Color:
Registry Name:
Registration Number:
Permanent ID:
Health Clearances:

Name of Stud Dog

Date of Birth:
Color:
Registry Name:
Registry Number:
Permanent ID
Health Clearances:

1. **Compensation:** Bitch Owner agrees to pay Stud Dog Owner (a) administrative fee of \$500.00 At the time of Breeding. All payments under this agreement shall be made in US dollars and paid to Medicine Lodge Poms.
2. **Stud Fee Puppies:** Stud Dog Owner has a right to one puppy which may be selected by Stud Owner and will be the payment for that breeding. The stud fee puppy must be selected by 8 weeks of age. Owner's kennel name must appear first on any registration paperwork for such stud fee puppy, All payments under this agreement must be in US dollars.
3. **Breeding & Litter**
 - a. **Breeding.** This breeding will be:
a Natural breeding.
 - b. **Repeat Breedings.** Stud Dog Owner does not guarantee any puppies will result from the Breeding; provided that if no puppies result from the Breeding, Medicine Lodge Poms guarantees no live puppies from the Breeding and if no live puppies do not result from the Breeding. Stud dog owner agrees to provide one repeat breeding to the same bitch (or their bitch owned and selected by Bitch Owner and acceptable to Stud Dog Owner) to the same Stud Dog.
 - c. **Breeding Expenses:** Both 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. Stud dog owner will be responsible for collection of the semen if Stud dog is unable to breed successfully.
 - d. **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 vaccines, dew claw removal when indicated or as needed.

4. Bitch Owners Obligation

- 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. The bitch has not recently been exposed to any stud dog prior to the Breeding.

- b. **Documentation.** To provide Stud Dog Owner. A 3 generation pedigree of the Bitch. A Negative Brucellosis test within 10 days of breeding. Documentation showing the Bitch is in good health current on all vaccinations and in season; and documentation of current health clearances prior to the Breeding.
- c. **Stud Dog Owner 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 in writing (by email), of the birth and number o puppies.
- e. **Accidental Breedings:** To keep the Bitch properly confined following the Breeding for the duration of her heat cycle to ensure there are no accidental breedings. If such accidental breeding does occur, Bitch Owner agrees to notify Stud Dog Owner within 1 day. In addition Bitch owner agrees to have each puppy from such accidental breeding DNA profiled to establish parentage prior to selling giving away or otherwise place any puppy.
- f.. **Emergency Care:** If the Bitch is in the care of Stud Dog Owner Bitch Owner hereby grants Stud Owner Permission to authorize veterinary services for Bitch in the event of an emergency, or if the Breeding's Dog's health or continued health appears to be in jeopardy, 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 become necessary. Both Owner shall be responsible for and promptly pay all veterinary cost incurred

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

- a. **Stud Dog.** The Stud Dog is Healthy of sound ad stable temperament is of breeding quality is parasite and disease-free and if a natural breeding, Weill be groomed. And bathe before the Breeding.
- b. **Stud Dog Documentation:** To provide Bitch Owner a 4 generation pedigree of the Stud Dog. Documentation that the Stud Dog is in good physical condition with a negative Brucellosis test within10 days of the Breeding. Documentation showing the Stud Dog is in good health, current on all vaccinations; and documentation of current health clearances prior to the Breeding.
- c. **Both Care:** the owner of the stud dog shall exercise due caution in handling an care of the bitch but is not liable for any injuries, illnesses, or loss of the bitch.

d. Litter Registration: To sign and return the litter registration to Bath Owner as soon as full compensation has been received.

7. Confidentiality of Disputes. Bitch owner and Stud Dog Owner agree, that in the event of a input between the, neither will publish or communicate the existence or content of such dispute In any media or forum, including social media, provide that this provision shall to 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 theorem 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 out 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 Montana without regard to the conflicts of laws provisions thereof .

In witness whereof, Bitch Owner and Stud Dog Owner have executed this Agreement effective as of the Effective date _____

Bitch Owner

Stud Owner

Name.

Name:

Address.

Address:

Email.

Email:

Phone:

Phone: