Maicey’s Star Doodles

Maicey Tankersley & Justin Marks

Cell Phone Number: 606-312-0002

Email: maicey.marks16@gmail.com

Stud Dog Contract

This agreement, dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, is between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the stud owner, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the female owner. The subject of this Agreement is the breeding of the female and stud dog listed below.

Name of Female Dog:

•Date of Birth:

•Color:

•Registry Name (If AKC/CKC):

•Registration Number (If AKC/CKC):

•Health Clearances:

•Rabies tag #:

•Microchip #:

•Last vet visit/updated vaccines?

Name of Stud Dog:

•Date of Birth:

•Color:

•Registry Name:

•Registration Number:

•Health Clearances:

•If you plan to stay onsite with your female for stud services, we will do all services outside in our front/backyard.

\*[This is to protect our future litters from parvovirus/kennel cough etc. potentially being tracked into our home; [male dogs also like to mark when in-season females are around and we would prefer that to be outside]

•We also ask if you have children or other dogs/animals that are coming with you, they stay in the car with someone able to supervise them during the breeding, this is to keep distractions at a minimum so our stud can properly preform.

•Please make plans to be at the stud owners residence for 2-4 hours, if you are staying onsite with your female.

Compensation:

Female dog Owner agrees to pay Stud Dog Owner a [non-refundable] stud service fee of $100 for stud services performed by the Stud Dog, deposit goes towards total stud fee balance.

•Stud fee is to be paid in full, upfront, in cash before breeding takes place.

•If you are paying with a check & you are coming out of state & do not have an in-state Kentucky bank, you must notify the stud owner beforehand & send the check before breeding so the check can be cleared by the bank.

[If you have a local KY bank, I can take your check to your bank & cash it there]

All payments due under this Agreement shall be made in US Dollars via cash or PayPal-{FRIENDS & FAMILY ONLY}

(For Deposit Only).

Stud fee:

Stud fee in the amount of $1,000 (one-thousand) dollars, plus shipping fees is due before shipment is sent out, for this breeding.

**\*It is my goal we work closely together and form a close working relationship with the female owner! We love meeting and working with other like minded breeders!**

Stud Fee/Pick of Litter:

Stud Dog Owners have a right to choose pick of litter in replacement of a stud fee which may be selected by Maicey’s Star Doodles and will be the first pick by 7 weeks of age. Maicey’s Star Doodles has a right to ask for a holding fee of $500-which will be exchanged once the Pick of Litter is in the possession of the stud dog owner-Maicey.

Breeding & Litter Breeding:

This breeding will be:

☐ Natural breeding

☐ fresh semen via artificial side-by-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, TCI or SI must be performed by a licensed veterinarian.

Semen Collections:

Stud Dog Owner agrees to provide up to \_\_\_\_\_ semen collections (up to \_\_\_\_\_ frozen semen collections) and shipments for non-local breeding and up to \_\_\_\_\_ natural breeding or side-by-side AIs for local breedings. Female dog owners shall be responsible for all expenses associated with collecting and shipping such semen.

Shipped Semen:

Female owner agrees to have progesterone testing done on the female if choosing shipped semen and to let Maicey know when the female is at a 4 ngl.

Proof of progesterone testing must be sent to Maicey to make sure the semen shipment is being sent at the correct time.

Boarding:

If Maicey’s Star Doodles boards the female, Maicey’s Star Doodles assumes no liability for the actions or behavior of the female.

The owner of the female should advise Maicey’s Star Doodles of behavior that is specific to the female. The owner should advise Maicey’s Star Doodles of any concerns they have of the female as well as preferred methods of care.

While in the care of Maicey’s Star Doodles, the female will be contained in a kennel that is a height of at least 4 feet. The female will be released into our outside grass (on a leash or tie out) area to eliminate waste/urinate and exercise unless otherwise advised below by the owner of the female.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In order for the female to be boarded with Maicey’s Star Doodles during breeding, she must be:

* Clear of Brucellosis
* Current on Rabies, Distemper, Parvo, and Bordetella vaccines
* Free of fleas/ticks
* Clear of any/all communicable diseases
* Dog, cat and people/kid friendly

The owner of the female understands that even with diligent care, a female has the ability to escape, be harmed, or become ill. The owner of the female agrees that Maicey’s Star Doodles will not be liable for damages under any circumstance. Female owner must tell stud owner if anything specific needs to be done for the dam while in the studs care to ensure she is properly taken care of.

