

Andrea Hesser DVM DACT

Carrollton, TX
Agent: Briley Kelley
(918)955-7000

Stud Contract

Date: _____

This sales agreement is entered into between Andrea Hesser DVM DACT and the bitch owner, _____ of _____. The bitch owner wishes to use the stud service from Andrea Hesser for the agreed upon amount and terms listed in this contract.

Bitch Owner Information

Name: _____
Phone Number: _____ Email: _____
Address: _____

Bitch's Information

Name: _____
AKC Registration #: _____ ASCA Registration #: _____
Titles Earned: _____

OFA:	Genetics:
Hips: _____	MDR1: _____ CD: _____ DM: _____
Elbows: _____	CMR1: _____ HUU: _____ PRA-PRCD: _____
Eyes: _____	CEA: _____ HSF4: _____
Additional Testing: _____	

Stud's Information

Name: Beamer, CH Bayouland's By The Light of the Moon CGC
AKC Registration Number: DN48288803 ASCA Registration #: _____
Titles Earned: AKC Champion, Canine Good Citizen

OFA:	Genetics:
Hips: Excellent	MDR1: Clear CD: Clear DM: Clear
Elbows: Normal	CMR1: Clear HUU: Clear PRA-PRCD: Clear
Eyes: Cleared: 04/2023	CEA: Clear HSF4: Clear
Additional Testing: Merle and Dilute tests are currently pending.	

Bitch Owner Initials: _____
Stud Owner Initials: _____

Andrea Hesser DVM DACT

Carrollton, TX
Agent: Briley Kelley
(918)955-7000

All documents and certificates must be supplied to the Stud owner to verify results.

Agreement:

The above named male will be bred to the above named bitch with the following terms to apply:

- The stud fee of private treaty of \$ 2500 unless other arrangements are made.
- The stud fee shall be paid with half paid at or before the time of the stud service and the other half is paid at confirmation of pregnancy, unless the breeders have other arrangements (i.e. co-ownership). Bitch owner is required to have an Ultrasound done by 35 days gestation. All stud fees are non-refundable. No registration papers will be signed without payment in full of stud fees and all other related breeding expenses as detailed in this contract. All shipping/transportation expenses are the responsibility of the bitch owner.
- Two live puppies at 72 hours shall constitute a litter and fulfill the stud owner's portion of this contract. If less than two puppies are produced by this mating a return stud service on the next heat cycle of the same bitch will be given with all other terms of this agreement to apply to the return breeding. In the event said bitch should die, be unable to conceive or carry a litter after the second attempt, the owner and stud owner may discuss other arrangements.
- No puppies resulting from this breeding shall be sold to any pet shops, puppy farms, Miniature Australian Shepherd breeders or with unrestricted breeding rights to any non-show/performance homes. Pet puppies must be sold as non-breeding on spay/neuter contracts with the non-breeding space on the registration papers filled in/checked off. All breed/show puppies must be co-owned by the bitch owner until all testing and titles are completed.
- Stud owner to be notified within 48 hours of whelping and or due date if no puppies are whelped.
- Puppies will have tails docked and dew claws removed within 72 hrs of whelping.
- Bitch Owner agrees that they will provide a complete list of all new owners puppies are sold to for their records.
- All puppies will be properly vaccinated, parasite prevented and microchipped prior to leaving for their new homes.
- Bitch owner will notify the stud dog owner of any titled offspring from this breeding.
- Bitch owner agrees to take back and re-home (should the need ever arise) any puppies resulting from this breeding.
- Owner of the Bitch hereby agrees that any excessively white marked pups (i.e. white ears, white over eyes, white body splashes, white stifles carrying up into the body color) will be sold as pets

Bitch Owner Initials: _____

Stud Owner Initials: _____

Andrea Hesser DVM DACT

Carrollton, TX
Agent: Briley Kelley
(918)955-7000

to be neutered or spayed and are not to be sold to show or breeding homes unless the owner of the Stud Dog agrees that such a sale may be made. Puppies should always be bathed and brushed prior to photos, if going to be uploaded in a public form.

