



# Big House K9 Stud Agreement

### Stud Owner/Breeder Information

Stud Owner/Breeder Name: Daneesha Jonescu  
 Address:  
 City:  
 Telephone number: 520-840-5052

Stud Registered Name	Stud Call Name	Stud AKC#	Stud Microchip#	Stud DOB	Stud Breed

Orthopedic Foundation for Animals Certification/ PennHip- STUD					
Hips	Elbows	Patella	Heart	Eyes	Other
GENETIC					
<b>Company</b>			<input type="checkbox"/> CLEAR		
<input type="checkbox"/> CARRIER					

### Dam Owner/Breeder Information

Dam Owner/Breeder Name (please print): \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_\_  
 Telephone number: Home/Cell: \_\_\_\_\_ Work: \_\_\_\_\_

Dam Registered Name	Dam Call Name	Dam AKC#	Dam Microchip#	Dam DOB	Dam Breed

Orthopedic Foundation for Animals Certification/ PennHip- DAM					
Hips	Elbows	Patella	Heart	Eyes	Other
GENETIC					
<b>Company</b>			<input type="checkbox"/> CLEAR		
<input type="checkbox"/> CARRIER					

# Big House K9 Stud Agreement

The following is a binding agreement between Big House K9, referred to as the "Stud Owner", and the identified Dam Owner, referred to as the "Dam Owner", for the sale of Big House K9 stud's semen. Failure to comply with the requirements below will void the contract. By signing this agreement both Stud Owner and Dam Owner acknowledge that they are the owner or lessee of stud dog and/or dam and have the legal right to breed dog.

This agreement dated as of \_\_\_\_\_ is entered into between Daneesha Jonescu- Big House K9 LLC (hereinafter "Stud Owner/Breeder"), the Stud Owner, and \_\_\_\_\_, (hereinafter "Dam Owner/Breeder"). The subject of this agreement is for the purchase price of the Stud Owner's stud semen.

**The following terms and conditions are agreed to by both Stud Owner and Dam Owner:**

## Schedule of Fees:

- Non-Refundable Stud Fee \$350.00 (Required to reserve the Dam Owner's desired breeding date)
- Live Cover/Side by Side First Breeding \$1500.00
- Additional Breeding's \$250.00 each
- If you need BHK9 to transport our stud to your location (AZ only) there will be a travel fee depending on distance traveled. Our stud services require one of the BHK9 Team members to always be present. No studs will be left unattended.
- Semen Collection \$2000.00 + Shipping (depending on location)

### **1. Stud Fee**

The Dam Owner agrees to pay the Stud Owner a non-refundable stud fee of \$350.00 to reserve the Dam Owner's desired breeding date. The Dam Owner agrees to pay the Stud Owner the remaining balance of \$ \_\_\_\_\_ at time of breeding or prior to collection and shipment of the semen.

OR

### **2. Stud Fee Pick of Litter**

The Stud Dog Owner has a right to \_\_\_\_\_ puppy/puppies, that will be selected by the Stud Owner and will be the \_\_\_\_\_ (first or second pick) after the Dam Owner. The stud fee puppy must be selected within \_\_\_\_\_ weeks of being born.

### **3. Semen Collections**

The Stud Owner agrees to provide up to two semen collections and shipments for non-local breedings. The Dam Owner is responsible for all expenses associated with collecting and shipping such semen. Both the Stud Owner and the Dam Owner agree for such semen to be used for the following procedure.

- a. Fresh Semen via Artificial Insemination (AI) \_\_\_\_\_
- b. Chilled Semen via Artificial Insemination or Transcervical Insemination (TI) \_\_\_\_\_
- c. Frozen Semen via Transcervical Insemination (TI) or Surgical Implantation (SI) \_\_\_\_\_

Both the Stud Owner and the Dam Owner agree that any AI, TI, or SI must be performed by a licensed veterinarian or breeder.

### **4. Repeat Breeding**

The Stud Owner does not guarantee any puppies will result from the breeding. The Stud Owner agrees to live cover/side by side or collect and ship out one additional collection of semen for the same Dam from the same Stud Dog if no more than two puppies result from the breeding on the Dam's next heat cycle. The additional collection and shipment fees will be at the cost of the Dam Owner. A culture or veterinary exam, and a vet report indicating that dam is not pregnant will be required at dam owner's expense before a 2<sup>nd</sup> stud service will be provided. The Dam Owner must submit proof in email to [info@bighousek9.com](mailto:info@bighousek9.com) from a licensed

veterinarian that (a) date of exam determining non-pregnancy (b) breeding did not succeed or (c) litter size was not what the Stud Dog Owner guaranteed (c) any related findings regarding the dam's health.

Progesterone testing/ovulation timing for the female will be required for if a second breeding is needed.

Should the dam's health be in question and if her health may have contributed to her not getting pregnant, stud dog owner has the right to decline offering a 2<sup>nd</sup> stud service.

#### **5. Breeding Expenses**

Dam Owner is responsible for the costs associated with the dam's testing and insemination; collection, testing and transport of semen; and coordination of return of any shipping containers to the sperm bank if needed. The owner of the Dam shall pay all costs associated with artificial insemination, in addition to the stated stud fees, and shall assume all responsibility for breeding procedures of the Dam. This also includes all travel expenses where the Stud dog owner must travel greater than 50 miles per insemination round trip. Additionally, the Dam owner will pay all medical expenses unrelated to breeding incurred for the female dog, including medical attention needed if/when in the care of Stud owner.

#### **6. Vaccinations and Exams**

The Dam Owner agrees to accept full responsibility to ensure that all offspring resulting from the breeding to be treated for parasites and receive at least one round of core puppy vaccinations and at least one puppy exam by a licensed veterinarian before the puppies are sent to their new homes at a minimum of 8 weeks old.