Definition of pregnancy:

For purposes of this contract, a pregnancy is defined as a successful delivery of two (2) or more viable puppies.

\*Should the breeding fail to produce at least two viable puppies, a credit will be applied toward a repeat breeding. The credit will be for the amount of the stud fee minus $200 that is given to the guardian of the stud for their time/effort. If progesterone testing isn’t performed, $750 will be deducted from the credit for a repeat breeding.

The owner of the bitch will be responsible for collection/shipping/other vet charges if a repeat breeding is necessary.

If the dam owner chooses shipped semen to do AI; the dam owner agrees to have a licensed Veterinary do the AI. Should the dam owner not have a Licensed Veterinary do the AI, dam owner understands they will not receive a free re-breed should the dam not become pregnant. We will make every effort to breed the dam and want to make sure all steps are properly done/taken.

Pregnancy WILL NOT be guaranteed if proper progesterone testing is not performed and breeding/AI is not performed during optimal time. Breeding/AI is recommended 2-3 days after the dam achieves a progesterone level of 5. We will accommodate breedings as soon as a level of 5 is achieved/ovulation per specific level based on a specific progesterone testing machine, but must have at least one breeding occur 2-3 days after ovulation. Breeding without progesterone testing and outside of this timeframe may be unsuccessful and is a waste of time for the stud owner and guardian home. Therefore, if the breeding is unsuccessful, $750 will be deducted from the credit towards a repeat breeding to compensate the stud owner and guardian of the stud's time.

Puppy placement:

To protect the integrity and preserve the pedigree of the stud, no puppies from the litter may be sold by the dam owner with open registrations (breeding rights). The puppies are to be sold with a strict spay/neuter contract signed and retained for records. Dam owners may hold puppies back for their own program. Dam owner will provide a copy of the pet puppy purchase contract to the stud owner for the stud owner’s review and edit.

Failure to follow this protocol may result in fines up to $25,000 plus legal fees.

Proceeding will be held in Jackson County, KY

Breeding Expenses:

Female’s Owner agrees to pay all expenses incurred for the Breeding at the time in which they are incurred, including, but not limited to:

Transportation of the female, all veterinary costs, artificial insemination costs, semen collection (fresh, chilled, or frozen), and shipping of the semen. A boarding fee will be applied if stud owner notifies dam owner that dam needs to be picked up and dam owner does not pick dam up on date given by stud owner, it is an additional $30 a day once stud owner has told dam owner to pick the dam back up and dam owner has not done so.

All fees are due prior to the dam being released to the dam owner.

Vaccinations and Exams:

Female Owner agrees to accept full responsibility to ensure that all offspring resulting from the Breeding be treated for parasites, receive age appropriate vaccines, be raised inside with love and enrichment activities.

Female Owner Obligations:

Female Owner represents, warrants, and agrees as follows:

The Female is healthy, of sound and stable temperament, is of breeding quality, disease and parasite-free, and will be groomed and bathed before she is brought to be bred (if applicable), & in season. The female has not recently been exposed to any stud dogs before breeding.

Documentation:

To provide a negative Brucellosis test within 3 days of the Breeding; documentation showing the female is in good health, current on all vaccinations, in season; and documentation of current health clearances before the breeding. At a minimum, unless otherwise mutually agreed to, health clearances must include all breed specific testing.

Stud Dog Owner’s Right of Refusal:

Maicey’s Star Doodles has the right to return the female to female’s Owner or refuse to breed the Stud Dog to the female, if Stud Dog Owner determines (in its reasonable discretion) that the female is not in the proper physical condition upon arrival. In such a case, the female Owner agrees to accept financial responsibility for all reasonable costs incurred in the return of the female.

