

# HPK TROPACO

16275 Highland Mesa Drive, Escondido, California 92025-3500

## STUD SERVICE CONTRACT

Name of stud dog:

DC Rajataru Roman V of Tropaco, SC, HIC

Owner

Helen Hayek

Name of Bitch:

AKC Registration#: \_\_\_\_\_

Microchip/Tattoo: \_\_\_\_\_

OFA #s:Hips: \_\_\_\_\_ Elbows: \_\_\_\_\_

Thyroid: \_\_\_\_\_ CERF: \_\_\_\_\_

Owner/s: \_\_\_\_\_

Address: \_\_\_\_\_

Phone#: \_\_\_\_\_

Name of bitch's vet:

\_\_\_\_\_  
Vet's address: \_\_\_\_\_

Vet phone#: \_\_\_\_\_

EXAMPLE

## TERMS OF SERVICE

1. By the signing of this agreement \_\_\_\_\_ (hereinafter “the Bitch Owner”) does hereby affirm he is the sole owner of the above-referenced Rhodesian Ridgeback bitch or is acting on behalf of all owners, and has legal right to breed her without further authorization from any other person. Further, the Bitch Owner certifies this bitch is purebred Rhodesian Ridgeback of known pedigree and is registered with The American Kennel Club.
2. The Bitch Owner affirms this bitch is at least 24 months of age and less than 8 years of age at the time breeding takes place.
3. Upon Request of the Stud Dog Owner and Prior to breeding, the Bitch Owner shall provide to the Stud Dog Owner a copy of all genetic test results upon request including, but not limited to, hip examinations (OFA), elbow examinations (OFA), thyroid examinations (OFA) and eye examinations (CERF) and shall include each test whether or not it was submitted to any registry organization. In lieu of providing those documents which *were* submitted to a registry organization, provision of the registry name and registered number shall suffice.
4. The Bitch Owner attests he has the bitch's best welfare at interest and is able and capable of caring for this bitch if in whelp and for her litter. The Bitch Owner will provide all necessities, including veterinary care, adequate food, water, and shelter for the dam and puppies.
5. The Bitch Owner agrees to pay the Stud Dog Owner a stud fee of one thousand five hundred dollars (\$1500.00).
6. The Stud Dog Owner is not obligated to sign the litter registration papers on the litter until the stud fee has been paid in full and confirmation that all other terms and conditions of this Agreement have been complied with by the Bitch Owner.
7. The Bitch Owner understands it is his responsibility to ensure all offspring resulting from this breeding are appropriately inoculated and have a complete veterinary examination before placement.
8. The Bitch Owner hereby agrees to pay all expenses incurred for the purpose of this breeding at the time in which they are incurred including, but not limited to, all veterinary expenses, artificial insemination expenses, DNA identity testing expenses, semen collection expenses (fresh, chilled, or frozen), shipping charges and boarding expenses (except food and dietary supplements or medications for the Stud Dog, if applicable).
9. The Bitch Owner does hereby agree and make absolute promise he has read and will adhere to the current Breeders Code of Ethics as established by the Rhodesian Ridgeback Club of

12. The Bitch Owner agrees to be responsible for the offspring of this breeding and further agrees to place puppies from this litter only pursuant to written contract which shall include the following provisions:
- A. A “breeder return clause” which provides, at a minimum, for return of puppies to the Bitch Owner should a recipient of a puppy from this litter be unable or unwilling to keep the puppy or in any other manner seek to transfer ownership of the puppy. The Bitch Owner agrees he will not knowingly allow the puppies/dogs resulting from this breeding to be placed into a shelter or pound; and
  - B. A spay/neuter agreement wherein any puppy which has or develops any characteristic, defect, or condition which renders the puppy non-breeding quality including, but not limited to, ridgelessness, less than or more than two crowns on ridge, hip or elbow dysplasia, eye or serious thyroid abnormality shall be spayed/neutered immediately or, in the case of a puppy less than six months old, as soon as practicable for the health of the puppy. The contract shall also provide for the spay/neuter of any puppy placed as a non-conformation-show puppy, regardless of the existence of any characteristic, defect or condition which renders the puppy non-breeding quality.
13. The Stud Dog Owner agrees he will cooperate with all efforts to initially place or re-place a puppy from this litter in a suitable home and to cooperate with efforts to recover any puppy from this litter from any shelter, pound or any dog rescue/recovery organization or from any placement which has become contrary to the best welfare of the puppy/dog.
14. The Bitch Owner agrees he will have, or contractually require purchasers of puppies from the litter to have, each surviving puppy from this breeding identified by DNA sampling as approved by the American Kennel Club no later than 120 days after whelp. As an alternative to DNA identification as described above, the Bitch Owner may have or require each surviving puppy microchipped and include The Bitch Owner’s name as either the primary or secondary contact, at the Bitch Owner’s discretion.
20. This contract is formed and performed in the county of San Diego, State of California.
21. Each party hereto acknowledges, due to the nature of this agreement that damages for breach of this agreement by their nature are difficult to calculate and are not readily ascertainable. As such, should any party to this agreement commence civil action for an alleged failure to comply with the terms of this agreement (other than for failure to pay monetary stud fee or expenses, which are determinable), and liability therefor is proven, the party in breach agrees to pay the sum of three thousand dollars (\$3,000.00), said sum being liquidated damages, which each party agrees is a reasonable approximation of such indeterminable damages

herein, with delivery confirmation to that address. It is each party's responsibility to advise the other party, in writing, of any change in address in writing with receipt confirmed.

24. In this Agreement, singulars include plurals and masculines include feminines. This Agreement may be signed in counterparts and facsimile signatures shall be deemed as originals.
25. The signatory for Bitch Owner below has full, actual authority to execute this agreement on behalf of all Owners of the Bitch.



I, the undersigned

have thoroughly read and understand the contents of the entirety of this agreement and acknowledge this to be a true and binding contract.

Bitch Owner[s] :

Print name \_\_\_\_\_ signed: \_\_\_\_\_ date: \_\_\_\_\_

Stud Dog Owner:

\_\_\_\_\_ date: \_\_\_\_\_

Helen Hayek