- Owner agrees NOT to sell to show/breed homes without notification of stud owner. All Show/Breed puppies must be placed on a strict show contract to a responsible owner who will do all genetic and health testing prior to breeding as well as a champion title in AKC or ACA or AKC or ASCA sanctioned performance events (i.e. herding, rally, obedience, agility).
- All pet puppies must be altered (spay/neutered) between 18 months – 2 years.
- The owner of this Bitch warrants that this bitch has not been exposed to any stud dog prior to her arrival and that the bitch owner agrees to keep said bitch confined for the duration of her heat cycle so as not to be bred with any other dog. In the event that this happens, the bitch owner will have all resulting puppies DNA tested to verify the sire prior to litter papers being signed. All expenses will be the responsibility of the bitch owner. In the event that the bitch is bred to another male without notifying the stud owner of a dual sired litter prior to the breeding, this contract is null and void and the stud fee is non-refundable.
- Every precaution is taken to protect the bitch from illness, accident, fire, and theft. Owner of the Bitch hereby agrees that the owner of the Stud Dog or their agent will not be held liable for any illness, accident, fire, theft or death of said bitch while under the care of the Stud Dog owner or their agent.

Bitch Requirements:

1. OFA certified Hips and Elbows
2. Genetic Certificate
3. Complete pedigree and registration copies
4. Negative Brucella (within 14 days)
5. Boarding: A fee of \$15.00 per day will be paid by the bitch owner for any bitch arriving prior to 72 hours of the first breeding or remaining for more than 48 hours after the last breeding. No boarding fee will be assessed during the normal breeding days.

Additional Services:

In the event that extra services are required by the owner of the bitch, all fees, services and travel time will be paid by the bitch owner at a rate of minimum of \$100.00 per day and \$15.00 per hour for all time over 8 hours per day.

Health: Your bitch's health is of the utmost importance. In the event of any emergencies or elected veterinary services the bitch owner will be solely responsible for all fees incurred. The bitch owner further agrees to grant permission to the dog owner to use her discretion in decision-making regarding

Bitch Owner Initials: _____

Stud Owner Initials: _____

Andrea Hesser DVM DACT

Carrollton, TX
Agent: Briley Kelley
(918)955-7000

the health of the bitch while in her care and to hold the dog owner harmless in the event of injury or death of the bitch while in the dog owner's care.

Puppy from Litter: In the event the stud dog owner desires a second pick puppy from this breeding the following terms will apply. Any puppy selected by the stud dog owner will:

- A). Carry the "*Skyborne or Bayouland*" kennel name as a prefix.
- B). Be owned outright by the stud dog owner or owners.
- C). Be priced equivalent to or in lieu of a stud fee.

Signatures: All parties to this agreement understand and agree that signatures via fax or email constitute acceptance of terms herein stated.

Fresh Chilled AI Breeding: Bitch owners are responsible for any and all related expenses when opting for artificial insemination as their breeding method of choice.

Frozen Surgical Implant: Bitch owners are responsible for any and all related expenses when opting for frozen surgical implant as their breeding method of choice.

Repeat Breeding: If no puppies result from the first breeding the stud dog owner will offer a repeat breeding for the same bitch or a different approved bitch on her next cycle. Should no puppies result from a second breeding or if the bitch owner opts not to repeat the breeding, no monies will be returned and the dog owner will be released from any further obligations under the terms of this contract.

By signing this document I agree to the terms of this contract and the terms of payment specified above. I have been given the opportunity to read the stud service policies for Andrea Hesser DVM DACT and I hereby agree to the terms of those policies. I understand that those policies may change at any time without prior notice and it is the sole responsibility of myself, the bitch owner, to keep myself up to date on any and all changes made to those policies. By signing this contract I agree to pay all expenses associated with this breeding.

This contract is under the jurisdiction of the state of Oklahoma. In the event of any dispute, the parties mutually agree that the dispute will be settled under the jurisdiction of Tulsa County, Oklahoma. All parties mutually agree that the buyer shall pay all lawyer fees.

In the event that a court of law finds any part of this agreement unenforceable, all remaining provisions not deemed unenforceable will be enforced to the full extent of the law.

This agreement sets forth the entire agreement between parties. This agreement may not be changed,

Bitch Owner Initials: _____

Stud Owner Initials: _____

Andrea Hesser DVM DACT

Carrollton, TX
Agent: Briley Kelley
(918)955-7000

altered or amended except in a writing signed by both parties.

I, the undersigned bitch owner have read, understand and agree with all of the terms and conditions set forth in this sales contract.

Bitch Owner

Date

Bitch Co-Owner

Date

Briley Kelley

Date

****Should any agreements stated above be breached at any given time, this contract is NULL and VOID and a fine of \$10,000 shall be issued for each breach of agreement.****

Bitch Owner Initials: _____

Stud Owner Initials: _____