



Keez Keeshonden

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Stud Contract

*This is our standard Stud contract, we reserve the right to change this contract (in any way we deem necessary to protect the interests of the breed) any time up until it is signed by the owners of the dam and accepted by the owners of the sire.

This is to certify that my stud dog _____

ANKC # _____

SIRE: _____ DAM: _____

was bred to (bitch) _____

ANKC # _____

SIRE: _____ DAM: _____

on this /these date/s _____ / _____ /20__ - _____ / _____ /20__ - _____ / _____ /20__

Owner of bitch agrees to abide by the Victorian Canine Association's "CODE OF ETHICS". (appendix "A")

The fee for this mating is (by private treaty only).

The stud fee entitles attempted breedings with the above named bitch until bred, then attempted breedings on two or more occasions (making it possible for a total of three breedings). This is providing that the bitch will allow the breedings to occur. **Forced breedings will not be done.**

It is assumed that by attempted breedings it is meant that the stud dog owners will do everything in their power to ensure a "tie" mating is achieved between the above named stud and bitch.

All stud dogs offered at Keez Keeshonden are PHPT negative, either by way of testing or by descent. It is a requirement that ALL bitches to be bred to a Keez Keeshonden stud dog are also PHPT negative, either by way of testing or by descent. (Where the bitch is negative by way of testing a copy of the bitches test results is required to be sighted before the breeding will be done).

All transportation charges and veterinary expenses will be the responsibility of the owner of the bitch.

Airport pick up and delivery will be an additional charge.

There is no charge for boarding the bitch for the first seven days, after which the charge will be \$7.00 per day. This fee includes food, water, and exercise.

If no pregnancy results from this mating, a free return service will be given only at the next heat of same bitch and to my same stud. This clause will only come into effect if the bitch owner notifies us within 14 days of the scheduled whelping date (the scheduled whelping date being 63 days from the first breeding).

If the stud is unavailable due to death or being sold to new owners (ie is no longer owned wholly or in part by the owner as stated above), then the stud fee shall be refunded in full and the obligations of both parties shall be deemed to have been met. No inference of ability to use the stud is transferred with the dog to the new owners.

If the stud is unavailable due to ill health, then the breeding is to be performed on the next season of the bitch, provided the stud is capable. If the stud is incapable, then the stud fee shall be refunded in full and the obligations of both parties shall be deemed to have been met.

If the fee is to be "Pick Of The Litter" the owner of the bitch agrees that it shall be the stud owner's pick at eight (8) weeks of age, two (2) live puppies constitutes a litter. If only one puppy, while not constituting a litter, it will serve as a stud fee if I desire. A Return Service will be given to the same stud and bitch as indicated above. If all puppies are born dead, or none survive to eight (8) weeks, I have the postponed right to choice of puppy through mating at next season to my stud. NO cash compensation is due me. If same condition occurs at second whelping, obligations of both parties are terminated. These rights (choice of puppy) are not affected by change of ownership of bitch.

A "pick of litter" stud payment will be used only in extraordinary cases and only upon prior agreement of both stud and bitch owners.

It is agreed that after viewing (either by video, photographs or physically) the resulting litter, I will sign the litter registration application, but not before the puppies are ten days old.

It is specifically agreed hereby that the owner of the stud is not obligated to sign any application for registration of this litter until and unless the stud fee has been paid in full (or, in the case of a puppy fee, the stud owner has got possession of puppy as agreed).

No refund of stud fee if no pregnancy either time.

We request a complete list of buyers' names, addresses and phone numbers along with the registered names and numbers of the puppies after the litter is sold.

Only puppies that are to be retained by the owner of the bitch or owner of the stud, are to be registered with the Bitch Owners Controlling body on the "Main Register" all other puppies are to be placed on the "Limited Register".

ALL puppies that are not directly retained* by the owner of the bitch are to be sold on a spey / neuter contract.

The stud owners reserve the right to approve all show homes for the resultant puppies of the mating between the stud and bitch mentioned above. No puppy will be sold, leased or given away with full registration papers without the written approval from the stud owners. No puppy will be transferred from the limited register to the main register without written approval from the stud owners.

A Statutory Declaration is to be completed by each of the buyers, stating that they understand that the puppies are to be neutered / spayed by the age of six months. Once the buyers have had the puppies desexed, I require that a desexing certificate be forwarded to me within 1 month of them being desexed.

A photocopy of this Statutory Declaration is to be forwarded to myself.

If the bitch changes ownership, right of full RETURN SERVICE is forfeited.**

Two live puppies to forty eight hours of age, constitute a litter. In the case of one live puppy, A RETURN SERVICE will be given to the same stud as indicated above.

If same condition occurs at the RETURN SERVICE, obligations of both parties are terminated.

If no puppies result from the RETURN SERVICE, obligations of both parties are terminated.

The bitch must meet the following requirements to qualify for breeding to our stud dogs:

- 1) The bitch must be of sound, stable temperament.
- 2) The bitch must be in good health as evidenced by a recent veterinary examination, that must include but not limited to the following:
 1. A current Brucellosis test. (Current being not more than 30 days old).
 2. A current vaginal cytology demonstrating the stage of her estrus cycle and if any bacterial diseases are present in the vagina that may cause venereal diseases or problems with her conceiving.
 3. Medical information and veterinarian's name and phone number in case of an emergency.

