

Solace Shilohs — Breeder's Agreement Contract

Laura Kathryn - 19131 43rd Ave, SE - Bothell, WA 98012
Phone: 206.979.5259 - fax: 425.381.5156
www.SolaceShilohs.com - LKRUNNER@Yahoo.com

This document will serve as a legal and binding contract between Laura Kathryn, hereinafter called the "Breeder", and _____, hereinafter called the "Owner" or "Stud Owner" or "Dog Owner". This contract will remain in effect until such time as it has been fulfilled or terminated by the agreement of both parties.

Dog's Name: _____ D.O.B. _____ ISSR#: _____
Microchip number: _____
Coat: _____ Color: _____ Temperament: _____
Dog was Sold/Fostered as a: ___Puppy ___Unproven Adult Stud ___Proven Stud Dog
Full Value of Stud Dog is: \$ _____ (if purchased outright).
The Owner has agreed to pay \$ _____ for said Dog, plus 3 free breedings.
Total cash paid is: \$ _____, plus minimum of 3 free breedings for *Solace Shilohs*.
Dog's Sire: _____ ISSR#: _____
Dog's Dam: _____ ISSR#: _____

Dog Owner(s): _____
Address: _____
Home Phone: _____ Cell: _____
Email: _____

The above described Shiloh Shepherd male has been transferred, and will reside with the new Owner. The ISSR registration and additional paperwork will carry the Breeder's name until the Breeder's Agreement has been fulfilled.

Owner signature _____

Owner: _____

Breeders signature: _____

Breeders printed name: _____

New Owner Responsibilities

1. The Owner must take full responsibility for said Dog's care. All vaccination records must be available for Breeder's inspection. The Dog must also have all regular boosters and immunizations (appropriate to your lifestyle and regional area).
2. The Owner must give the Dog proper nutritional concern, refer to *Solace Shilohs Nutrition and Socialization Guidelines* for nutritional specifics. If Owner has any questions regarding feedings or supplements, please contact Solace Shilohs.
3. In the event of accident or injury, the Owner must immediately inform the Breeder of Dog's condition. Any necessary veterinary or hospital charges are the responsibility of the Owner.
4. The Owner is responsible for registering the Dog for both Puppy and Adult ISSR numbers in a timely manner.
5. The Owner must agree to give the Dog proper socialization for mental health and stability. Please refer to *Solace Nutrition and Socialization Guidelines*. Failure to adhere to this responsibility could jeopardize the Dog's breeding status.

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Stud Dog Qualifications and Guarantees

1. *Stud Dog* must have Adult registration papers from the ISSR.
2. *Stud* must be certified clear of Canine Hip Dysplasia by PennHip radiographs or by approval from the Breed Warden.
3. *Stud owner* certifies with test results that stud has acceptable sperm count levels. Individual sperm should be well-formed and motile.
4. *Stud owner* certifies with test results (conducted after the last breeding) that said Stud is free of canine brucellosis and is in good health at the time of breeding or semen collection.
5. *The owner* of the Stud Dog guarantees conception of two live puppies per breeding. If two or more puppies are not conceived, a second breeding (mating or insemination) will be provided and will count towards this one free breeding.
6. *If*, after second mating or insemination, the Bitch fails to conceive, Stud services will be offered once more (counting towards this one free breeding), only after the Bitch has undergone complete reproductive examination and has had ovulation timing, and Stud has had sperm testing (if not done so already).
7. First three stud services from *Stud Dog* must go through Solace Shilohs and monies paid to Solace Shilohs.
8. *Owner*, after fulfillment of this Breeder's Agreement, having provided 3 free stud services (or payment for stud services – see number 7. above) to Solace Shilohs, may collect stud fees with approved breedings, per ISSR rules and regulations.

