**Stud Services Contract**

Boreal Puppies

[www.borealpuppies.com](http://www.borealpuppies.com)

1060 Gravel Drive, Hanmer, ON, P3P 1R8

This Agreement is between the Stud Dog Owner, Jillian Smythe/Boreal Puppies, hereinafter referred to as the Boreal Puppies (Stud Dog Owner), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the “Breeder”. The bitch owned by the Breeder will be bred to the stud owned by the Boreal Puppies agreed upon by both parties on the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 2024. Both parties agree to the terms and conditions set forth in this Agreement.

Bitch Information:

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

Breed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Colour/Markings:\_\_\_\_\_\_\_\_\_\_\_\_\_

Health Testing: Embark: Embark/OFA

pending

Stud Information:

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

Breed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_

Colour/Markings: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Health Testing: OFA/Paw Prints & Embark: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Terms and Conditions of Services Provided**

1. Compensation. Bitch Owner agrees to pay Boreal Puppies a [non-refundable] stud service fee totalling $ 2500\_\_ for stud services performed by the Stud Dog. The fee is to be paid at time of service, or 48h prior to shipping semen collected. All payments due under this Agreement shall be made in Canadian Dollars via payments through e-Transfer, certified check, bank draft, or cash.

Additional fees: \_\_*Shipping cost and $100 CAD refundable deposit towards shipping container.*

Method of Payment: E-transfers \_\_\_borealpuppies@gmail.com\_

Date(s) of breeding:\_\_\_T\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2.Stud Fee Puppies. ☐ In replacement of the stud fee, Boreal Puppies has a right to Pick of the Litter ☐ Yes or ☐ No: Genetic testing to be done by Bitch Owner at request of Breeder. The stud fee puppy must be selected within \_\_\_\_\_\_\_\_ weeks of the puppies being born [ ☐ Bitch Owner’s kennel name must appear first on any registration paperwork for such stud fee puppy].

3.Breeding & Litter

a. Breeding. This breeding will be:

☐ a natural breeding

☐ fresh semen via artificial insemination (aka side by side artificial insemination (AI))

☐ fresh ☐ chilled semen via ☐ AI or ☐ transcervical insemination (TCI) surgical

implantation

☐ frozen semen via ☐ transcervical insemination or ☐ surgical implantation

The parties agree that any AI or TI must be performed by a licensed veterinarian or experienced breeder.

b. Semen Collections. Boreal Puppies agrees to provide up to two (2) semen collections and shipments for non-local breedings and up to three (3) side-by-side AIs for local breedings. Bitch Owner shall be responsible for all expenses associated with collecting and shipping such semen. For shipped semen collections, the shipping container must be returned promptly to Boreal Puppies. The Bitch Owner agrees to provide a deposit of $100 to Boreal Puppies for the shipping container, which will be returned once the shipping container is received by Boreal Puppies.

c. Litter Success/Repeat Breedings. Boreal Puppies does not guarantee any puppies will result from the Breeding. Three or more live puppies whelped will constitute a successful litter. The event of only two (2) live puppies or less born or no pregnancy constitutes an unsuccessful litter. If the litter is unsuccessful, x-ray proof may be requested by Boreal Puppies, which must be taken after 55 days following the Dog’s first breeding and before 48hrs following the Dog’s final due date. If x-ray proof is requested but not provided to the Boreal Puppies, no second breeding will be offered under this Agreement.

If the litter is unsuccessful to the terms of less than 3 live puppies, Boreal Puppies agrees to provide [one] repeat breeding to the same Bitch (or other bitch owned and selected by Bitch Owner and acceptable to Boreal Puppies) to the same Stud Dog (or another stud dog owned and selected by Boreal Puppies and acceptable to Bitch Owner) on the Bitch’s next heat cycle.

d. Breeding Expenses. Bitch 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, artificial insemination costs, semen collection (fresh, chilled), and shipping of the same, as applicable. Boreal Puppies shall pay for side-by-side collection/AI in the case of a natural breeding where the Stud Dog cannot breed the Bitch.

e. 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.

4. Bitch Owner Obligations. Bitch Owner represents, warrants and agrees as follows:

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 brought to be bred (if applicable). The Bitch has not recently been exposed to any stud dog prior to the Breeding. B**oth Bitch and Stud must have recent negative brucellosis tests prior to live cover breeding (within the last 60 days.)**

b. Documentation. To provide Stud Dog Owner a copy of the 2 generation pedigree of the Bitch, upon request; documentation of current health clearances prior to the Breeding. At a minimum, unless otherwise mutually agreed to, health clearances must include full genetic testing and OFA/PenHip.

c. Boreal Puppies’ Right of Refusal. Stud Dog Owner has the right to return the Bitch to 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 or text, with photos), of the birth and number of puppies within a week of expected due date.

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 24 hours. 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 placing any puppy.

f. Emergency Care. If the Bitch is in the care of Stud Dog Owner, Bitch Owner hereby grants Stud Dog Owner permission to authorize veterinary services for the 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. Bitch Owner shall be responsible for and promptly pay all veterinary costs incurred.

g. No Stud Dog Owner Liability for Disease or Injury. Stud Dog Owner shall have no responsibility for any disease contracted by the Bitch or injury resulting to the Bitch that is not a direct result of the Breeding; provided that the Stud Dog Owner has taken reasonable care of the Bitch and has not acted with gross negligence.

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

a. Stud Dog. 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.

b. Stud Dog Documentation. To provide Bitch Owner a 2 generation pedigree of the Stud Dog upon request; documentation of current health clearances prior to the Breeding. At a minimum, unless otherwise mutually agreed to, health clearances must include Genetic Testing, OFA/PenHip

c. Bitch Care. The owner of the stud dog shall exercise due caution in handling and 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 Bitch Owner as soon as full

compensation has been received.

e. No Bitch Owner Liability for Disease or Injury. Bitch 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.

6.Placement of Puppies

a. Rights to Puppies: This stud service comes with negotiated but limited rights to litter reproductive capacities. **Breeder can female (s) for their breeding program only**, but NO males are to be kept from this litter or sold with rights to another breeder. If it is found that breeding rights are offered to any buyer for a male without Boreal Puppies’ written consent, or puppies are sold without a spay/neuter contract, the Breeder agrees to pay Boreal Puppies not less than $5000 (Five Thousand Dollars) CAD per dog sold.

b. Bitch Owner Obligations. Bitch 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, brokers, and research laboratories); **to take back** **puppies and keep or re-home them if the owner(s) can no longer keep them for any reason;** **and to maintain breeding and litter records.**

7. Confidentiality of Disputes. Bitch 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, provided that this provision shall not 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 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. No online discussion may occur by either party. If online slandering occurs by the Breeder towards the Stud owner, the Breeder will be responsible to pay $500 for each social media posts that insults/provokes/escalates a disagreement as well as any other litigation costs.

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 Province of Ontario without regard to the conflicts of laws provisions thereof. This contract originated in Sudbury, Ontario.

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. In the event that 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.

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Breeder Name Breeder Signature Date

\_\_\_Jillian Smythe / Boreal Puppies\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Stud Dog Owner Name Stud Dog Owner Signature Date

Breeder Home Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Breeder Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Breeder 2nd/Emergency Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Veterinary Clinic Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Veterinary Clinic Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_