Notification of resulting Puppies:

To notify Maicey’s Star Doodles in writing (by email, Facebook message or text message), of the birth and number of puppies within 48 hours of whelping and to also provide pictures and updates of puppies throughout the 8 weeks puppies are with the dam owner.

Accidental Breedings:

To keep the female 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, the female Owner agrees to notify the Stud Dog Owner within 24 hours. In addition, the female Owner agrees to have each puppy from such accidental breeding DNA profiled to establish parentage before selling, giving away, or otherwise placing any puppy.

Emergency Care:

If the female is in the care of Maicey’s Star Doodles, female Owner hereby grants Maicey or Justin permission to authorize veterinary services for the female in the event of an emergency, or if the Breeding Dog’s health or continued health appears to be in jeopardy. Maicey & Justin reserves the right to use discretion in seeking such services and agrees to notify the female Owner as soon as possible if such services become necessary. Female Owner shall be responsible for and promptly pay all veterinary costs incurred.

No Stud Dog Owner Liability for Disease or Injury:

Maicey’s Star Doodles shall have any responsibility for any disease contracted by the female or injury resulting to the female that is not a direct result of the Breeding; if Maicey & Justin have taken reasonable care of the female and have not acted with gross negligence.

Stud Dog Owner Obligations:

Stud Dog Owner represents, warrants, and agrees as follows:

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.

Stud Dog Documentation.

To provide female’s Owner Documentation showing that the Stud Dog is in good physical condition with a negative Brucellosis test within 3 days of the Breeding; documentation showing the Stud Dog is in good health, current on all vaccinations; and documentation of current health clearances before the Breeding.

Female Care:

The owner of the stud dog shall exercise due caution in handling and care of the female, but is not liable for any injuries, illnesses, or loss of the female.

During the breeding period, if your female is boarding with the stud owner, the female will be kept in a crate during the night/anytime she can’t be supervised by an adult (this is to prevent any accidental harm to your female). The owner of the stud is responsible for the reasonable safety and health of the dam during the breeding period. The dam will be treated like one of the stud dog owner’s animals when in the care of the stud dog. Dam will be kept inside the home during her stay. She will be exercised, played with and pampered.

•Stud owner will make his/her greatest effort to make sure the dam feels comfortable during her stay with us.

No female’s Owner Liability for Disease or Injury. Female 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.

Placement of Puppies:

Female Owner Obligations

A. Female 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 or to use it in any laboratory experiments (including, but not limited to, pet shops and pet shop owners, and research laboratories); promptly notify Stud Dog Owner when and where the puppies are placed; to take back puppies and keep or rehome them if the owner(s) can no longer keep them for any reason; and to maintain breeding and litter records.

B. Stud Dog Owner Obligations.

Stud Dog Owner agrees to help with the placement of the puppies if female Owner requests assistance; to use best efforts to assist the female Owner in the replacement of any puppies resulting from the Breeding in the event that the owner can no longer keep them.

Confidentiality of Disputes:

Female 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, if this provision

shall not prevent either party from bringing legal action or engaging in confidential mediation.

Neither party shall publish the existence of a dispute, on any platform.

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.

Spay/Neuter Agreement:

Puppies resulting from this breeding are to be placed on spay/neuter contracts, in pet only homes. We do allow you [the female owner(s)] to keep back as many puppies for your program resulting from this breeding that you like.

•Spay/neuter contracts help us to not cross lines with other breeding programs around us, [in-breeding] as we’re not fully able to keep up with exactly which dog is related to our stud, if puppies are sold with breeding rights.

Governing Law:

This Agreement, and all matters arising out of or about this Agreement, shall be governed by and construed by the laws of the state of Kentucky, without regard to the conflict 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. If 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, Female Owner and Stud Dog Owner have executed this Agreement effective as of the Effective Date.

STUD OWNER:

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FEMALE OWNER:

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

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ID License #:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please email Maicey’s Star Doodles a copy of a valid state ID prior to stud services. A valid ID copy must be submitted before services can be rendered to any female needing stud services.

Email: maicey.marks16@gmail.com

Tie documentation

Date:

Date:

Date:

Minutes tied:

Minutes tied:

Minutes tied:

NOTES FOR FEMALE OWNER

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_