

## Dalmatian Club of America

### Stud Service Contract

Stud dog name:	
AKC #	Microchip/Tattoo #:
Owned by:	Date of birth:
Address:	CHIC #
	Telephone : Email:
Is bred to (bitches name):	
Owned by:	Date of birth:
Address:	CHIC #
	Telephone: Email:

#### Terms of the stud dog agreement:

- A stud fee of \$\_\_\_\_\_ (US funds) is payable at the time of the first breeding unless otherwise agreed upon by both the stud dog and bitch owners. In any case the AKC Registration papers will not be signed until full payment has been made.
- This contract applies only to the above designated Dalmatians.
- A veterinarian certificate of health and breeding soundness of the bitch will be providing including documentation that she is free of worms, vaginal infections and has a negative brucellosis test.
- The owner of the bitch is responsible for preventing accidental breedings of the bitch to another dog and is responsible for providing a safe and healthy environment for the bitch as well as during the whelping of the litter and raising of the puppies. The owner will also provide veterinary care for the bitch and pups as necessary. Failure to do so will void this contract.
- Should the bitch fail to whelp \_\_\_\_\_ living hearing puppies, one additional stud service will be provided the ownership of the bitch and stud dog has not changed. The stud fee will not be refunded, in whole or in part. If no pregnancy results from the return mating the agreement is terminated.
- In keeping with the ethical guidelines of the Dalmatian Club of America, bilaterally deaf puppies should be euthanized by a veterinarian.
- Puppies resulting from this breeding that are patched or have disqualifying conformation faults will be sold with a limited AKC registration with a spay/neuter contract.
- Owner of the bitch agrees not to knowingly sell, consign for sale, give or otherwise transfer ownership of any or all puppies from this litter to any person engaged in the resale of dogs to the general public or any research facility.
- The owner of the bitch agrees to provide the stud dog owner with written documentation of the statistics on this litter including the number of males and females, colors, presence of patches, eye color, BAER hearing results, any disqualifying conformation faults and names of the owners of all puppies in the litter.
- By affixing their signatures below, the stud dog owner and the bitch owner attest that they have read, understood and agreed to all terms of this contract and that it is a legally binding contract. The stud dog owner and the bitch owner agree to submit to the jurisdiction of any state or federal court in the State of \_\_\_\_\_, in any action arising out of or relating to this contract.

- It is agreed in this contract that the owner of the bitch will be liable for all attorneys' and/or legal fees incurred by the owner of the dog to gain performance of the above stated contractual obligations on the part of the owner of the bitch.

Signature of stud dog owner: \_\_\_\_\_ Date \_\_\_\_\_

Signature of bitch owner: \_\_\_\_\_ Date \_\_\_\_\_

#### **Disclaimer**

The Dalmatian Club of America is in no way responsible or liable, financially or otherwise, because of the use of this sample contract form by its members or by non-members who obtain and use it.

#### **Additions clauses you may want to consider for your contract:**

- In lieu of a stud fee the owner of the stud dog may take \_\_\_\_\_ selection of a puppy from the litter. The choice of puppy must be made by the time the litter is \_\_\_\_\_ weeks old.
- It is highly recommended that bilaterally deaf puppies be euthanized by a veterinarian, but final determination remains with the breeder of record. In the event that a deaf puppy is placed the breeder shall use extreme care and judgment in the placing of any deaf puppies.