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STUD SERVICE CONTRACT

It should be noted that this Contract defines the responsibilities of both parties to the Contract, that it is made and signed to assure the well-being of the animals involved and their progeny, and that it constitutes full agreement of the parties with regard to breeding of the Maltese bitch and Maltese stud listed below.

ON THIS DATE, _____ this Contract is made between

_____ currently
residing at _____
_____ telephone number _____,

Owner(s) of the Maltese stud:

Registered Name _____

Call Name _____ Whelped _____

AKC # _____ Color _____

Sire _____ AKC # _____

Dam _____ AKC # _____,

[STUD OWNER(S)], and _____

currently residing at _____,

telephone number (_____) _____, Owner(s) of the following Maltese bitch:

Registered Name _____

Call Name _____ Whelped _____

AKC # _____ Color _____

Sire _____ AKC # _____

Dam _____ AKC # _____

[BITCH OWNER(S)], for the purpose of breeding said bitch to the Maltese stud.

IT IS HEREBY AGREED BY BOTH PARTIES THAT THE FOLLOWING CONDITIONS WILL BE MET AND THAT NO OTHER WARRANTIES OR CONDITIONS ARE EITHER EXPRESSED OR IMPLIED:

BITCH OWNER(S) agree(s) to provide:

- written veterinary certification that the bitch has been tested negative for brucellosis within the prior thirty (30) days of the breeding,
- 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 conceiving,
- legible photocopy of the AKC registration certificate of the bitch,
- proof of DNA certification through AKC,
- legible photocopy of her pedigree, and
- proof of current shots and wormings.

BITCH OWNER(S) also agree(s) to have the bitch bathed, groomed, and free of fleas or parasites before shipping or delivering bitch for breeding.

STUD OWNER(S) reserve(s) the right to refuse stud service if the bitch:

- Is not AKC registered,
- Is not DNA certified through AKC,
- Is deaf,
- Is not sound in temperament and/or conformation, or
- Appears unhealthy, obese, or in poor condition.

STUD OWNER(S) agree(s) to house the visiting bitch in a safe and comfortable environment with all necessary precautions; however, STUD OWNER(S) will not be held responsible for her injury or loss.

STUD OWNER(S) guarantee(s) to practice due diligence in providing the necessary environment for an actual mating (and "tie") ONLY, and do(es) not guarantee pregnancy nor puppies, living or dead, will ensue from this mating. BITCH OWNER(S) hereby release(s) from responsibility STUD OWNER(S), descendents and heirs from any and all liabilities and/or damages to said bitch while she is in the care of STUD OWNER(S).

If the bitch fails to be in whelp (pregnant), BITCH OWNER(S) must give notice not later than sixty-five (65) days after the date of mating. STUD OWNER(S) agree(s) to provide a repeat stud service for no additional stud fee to the same bitch in her next season, or another bitch with approval of the STUD OWNER(S), under the same terms of this Contract in the event that one or more puppies do not result from this breeding.

STUD OWNER(S) reserve(s) the right to charge a boarding fee at the rate of \$7.00 per day, after the seventh (7th) day.

BITCH OWNER(S) hereby agree(s) that this Maltese bitch will not be bred to any other male dog during her heat cycle, other than the stud listed herein, and that utmost care will be taken to ensure that she is not bred to any other male after stud service has been provided.

BITCH OWNER(S) agree(s) to pay any and all incurred expenses, including stud, bitch, veterinarian, shipping, delivery, boarding, and any other miscellaneous expenses, if required, associated with or incurred for the purpose of breeding this Maltese bitch, and acknowledge that STUD OWNER(S) is/are not liable or responsible for any expenses incurred in association with the breeding of this Maltese bitch.

BITCH OWNER(S) certify(ies) that (th)he(y) will not sell offspring from this breeding to any agent, pet store, puppy mill, kennel, or individual or agent of an individual whose purpose is mass production, wholesaling or retailing of Maltese, i.e., any mass-producing kennel or business. BITCH OWNER(S) will immediately pay a penalty of \$500.00 to STUD OWNER(S) for each puppy offered in breach of this condition.

