

STUD SERVICE AGREEMENT

This is to certify that: Happy Trail's _____ (stud)

Owned by: Steve and Lindy Nearman of 73 Caisson Rd. Fredericksburg, VA 22405

Will be bred to: _____ (bitch)

Owned by: _____

For a fee of: \$250.00, plus all transportation fees if required and cost incurred as listed herein.

CONDITIONS AND TERMS OF SERVICE

- 1) Payment in full of the stud fee is expected at the time of first service.
- 2) If there is a tie or the breeding is otherwise consummated there will be no refund of the stud fee in whole or in part unless otherwise provided for within this contract.
- 3) If the bitch fails to whelp, the owner of the bitch must notify the stud dog owner of this fact within 10 days of the whelping due date. The same stud dog at the next heat will give a return service unless otherwise agreed upon by the stud owner. Lack of notification as indicated above will forfeit any return service.
- 4) If the stud dog should die or become otherwise incapacitated for breeding purposes before the return service is given, the owner of the stud dog retains the right to offer the services of another stud dog in his possession at that time.
- 5) If the bitch changes ownership, any return service will be at the option of the stud dog owner. In certain cases, a substitute bitch may be accepted for the return service, but this will also be at the option of the stud dog owner.
- 6) If the bitch dies or aborts before whelping, the stud's owner must be notified immediately if there is to be responsibility for a return service.
- 7) Live birth of 1 or more puppies living to 1 week of age will be considered a litter. Puppies lost due to environmental conditions are not the responsibility of the stud dog's owner and a repeat breeding may not be honored, depending on the circumstances.
- 8) It is understood that the stud dog's owner shall maintain reasonable care of the bitch while in the stud owner's care or under the care of the stud owner's agent. The stud owner or agent shall not be held responsible for any loss, injury, or death of the bitch while under their supervision or while in transport by private or commercial carrier.
- 9) Any bitch that cannot be bred due to viciousness or any other extreme behavior problem toward the stud dog or owner will be immediately returned to the owner of said bitch with the stud fee payment returned.
- 10) **In addition to the stud fee:**
 - a) It is understood that the owner of the bitch is liable for and will assume all cost incurred by the stud dog's owner for any medical treatment by a veterinarian required for the bitch while under the supervision of stud dog's owner or agent who shall determine the need for any emergency treatment while under their care;
 - b) And for any medical treatment by a veterinarian required for the stud dog and other kennel dogs due to the transmission of any disease, illness or infection to the stud dog from contact or breeding with the bitch or any other kennel dog from contact with the bitch.

