SKY CANYON LABRADOODLE STUD CONTRACT

PARTIES TO THE AGREEMENT

STUD DOG INFORMATION:

Sky Canyon Labradoodles, Amy Rutledge

23221 Spring Meadow Drive

Murrieta, CA 92562

Registered Name: Tampa Bay's Naughty Buoy (Bean)

Color: Dark Carmel

DOB: 1/10/15

Micro Chip: 038-364-259

Registration #: ALAA-003637-0215

Health Status:

CERF

Normal, 6-22-15

OFA Hips

Excellent, 9-28-15

OFA Elbows

Normal, 11-12-15

Paw Print EIC & PRA Genetic Disease Panel

Clear and Normal, 2-29-16

Improper Coat

Clear by Parentage

Vetgen DNA Profile in ALAA database

BITCH INFORMATION:

Bitch Owner Kennel/Name

Address 1

Address 2

Registered Name:

Color:

DOB:

Microchip/Tattoo:

Registration #:

Health Status:

CERF

OFA Hips

OFA Elbows

Genetic Disease Panel

Improper Coat

DNA Profile (to verify pedigree)

SUMMARY OF AGREEMENT

"Stud Service" is two natural inseminations (at least two successful ties between bitch and stud with 24-48 hours between) or the exchange of two shipments of fresh chilled semen for trans-cervical insemination or 1 shipment of frozen semen for surgical insemination. The parties agree that specified stud will provide stud service to the specified in exchange for the fee of \$2500.00 USD, to be paid in full prior to rendering of the service. Stud service is subject to the conditions outlined below.

CONDITIONS OF CONTRACT

- Health certification for both animals Owners have exchanged documentation certifying that both animals are current on all vaccinations, in good health and any abnormal hereditary issues have been disclosed. Parties have exchanged health documentation detailed above and both animals that <u>meet or exceed</u> the following requirements:
 - a. CERF Normal
 - b. OFA Hips Good
 - c. OFA Elbows Good

2. Natural Insemination

- a. Within 30 days of the proposed breeding the bitch owner must submit to the stud owner a negative culture for Brucellosis.
- b. Bitch owner will transport the bitch to breeder's home and is responsible for all transportation fees of bitch including transportation to and from airport if applicable.
- c. Parties agree to hold each other harmless for accidental harm to either animal incurred during breeding or housing of the animals.
- d. Bitch owner agrees that during breeding, bitch is in the care of the stud dog owner and any damage done to stud owner's property by the bitch will be paid for by the bitch owner immediately.

3. Artificial Insemination

- a. The above bitch owner agrees to pay for all collection services and delivery fees associated with receiving stud's semen. Fees and services are to be paid directly to the collection facility by the bitch owner.
- b. It is required that bitch will have progesterone tests performed to help determine the best time for insemination by a qualified veterinarian.

4. Pregnancy and Litter

- a. Bitch owner will provide to stud owner ultrasound or x-ray results of the breeding regardless of
- b. A litter is defined as two or more live puppies at 8 weeks of age. If pregnancy does not occur or no litter is produced from the breeding, stud owner will offer one repeat breeding to the same bitch at no additional cost.
- c. Bitch owner will provide stud owner information regarding all puppies born in a litter including the date of whelping, the number of puppies born, their genders and colors.
- d. No male puppies may be retained intact and no more than two female puppies will be retained as potential breeders from resulting litter. No intact puppies may be sold or traded outside the bitch owner's breeding program.
- e. Bitch owner is not permitted to sell any intact male progeny from either of the two intact females retained from the above mating until the females have reached 2 years of age.
- f. No puppies from the litter may be sold or transferred to any person, organization, pet stores, or other wholesale outlets, pet brokers, dealers whose intent is to re-sell, trade, or give away the puppy or use it in laboratory experiments.

5. Sale of Puppies

- a. All puppies sold from the litter (except as allowed for above) must be spayed or neutered prior to being released to the new owner, unless new owner signs a contract requiring de-sexing prior to the puppies reaching 6 months of age and agreeing to provide documentation proving the puppy was de-sexed.
- b. Bitch owner will provide stud owner with a copy of the Puppy Sale Contract.
- c. Bitch owner will provide persons purchasing puppies from the litter with information the stud dog's information listed above.

6. Governance and Dispute Resolution

- a. Bitch owner agrees to pay stud owner \$20,000.00 in liquidated damages as restitution for failure to comply with any condition of the agreement, as well as the harm done to the reputation of the stud dog, the stud dog owner/kennel and the breed in general.
- b. This is the entire agreement between the parties and supersedes any previous agreements, written or oral. Each party acknowledges that it has not relied on any oral or written representations by the other party to induce the execution of this agreement.
- c. No modifications can be made to this agreement except in writing, signed by both parties.
- d. This agreement shall be governed by the laws of the State of California.
- e. In the event of any dispute, claim, question or disagreement related the agreement or the breach thereof, the parties will use their best efforts to settle it with a just and equitable solution. Should they be unable to reach resolution in 60 days, both parties agree to have the issue settled in binding arbitration administered by the American Arbitration Association in accordance with the provisions of its commercial arbitration rules. The prevailing party will be awarded all costs and fees. The arbitration will be held in Riverside County, California.

Stud Owner Signature	Date
Bitch Owner Signature	Date