

New Zion Shilohs
"Breeding Better Shepherds"
Breeder's Agreement Contract

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This document will serve as a legal and binding contract between Lisa Barber, herein after called the "Breeder", and _____, herein after called the "Owner."

This contract will remain in effect until such time as it has been fulfilled or terminated by the agreement of both parties.

Dog's Name: _____ D.O.B. _____ ISSR#: _____

Coat: _____ Color: _____ Temperament: _____

Dog was Sold/Fostered as a Puppy Unproven Adult Stud Proven Stud Dog

Full Value of Stud Dog is agreed as: \$ _____.

The Owner has agreed to pay \$ _____ for said Dog, plus _____ free breedings.

Total cash paid is: \$ _____, plus minimum of _____ free breedings *New Zion Shilohs*.

Dog's Sire: _____ ISSR#: _____

Dog's Dam: _____ ISSR#: _____

Dog Owner(s): _____

Address: _____

Home Phone: _____ Cell: _____

Email: _____

The above described Shiloh Shepherd male has been transferred, and will reside with the new Owner. The ISSR registration and additional paperwork will carry the Breeder's name until the Breeder's Agreement has been fulfilled.

Breeder: _____ Witness: _____

Owner: _____ Witness: _____

New Owner Responsibilities

1. The Owner must take full responsibility for said Dog's care. All vaccination records must be available for Breeder's inspection. The said Dog must also have all regular boosters and immunizations (appropriate to your lifestyle and regional area).
2. The Owner must give the Dog proper nutritional concern, referring to New Zion Shiloh's Nutritional Agreement. If Owner has any questions regarding feedings or nutrients, please contact Ms. Barber or post questions on the New Zion Shilohs forum.

_____/_____
Owners Initials/Date

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3. In the event of accident or injury, the Owner must immediately inform the Breeder of Dog's condition. Any necessary veterinary or hospital charges are the responsibility of the Owner.
4. The Owner is responsible for registering the Dog for both Puppy (if necessary) and Adult ISSR numbers in a timely manner. Please refer to the Puppy Registration Letter for additional information.
5. The Owner must agree to give the Dog proper socialization for mental health and stability. Please refer to New Zion Shiloh's Socialization Agreement. Failure to adhere to this responsibility could jeopardize the Dog's breeding status.

Stud Dog Qualifications and Guarantees

1. *Stud Dog* must have adult registration papers from the International Shiloh Shepherd™ Registry.
2. *Stud* must be certified clear of Canine Hip Dysplasia by either OFA or Penn Hip radiographs or by approval from the Breed Warden.
3. *Stud* must have a clear Holter test done between 6 months and one year of age.
4. *Stud* must have DM test with a Carrier or Clear result.
4. *Stud owner* certifies with test results that Stud has acceptable sperm count levels. Individual sperm should be well-formed and mobile.
5. *Stud owner* certifies with test results (conducted after last breeding and less than 30 days prior to present breeding) that said Stud is free of canine brucellosis and is in good health at the time of breeding or semen collection.
6. *The owner* of the Stud Dog guarantees conception of one puppy per breeding. If puppies are not conceived, a second breeding will be provided.
7. *If*, after second breeding, the Bitch fails to conceive, Stud services will be offered once more, only after the Bitch has undergone complete reproductive examination and has had ovulation timing, and Stud has had sperm testing (if not done so already).
8. Stud dog must be Embark Genetic tested and test results sent to the Breed Warden.

Natural Breedings

Stud Dog Owner Responsibilities

1. *Stud owner* must have transport for breeding Bitch from the Bitch Owner's care or airline carrier.
2. *Stud owner* must have safe, secure housing facilities (eq. concrete pad with 6ft. chain-link fence, topped with roof cover, and wire crate) for the Bitch during her visit to the Stud. If such facilities are not available at the Stud owner's home, arrangements should be made with a local veterinarian for boarding, at Stud owner's expense. If possible, the breedings can then be conducted at the vet clinic/hospital, again, at the Stud owner's expense.
3. *The breeding Bitch* will be provided with normal, everyday care while residing with the Stud owner. This does not include special dietary concerns and extensive exercise regimes.
4. *Stud owner* guarantees a minimum of three matings or "ties" between the Bitch and Stud.
5. *Stud owner* will assume responsibility of the Bitch while in Owner's care, which includes cost of housing and feeding, or boarding, and any veterinarian visits necessary due to breeding or Stud dog owner negligence (eq. dog fight, injury during breeding, accidental tie by neighbor's dog). Any genetic or pre-disposed tendencies (eq. bloat) will be the responsibility of both parties.

Artificial Inseminations

Stud Dog Owner Responsibilities

1. *Stud Dog* owner must have live semen tested upon collection for quantity, health, and mobility.

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2. *Stud owner* must coordinate with Bitch owner to determine the Bitch's peak time of conception to arrange for a viable semen collection.
3. *Stud owner* must have pre-arranged appointment with her/his local vet to conduct semen collection.
4. *Stud owner* is responsible for the expenses of the semen collection and overnight, or same-day, secured shipment to the Bitch owner. There will be two shipments per breeding that will be sent to the Bitch owner for insemination.
5. *If the first breeding* does not take, the Stud owner will furnish additional sperm for a second breeding at no charge. Costs incurred for AI kits, collection, etc. by both parties will remain the same.
6. *Stud owner* must send additional semen for third AI, providing that the breeding Bitch has had a clear reproductive exam. Additional arrangements may also be considered if the Stud and Bitch are not producing together.

Legalities

1. In the event the Dog is lost, killed, or injured seriously, so as to render him unable to be bred, in consequence of any Owner negligence, or that of his/her agents or employees, the sum of \$1,000.00 is to be paid promptly to the Breeder as liquidated damages. Further, the Breeder shall have the right to repossess said Dog. If the Dog was purchased as an adult, the Owner would be responsible for the balance of the full value of the Dog at the time of purchase.
2. Should the Owner find him/herself unable or unwilling to fully comply with the terms of this contract, with respect to care, breeding, etc., the Dog must be returned to *New Zion Shilohs* forthwith. Failure to return the Dog under these circumstances, the Owner hereby gives the Breeder the following options:
 - A. The Breeder's agent may take possession of the Dog from the Owner's property, providing the Dog is in good health; and the Owner signs the ISSR paperwork completely to the Breeder, making this contract null and void; or
 - B. The Breeder can subject the Owner to liquidated damages in the amount of \$5,000.00, attorney's fees in the amount of \$2000.00, and the legal cost of bringing this action to enforce the terms of the contract.

I have read and understood the terms and conditions for this contract and agree to abide by them until such time as the contract is fulfilled.

Owner's Name: _____ **Date:** _____

Owner's Signature: _____

Witness Signature: _____ **Date:** _____

Witness Signature: _____ **Date:** _____

Notary: _____ **Date:** _____

_____/_____
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