Natural Breedings

Stud Dog Owner Responsibilities

1. *Stud owner* must have transport for breeding Bitch from the Bitch owner's care or airline counter.
2. *Stud owner* must have safe, secure housing facilities (eg. concrete pad with 6ft. chain-link fence, topped with roof cover, and wire crate) for the bitch during her visit to the Stud. If such facilities are not available at the Stud owner's home, arrangements should be made with a local veterinarian for boarding, at Stud owner's expense. If possible, the breedings can then be conducted at the vet clinic/hospital, again, at the Stud owner's expense.
3. *The breeding Bitch* will be provided with normal, everyday care while residing with the Stud owner. This does not include special dietary concerns and extensive exercise regimes.
4. *Stud owner* guarantees a minimum of three matings or "ties" between the Bitch and Stud.
5. *Stud owner* will assume responsibility of the Bitch while in owner's care, which includes cost of housing and feeding, or boarding, and any veterinarian visits necessary due to breeding or Stud dog owner negligence (eg. dog fight, injury during breeding, accidental tie by neighbor's dog). Any genetic or pre-disposed tendencies (eg. bloat) will be the responsibility of both parties.
6. *Stud owner* can also bring male to bitch if that is more convenient for both parties.

Artificial Inseminations

Stud Dog Owner Responsibilities

1. *Stud owner* must have live semen collected and tested two weeks prior to AI for quantity, health, and motility. This is necessary in case of poor quality or quantity sperm, the Bitch owner can make other Stud service arrangements.

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2. *Stud owner* must coordinate with Bitch owner to determine the Bitch's peak time of conception to arrange for a viable semen collection.
3. *Stud owner* will pay for costs of the semen collection and overnight, or same-day, secured shipment to the Bitch owner and will be compensated for costs from Breeder, unless other arrangements are made. There will be two shipments per breeding that will be sent to the Bitch owner for insemination (unless surgical insemination takes place, then only one collection and shipment is necessary). *Please note that time is of the essence when shipping fresh, chilled semen. Frozen sperm is not recommended as, at this time, it is not very reliable for actual conception.*
4. *If the first insemination* does not take or less than 2 puppies are conceived, the Stud owner will furnish additional sperm for a second breeding (counting towards the first one free breeding). See Stud Qualifications and Guarantees, numbers 5. and 6.
5. *Stud owner* must send additional semen for third AI, providing that the breeding Bitch has had a clear reproductive exam. Additional arrangements may also be considered if the Stud and Bitch are not producing together.

Legalities

1. In the event the Dog is lost, killed, or injured seriously, so as to render him unable to be bred, in consequence of any Owner negligence, or that of his/her agents or employees, the sum of \$1,000.00 is to be paid promptly to the Breeder as liquidated damages. Further, the Breeder shall have the right to repossess said Dog. If the Dog was purchased as an adult, the Owner would be responsible for the balance of the full value of the Dog at the time of purchase.
2. The Owner agrees to abide by the Rules of the ISSR, Inc. The Owner shall not breed the above referenced dog, nor register him/her with any other organization/registry for any reason whatsoever. In the event that the Owner fails to uphold this agreement, the Owner shall pay the sum of \$10,000 to *Solace Shilohs* for damages plus any and all legal fees incurred.
3. Should the Owner find he/she unable or unwilling to fully comply with the terms of this contract, with respect to care, breeding, etc., the Dog must be returned to *Solace Shilohs* forthwith. Failure to return the Dog under these circumstances, the Owner hereby gives the Breeder the following options: 1. The Breeder's agent may take possession of the Dog from the Owner's property, providing the Dog is in good health; and the Owner signs the ISSR paperwork completely to the Breeder, making this contract null and void; or 2. The Breeder can subject the Owner to liquidated damages in the amount of \$5,000.00, attorney's fees in the amount of \$2,500.00, and the legal cost of bringing this action to enforce the terms of the contract. Should the Dog be neutered prior to Owner fulfilling this Breeder's Agreement Contract, the Owner agrees to pay the sum of \$10,000 to *Solace Shilohs* and all legal fees incurred. The Dog shall remain intact until fulfillment of this agreement takes place; unless imminent health reasons, supported by veterinary documentation as to the Dog's condition which warrants the need for neutering being provided to Breeder, and further, the Breeder providing written consent to neutering of Dog. Any litigation shall be executed in the State of Washington, Snohomish County, it being the place of origin of this transaction.
4. If any piece of this contract is invalid, the rest of the contract remains valid.

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Addendum(s): _____

I have read, understood, and agree to the terms and conditions for this contract and agree to abide by them until such time as the contract is fulfilled. (Note: print name, date, and sign below and initial and date each page of this contract indicating that you have read, understood, and agree to it.)

Owner's Name: _____ **Date:** _____

Owner's Signature: _____