

# Esmond Rottweiler Stud Contract

## Esmond Rottweilers

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Dog: \_\_\_\_\_

OFA Hips \_\_\_\_\_ OFA Elbows \_\_\_\_\_ OFA Cardiac \_\_\_\_\_

CERF \_\_\_\_\_ Other Clearances \_\_\_\_\_ Tatoo/Microchip \_\_\_\_\_

DNA profile \_\_\_\_\_ AKC Number \_\_\_\_\_ D.O.B. \_\_\_\_\_

Bitch Name \_\_\_\_\_

Bitch's D.O.B \_\_\_\_\_ AKC/CKC Number \_\_\_\_\_

OFA Hips \_\_\_\_\_ OFA Elbows \_\_\_\_\_ OFA Cardiac \_\_\_\_\_

CERF \_\_\_\_\_ Other Health Clearances \_\_\_\_\_

Bitch Owner \_\_\_\_\_

Bitch Co-Owner \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_ E-mail \_\_\_\_\_

Stud Dog owner enters into this agreement with the intent to help the Bitch owner to produce healthy puppies which, in both type and temperament, will be good representatives of the Rottweiler breed. To this end, the following items are included in this Stud Contract:

### Bitch Qualifications

1. Bitch must be registered by the American Kennel Club or Canadian Kennel Club and be over 24 mos.
2. Bitch must be certified clear of Canine Hip Dysplasia and Cardiac disorders by the Orthopedic Foundation for Animals if inside the USA, or its foreign counterpart if outside the USA. Bitch must have an Elbow x-ray and CERF exam submitted and the results shared with Stud Dog Owner.
3. Bitch may have no disqualifying faults per the FCI Breed Standard for the Rottweiler and all genetic and/or health problems which exist or have existed in the bitch must be disclosed to Stud Dog owner.
4. Bitch must have good temperament, as evidenced by conformation or working titles. If the Bitch is not titled in a way to make good temperament probable, bitch owner agrees to make Bitch available for examination by Stud Dog owner. In cases where the Stud Dog owner cannot meet the bitch, owner will provide current photographs.
5. Bitch owner must provide Stud Dog owner with the bitch's three generation pedigree.
6. Bitch owner must provide current brucellosis results and a vaginal culture report performed within 14 days of the expected breeding.
7. Bitch owner warrants that this Bitch has not been exposed to any other Stud Dog from the start of her heat cycle.

### Stud Fees/Expenses

1. A stud fee of \$Private Treaty shall be payable in full prior to the first mating or insemination by cash or certified check unless other arrangements are made beforehand between the breeder and stud dog owner.
2. The Bitch owner is responsible for any and all fees associated with breeding, including, but not limited to veterinary Services, shipping fees, ovulation timing or artificial insemination fees.
3. The owner of the Stud Dog guarantees that the Bitch whelp 3 live puppies. If the Bitch fails to whelp or whelps less than three live puppies, the owner of the Bitch must notify the Stud Dog owner within 7 days of the expected whelp date. In these cases, the Stud Dog owner will provide one repeat stud service to this Bitch or an agreed upon Bitch owned or co-owned by the same owner. In the case of a substitute Bitch, all requirements of the original contract must be met. In the case that the Bitch changes ownership, there is no obligation on the part of the Stud Dog owner to provide a repeat service.
4. If, after the second mating/insemination, the original Bitch again fails to whelp, the Stud Dog owner will offer services of Stud Dog once more, only after the Bitch has undergone examination by a reproductive veterinarian and has had ovulation timing. Any attempt to mate/inseminate after the second unsuccessful mating or insemination, will be at no expense to the Stud Dog owner. In this case, Bitch owner will also incur the expense of frozen semen collection if the bitch is to be inseminated in this manner.
5. The stud fee shall not be refunded, in whole or in part, for any reason, except as specifically provided for within this contract.

**Puppy Placement**

1. Bitch owner agrees to involve Esmond Rottweilers in the decision making process when choosing homes for all puppies that result from this mating and will put the Stud Dog owner in touch with each prospective owner prior to promising any puppy.
2. Bitch owner agrees not to knowingly sell a puppy to a pet store, animal wholesaler or broker or via auction. No puppy may be sold either directly, or indirectly, to any party outside of North America without the express written consent of the Stud Dog owner.
3. Bitch owner agrees to sell all puppies on a written contract. Copy of this contract must be furnished to Stud Dog owner prior to first mating taking place. Furthermore, Bitch owner agrees to sell any puppy with a disqualifying fault per the FCI standard, on an AKC limited registration. For Bitch owners residing in Canada, pups must be sold on "non-breeding" contracts, which can be lifted once pups grow into dogs worthy of breeding.
4. Bitch owner agrees to provide the name, address and phone number of each puppy purchaser within 30 days of transfer of ownership and also agrees to provide each purchaser with the name, address and phone number of the Stud Dog owner.
5. Bitch owner further agrees to provide each owner with a letter from the stud dog [Sample Letter](#)
6. Bitch owner agrees to assume responsibility for any resultant pups for their lifetimes and agrees to accept any puppy that is returned. Bitch owner further agrees to notify Stud Dog owner of any puppy, which results from this breeding, that cannot be kept by it's original owner. In such cases, Stud Dog owner is entitled to the "first right of refusal" in the case that the Bitch owner or Breeder cannot keep the puppy.

Furthermore, Stud Dog owner reserves the right to deny any breeder or bitch for any reason. In the case that the breeding has previously been approved, Stud Dog owner also reserves the right to later refuse any bitch that is aggressive to any person while attempting to breed naturally or artificially or whose breeder is found to not be in good standing with the American Kennel Club and Canadian Kennel Club. In either case, full stud fee, less \$200 for expenses, will be refunded.

In breeding animals, there is always a risk that one may be injured during the process. Bitch owner agrees to hold the stud dog harmless from any liability or damage. In addition, the Bitch owner understands that the Stud Dog owner accepts no liability for the actions of this Bitch while in their care, including but not limited to personal injury or property damage.

It is specifically agreed that Esmond Rottweilers is not required to sign the application for registration of a resulting litter until such time as all expenses and stud fees are paid and all conditions of this contract are executed.

Any further agreement between the parties is set forth below:

This contract contains the entire agreement of the parties and shall be construed and enforced in accordance with the laws of the Province of Ontario. Both parties stipulate that there are no other agreements other than those set forth in this document. Any legal action filed by either party in an effort to enforce this contract, will be filed in Peterborough, Ontario, Canada. If any legal action occurs, the prevailing party will be entitled to recover reasonable costs and attorney's fees. Each party acknowledges that they have read and understand the terms and conditions of this Stud Service Contract and have voluntarily entered into and executed this agreement.

Signature of Stud Dog owner \_\_\_\_\_ Date \_\_\_\_\_

Signature of Bitch owner \_\_\_\_\_ Date \_\_\_\_\_

Signature of Bitch co-owner \_\_\_\_\_ Date \_\_\_\_\_