

# Shadymist Kennel, LLC

*~From Our Home to Your Hearts~*

## Stud Service

### Agreement for: "Regis"

**Reg. Name: Kingsley of Sunflower Valley at Shadymist**

**AKC Reg #: SS00104501**

**Microchip/Tattoo #: 933000120071144**

**DOB: 24 November 2016**

The following sale and agreement is made and entered into by and between the following persons and is effective this, the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Owner/Breeder:

Marnie J Harrell

### Shadymist Kennel

9635 W. Providence Road

Richmond, VA 23236

(804) 683-9544

Owner/Breeder's Signature: \_\_\_\_\_  
Marnie J Harrell

### Bitch Owner:

Printed Name(s): \_\_\_\_\_

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

\_\_\_\_\_

PH# \_\_\_\_\_

Email: \_\_\_\_\_

Bitch Owner Signature(s): \_\_\_\_\_

**Bitch Owner** shall give consideration in the form of a stud service either "Pick of Litter" puppy, being 1<sup>st</sup> pick either male or female puppy, of Stud Owner's choice; or a fee of \$4,000.00, and performance in accordance with the terms and conditions set forth in this agreement.

**A stud fee deposit of \$2,000.00, is due in full upon acceptance of the terms of this contract, the balance of which is due and payable no later than 4 weeks after litter is whelped.**

**Stud Owner** shall give consideration in the form of providing fresh, fresh chilled, or frozen semen, whichever is readily available or necessary based on logistics of timing and distance. Stud owner is responsible for semen collection fees only. Stud owner can provide a clear brucellosis certificate upon request.

**Bitch Owner** is required to track the bitch's ovulation with no less than 2 progesterone tests. If Bitch Owner chooses to forego progesterone testing, Stud Owner makes no warranties or guarantees for successful mating, and will not provide a repeat breeding if no litter is produced, or of litter size is less than 3 puppies.

**Any and all progesterone tests, evaluation, insemination, and shipping fees are the sole responsibility of the bitch owner.**

#### **STUD OWNER'S REPRESENTATIONS AND LIMITED WARRANTY**

##### **Stud Owner's Representations:**

- a) Should breeding be unsuccessful, or successful but produce 2 or fewer live puppies after two weeks postpartum Bitch Owner is entitled to a repeat breeding from this stud for the same bitch, or another bitch owned by Bitch Owner if original bitch is unable to be bred again for any reason.
- b) In the event Bitch Owner wishes to use a different bitch than the one covered in this agreement, the replacement bitch must be approved by stud owner. The considerations for any replacement bitch are the following:
  - 1) Pedigree
  - 2) Health testing
  - 3) Previous breeding history
  - 4) Disposition
  - 5) Conformation
  - 6) Combined COI <8% w/stud dog

##### **Bitch Owner Agrees:**

- (a) Bitch being bred under this agreement must have a CBC performed no more 90 days prior to breeding to include brucellosis, heartworm, and lyme to establish bitch is healthy and free from any disease that could negatively impact the bitch's ability to conceive and/or carry puppies full term.
- (b) All puppies produced under this agreement by this stud dog will ONLY be registered with AKC and no other kennel club in the US, no exception.
- (c) No puppies produced under this agreement by this stud dog will be sold or registered with AKC unlimited registration (with breeding/showing rights) except those puppies kept by bitch owner as a future breeding prospect for Bitch Owner only, or any puppy chosen by Stud Owner as "pick of the litter" for stud service.

***\*\*\*All Veterinarian fees and expenses shall be the sole responsibility of the Guardian. Under no circumstances shall Shadymist Kennel be held responsible for any expenses for any animal not in the possession of Shadymist Kennel with the exception of those fees relating directly to breeding.***

**Any disputes arising out of or relating to this Agreement shall be litigated solely and exclusively in the Circuit Court of Chesterfield County, Virginia.**

***This Agreement has been read by, and is understood by, the Bitch Owner(s) and Bitch Owner(s) accept and agree to, all terms contained in this Agreement and further acknowledges receipt of a copy of this Agreement.***

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**BITCH OWNER SIGNATURE**

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STUD OWNER (Shadymist Kennel / Marnie J Harrell)