

*FloriDachs Miniature Dachshunds*

*STUD CONTRACT*

Teresa L. Phoenix (hereafter "Stud Owner") and \_\_\_\_\_  
(hereafter "Bitch Owner") hereby agree to the following terms and conditions concerning the  
mating (breeding) of the specifically described dogs listed below:

Stud Name: \_\_\_\_\_

Call Name: \_\_\_\_\_

Registration Number: \_\_\_\_\_

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

Call Name: \_\_\_\_\_

Registration Number: \_\_\_\_\_

The Bitch Owner will pay the Stud Owner a fee of \$\_\_\_\_\_ for the breeding,  
The Stud Owner **may/may not** choose a pick of the litter **male/female** puppy from this litter in  
lieu of the stud fee.

The Bitch Owner will deliver or send the bitch to the Stud Owner and will leave the bitch in the  
Stud Owner's care for a minimum of **4** days. The Bitch Owner will provide any pre-determined  
medication(s) or special dietary requirements for the bitch. The Stud Owner will provide shelter,  
care and sustenance for the duration of the bitch's stay. Bitch will be kept inside the Stud  
Owner's home during the duration of her stay. Stud Owner will make his/her greatest effort to  
make sure the Bitch feels comfortable during her stay. Bitch will be adequately quarantined  
(separated) from any of the Stud Owner's other male dogs.

*Under no circumstances will any of the resulting puppies from this breeding be sold to brokers,  
pet shops or puppy mills. Any violations of this clause will result in a suit for \$5,000 in damages  
and will be pursued in a Pinellas County court of law.*

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The Bitch Owner verifies that the respective Bitch is capable of breeding and does not suffer from any contagious conditions (including but not limited to Parasites, Rabies, Parvovirus and Brucellosis).

The Stud Owner makes no claims regarding Brucellosis. Our dogs are healthy actively breeding animals & show no signs of infection. Bitch Owner acknowledges this statement.

The Bitch will be covered (bred) a minimum of two to three times naturally during her stay as determined by the Stud Owner. If requested, we can offer to do AI (artificial insemination) in lieu of natural cover at the Bitch owner's discretion. \_\_\_\_\_ (initial here)

**As long as there is at least a single tie, or the breeding is otherwise consummated (slip tie), there will be no refund of the stud fee in whole or in part. \_\_\_\_\_ (initial here)**

If the above-mentioned bitch fails to whelp, the owner of the bitch must give notice verbally and in writing no later than ten (10) days after the due date. **A return service will be given to the same bitch without charge on the next heat cycle as long as written proof from a licensed veterinarian is provided stating that the Bitch did not abort or whelp within the last 10 days.** If the Bitch Owner fails to notify Stud Owner regarding failure to whelp within the above mentioned time limit, return service is forfeited. If other arrangements have not been made in writing between the Stud Owner and the Bitch Owner and the Bitch is not bred on her next season, or is bred to another Stud Dog on her next season, the stud fee is forfeited and the Contract is **null and void.** \_\_\_\_\_ (initial here)

If the breeding is successful, a "successful litter" will be defined as **2** or more pups born alive and living at least **14** days. If **ALL** puppies are not viable at birth, meaning **ALL** puppies do not live more than **14 days**, written **proof of cause** from a licensed veterinarian will be required and barring Bitch Owner's negligence or a reproductive congenital defect in the Bitch, a return service will be given to the same bitch without charge on the next heat cycle.

It is understood that the Stud Owner shall maintain reasonable care of the bitch while at the stud dog owner's facility or under the care of the stud dog owner or agent. **The Stud Owner or agent shall not be held liable/responsible for any loss, injury or death of the Bitch while under their supervision. This clause is non-negotiable.**

\*\* Reasonable care is defined as food, water and pleasant shelter accommodations in a clean environment.

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The Stud Owner has **no liability/responsibility for any veterinarian care/fees** that may be incurred by the Bitch Owner as a result of this breeding and the subsequent whelping. All costs associated with this breeding and the subsequent whelping are the **sole responsibility of the Bitch Owner**.

Additions/Exceptions must be in writing and amended to this contract. (signed, dated and initialed by all parties or they are non-binding, considered null & void under this contract)

By this Contract, it is specifically agreed that the Stud Owner is not obligated to sign the application for Litter Registration until the Stud Fee and any other related financial / compensation arrangements have been **paid in full**, or, in the case of a **“pick of the litter”** puppy-back agreement (in lieu of the Stud Fee or as partial Stud Fee), until the Stud Owner has taken possession of the health certified puppy as previously agreed. Failure to fulfill the pick of the litter clause of this contract or to properly report accurate details of the whelping (# of puppies, gender) will result in a legal suit for double the originally quoted Stud Fee for breach of contract or failure to perform/execute as expected up to and including court fees (\$ \_\_\_\_\_) in a Pinellas County court of law.

I understand the above written Contract in its entirety and agree to abide by all sections/clauses within, both typed and/or hand written.

Both parties agree to all of the above conditions, agreements and terms.

In witness to their agreement to the terms of this contract, the parties affix their signatures below:

\_\_\_\_\_  
Signature (Stud Owner) Printed Name

\_\_\_\_\_  
Signature (Bitch Owner). Printed Name

Date: \_\_\_\_\_