Payment of the stud fee shall be the choice of one:

- \$ _____ U.S. Dollars, with half payment paid before the breeding and the final half payment paid before the STUD OWNER(S) sign(s) the litter registration papers, or
- STUD OWNER(S) reserve the right to pick of the litter whelped by this Maltese bitch for this breeding.

If the payment is in U.S. Dollars, there will be no refund of stud fee in part or in full.

If the payment of the stud fee is choice/pick of the litter, the following conditions are hereby agreed to:

This Contract shall remain in effect until such time as this Maltese bitch whelps a live litter, and STUD OWNER(S) has/have chosen one (1) live AKC-registerable puppy as payment for stud services. A live litter shall be construed as one (1) live Maltese puppy, and it is alive at seven (7) days of age. If there is only one puppy born of this mating, regardless of sex, this puppy shall constitute choice/pick of litter. If all puppies are born dead, or none survive to the age of six (6) weeks, the STUD OWNER(S) has/have the right to choice of puppy through mating at the bitch's next heat/season to the above-named stud.

BITCH OWNER(S) agree(s) that no puppies from this breeding will be sold until the STUD OWNER(S) has/have seen the litter, either in person or by photos, and has/have made the pick of litter choice.

STUD OWNER(S) may make choice/pick of litter at the age of 6-12 weeks, but no later than when the puppies are four (4) months old. After four (4) months of age, right of choice and/or payment of stud fee are forfeited and nonexistent.

BITCH OWNER(S) agree(s) to transfer ownership of the chosen pick of the litter puppy to STUD OWNER(S) with properly signed, AKC full registration papers and no restrictions on registration whatsoever in order to fulfill this Contract. BITCH OWNER(S) agree(s) that puppy may bear the name of "Anna's Heavenly" in the registered name.

If the BITCH OWNER(S) live in close proximity where travel to view the litter can be accomplished by either party, the OWNER(S) of this Maltese bitch agree to make arrangements with STUD OWNER(S) to allow personal inspection of said litter for choosing pick. If BITCH OWNERS(S) do not live in close proximity, BITCH OWNER(S) agree(s) to send pictures of all the puppies born of the litter at regular intervals, no longer than two (2) weeks between intervals, and agree(s) to contact STUD OWNER(S) prior to sending the pictures with notice and confirmation of address to send the pictures, until STUD OWNER(S) has/have chosen the selection from the litter, and at regular interval(s) thereafter, agreed to by both parties, until such time as arrangements are made to deliver the pick to STUD OWNER(S). Delivery of said pick of the litter shall be at the expense of the BITCH OWNER(S).

STUD OWNER(S) reserve(s) the right to have the chosen puppy pick examined by a licensed veterinarian within seventy-two (72) hours of possession. Should said puppy be determined to be in ill health, or show any physical defects not readily determined by visual inspection, said puppy pick may, upon presentation of written diagnosis, be returned to the BITCH OWNER(S), for another Maltese of equal value from the same litter or subsequent litters, when available, the choice of which to be determined by STUD OWNER(S).

BITCH OWNER(S) agree(s) that the chosen pick of the puppy litter will reside at the home of the BITCH OWNER(S), have access to a fenced yard, if applicable, will not be chained or tethered, and will be provided with proper housing, a good quality diet, all required shots, wormings, and exercise until delivered to STUD OWNER(S).

This Contract will remain valid and may be enforced by STUD OWNER(S) until such time as this Contract is fulfilled. This Contract does not extend beyond the choice of one (1) pick of any litter whelped by this Maltese bitch.

Should it become necessary to enforce any part of this Contract by legal means, appropriate attorney's fees, court costs, and all travel expenses will be the responsibility of THE OWNER(S) of this Maltese bitch. This Contract will be deemed a legally binding Contract, and is under the jurisdiction of the state of Arizona, in the county of Maricopa. It is further agreed that the place of venue shall be Maricopa County, Arizona.

I/WE, THE OWNER(S), hereby certify that I/we have read this Contract in full, understand its complete contents, and agree to it fully.

Signed and witnessed, this _____ day of _____, 20_____.

Owner

Owner

Annamaria Maratona, or Agent

Witness

Address

City, State, Zip

Telephone Number