Upon request by the bitch owner, the stud dog owner will furnish to the bitch owner a certificate from the stud dog owners' veterinarian stating the dog is clear of any bacterial diseases that may cause venereal diseases or cause problems with conception.

In some special situations an artificial insemination will be provided but only after the bitch's owner has been notified and approves of this method.

All costs incurred in relation to the Artificial Insemination are to be borne by the bitch owner.

The owner of the bitch warrants that this bitch has not been exposed to any stud dog prior to her arrival and that she will be protected from such exposure after her return home.

If there are any queries as to the parentage of the resultant litter, DNA testing is to be performed on all of the said progeny. The cost of DNA testing is to be borne by the owner of the bitch.

The owner of the bitch hereby releases from responsibility Keez Kennels or Trevor & Cheri Rogers or its officers from any and all liabilities and/or damages to said bitch while she is in the care of Keez Kennels for breeding.

Since violations of this contract would be detrimental to the reputation and value of my stud dog and kennel name, owner of bitch agrees that any such violations entitle me to payment on demand of an amount equal to four times the above stated cash stud fee for each violation or \$5000 which ever is the greater amount.

Any other changes or additions to this contract must be stated below.

This document shall be deemed to be a legally binding contract.

If any suit or action shall be instituted to enforce or interpret this agreement, the prevailing party shall be entitled to recover from the losing party, in addition to statutory costs, such sums as all courts may adjudge as reasonable for the prevailing party's attorney's fee's in such suits, actions, or any appeals thereof.

The above agreement is made and signed this ____ day of _____ 20____ by Trevor & Cheri Rogers (The Stud Dog Owners) and the owner of the bitch to assure the well being of the animals involved and their progeny.

ACCEPTED:

**I, We, the owner of the bitch hereby certify(s)
that we have read this contract, understand it's
complete contents, and agree to it fully:**

PRIVATE _____

Signature of Stud Dog Owner

Signature of Bitch's Owner

Address _____

Address _____

Phone # _____

Phone # _____

Date: _____

Date: _____

One copy of this executed contract provided to each of the parties

Puppies due: _____ Puppies born: _____

*Directly retained means sole ownership, not co-owned and the dog must live on the premises with the owner

**Change of ownership means any transfer of the bitch out of the bitch owners name as defined at the beginning of this contract.

Appendix A – VCA Code Of Ethics.

CODE OF ETHICS AND UNDERTAKING

1. I shall ensure that at all times all dogs under my control are properly housed, fed, watered, exercised and receive proper veterinary attention, if and when required.
2. I shall not allow any dogs under my care to roam at large and when away from home ensure they are kept fully leashed, or under effective control, at all times.
3. I shall breed only for the purpose of improving the standard of the breed, and not for the pet market or any other commercial purpose.
4. That excepting in extenuating circumstances, I shall not breed from any bitch kept by causing it to be mated before it is twelve months of age. Thereafter I shall not breed from any bitch kept by me causing it to whelp more than twice in 18 months. I will not breed any bitch kept by me causing it to whelp more than six times without prior veterinary certification of fitness for further breeding.
5. I shall not permit any of my purebred dogs to be mated to a dog of a different breed, to a crossbred dog, or to an unregistered dog of the same breed.
6. I shall not sell or otherwise transfer from my care any puppy under eight weeks of age, thus allowing for vaccination to be given at six weeks of age, and the necessary ten to fourteen days for the vaccine to take effect. I shall not export a puppy under the age of 12 weeks.
7. I shall ensure that all persons acquiring dogs from me clearly understand their responsibility for the care and welfare of the animal, and that they have the time and facilities (i.e. adequate fences, sufficient room and proper shelter, etc.) to perform their obligations.
8. I shall provide to all purchasers of dogs placed by me, written details of all dietary and immunization requirements and/or an appropriate publication relating to such requirements and responsible dog ownership.
9. I shall not sell any dog to commercial dog wholesalers, retail pet dealers, or directly or indirectly to allow a dog to be given as a prize or donation in a contest of any kind.
10. I shall not knowingly misrepresent the characteristics of the breed, nor falsely advertise, or mislead any person regarding the performance of any dog.
11. I shall ensure when selling or transferring a dog to another person that documents as required by VCA Inc Rules or Regulations, will be provided to the purchaser or transferee.

Appendix B – Definition of Terms.

Artificial Insemination – The breeding of animals by means other than copulation.

Bitch – A female dog

Desexed (Spey / Neuter) – The removal by a qualified veterinarian of the sexual organs of the puppy.

Forced Breedings – Are breedings where the bitch is obviously uncomfortable with being bred.

Ownership – The person who the official (ANKC) registration papers say own the dog.

Pick of Litter – The Show Dog that in the Stud Dog owners opinion matches the breed standard the closest.

Puppy buyers – People wishing to purchase a puppy for an agreed amount of money.

Registration Application – The application form for which official registration is made with the controlling body (who is affiliated with the ANKC), for example, the Victorian Canine Association, the South Australian Canine Association.

Return Service – A second breeding of a bitch if she has not conceived the first time.

Show Dog – A Dog bred for conformation to its breed standard and shown in competition on that basis.

Show Home – A home that has promised to take the “Show Dog” and compete in confirmation shows.

Stud Dog – A Male dog used for breeding.

Stud Fee / Fee – The amount of money due and payable for using a Stud Dog.

Tie Mating – The enforced joining together of the dog and the bitch during coitus.