#### **7. The Dam Owner Obligations**

The Dam Owner represents, warrants, and agrees to the following:

a. The Dam is healthy, of sound and stable temperament, is of breeding quality, disease and parasite-free, and up to date on all vaccinations. Proof of the Dam's vaccination record must be emailed to the Stud Owner at [info@bighousek9.com](mailto:info@bighousek9.com) prior to the Stud Owner accepting a Stud Service Appointment.

b. The Dam has not been recently exposed to any stud dog prior to the breeding and that she will be protected from such exposure after insemination.

c. The Dam has a negative Brucella test within the past 30 days prior to the breeding. Proof must be emailed to the Stud Owner prior to the Stud Owner accepting a Stud Service Appointment.

d. The Dam has passing OFA prelims/final for hips and elbows scores, and/or below average for PennHIP average scores, OFA CERF/CAER eye exam, OFA heart, OFA patella (mini/toy), and a full genetic panel. Proof of all documentation must be emailed to the Stud Owner prior to the Stud Owner accepting a Stud Service Appointment.

e. Proof of the Dam's pedigree must be emailed to the Stud Owner prior to the Stud Owner accepting a Stud Service Appointment.

f. The Dam is in heat and ready to ovulate. Proof of progesterone testing and optimal breeding levels must be emailed to the Stud Owner prior to the Stud Owner accepting a Stud Service Appointment.

#### **8. The Stud Owner's Right of Refusal**

The Stud Owner has the right to cancel any shipments if the Dam Owner doesn't submit all required documentation. The Stud Owner also has the right to cancel the contract if the Dam Owner is found guilty of falsifying documentation, has been dishonest in the application process, or has been disrespectful to the Stud Owner. If any of these conditions occur the contract will become void and the Dam Owner will not be refunded their stud reservation fee.

#### **9. Notification**

The Dam Owner must email the Stud Owner when pregnancy is confirmed, when puppies are born, and how many puppies were born within a week of each event.

#### **10. Accidental Breedings**

The Dam Owner agrees to keep the Dam properly confined following the breeding for the duration of her heat cycle to ensure there are no accidental breedings. If Dam is bred with another male intentionally or

unintentionally, The Dam Owner agrees to notify the Stud Owner within 12 hours. In addition, the Dam Owner agrees to have each puppy from such accidental breeding DNA testing to establish parentage prior to selling, giving away, or otherwise placing any puppy. If DNA proves that the puppies are not from Stud Owners stud dog, then this contract will be void and stud owner will keep the stud fee in full.

**11. Hold Harmless**

Dam owner agrees to hold the Stud Owner harmless from all damage or harm to the Dam owner's dog, whether caused by the Stud Owner or its agent's negligence or otherwise, except if such is caused by breeders gross negligence or with disregard for the dogs health and well-being.

**12. Care of Dam and Puppies**

Dam Owner agrees they can care for the Dam and her litter including, but not limited to vet care, food, water and proper shelter, as well as finding proper homes for the resulting puppies.

**13. The Stud Owner Obligations**

The Stud Owner represents, warrants, and agrees to the follow:

- a. The Stud is healthy, of sound and stable temperament, is of breeding quality, disease and parasite-free, and up to date on all vaccinations.
- b. The Stud has a negative Brucella test within the past 6 months prior to the collection.
- c. The Stud has passing OFA prelims/final for hips and elbows scores, and/or below average for PennHIP average scores, OFA CERF/CAER eye exam. OFA heart, OFA patella (mini/toy), and a full genetic panel.

**14. Advertising of Litter**

The Dam Owner agrees to list/tag the Stud Owner (Big House K9) with every litter advertisement, announcement, or update of the litter. Refusal to list/tag the Stud Owner (Big House K9) will result in a \$3,500 penalty.

**15. Placement of Puppies**

- a. The Dam Owner agrees to not 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, pet shop owners, shelters, or research laboratories).
- b. Dam Owner agrees that puppies resulting from this breeding shall be sold as PET ONLY on a Spay/Neuter contract. Breeding Rights shall not be given without written permission from Stud Owner for approved programs only. Should Dam Owner offer Breeding Rights without Stud Owners permission, Dam Owner will pay Stud Owner an additional \$3000 per puppy sold on a breeding contract.
- c. The Stud Owner agrees to help with the placement of the puppies if the Dam Owner requests assistance if the puppies are not placed by 10 weeks of age.
- d. The Dam Owner agrees to email the Stud Owner the list of puppies, new families, and states the puppies went to by the time puppies are 10 weeks old.
- e. The Dam Owner agrees to take back any puppies resulting from the breeding if the puppy families are no longer able to keep the puppy for the lifetime of the puppy.
- f. The Dam Owner agrees NO puppies shall be relinquished to a rescue or shelter.

**16. Health of Puppies**

The owner of the Dam agrees to notify the stud owner if any resulting puppies have health issues which could potentially be hereditary.

**17. Confidentiality of Disputes**

The Dam Owner and the Stud 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.

**18. Agreement to Mediation**

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.

**19. 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 State of Arizona without regard to the conflicts of law provisions therefor.

**20. Miscellaneous**

This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior 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 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. IN WITNESS WHEREOF, The Dam Owner and The Stud Owner have executed this Agreement effective as the Effective Date.

**Acknowledgment**

The undersigned hereby acknowledges reading and fully understanding the entire agreement and agrees to be bound by the terms hereof.

DAM OWNER (Signature): \_\_\_\_\_ Date Signed: \_\_\_\_\_

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

STUD OWNER (Signature): \_\_\_\_\_ Date Signed: \_\_\_\_\_

Daneesha Jonescu, Big House K9