



Chesapeake Bay Bostons



Sparrows Point, Maryland

STUD CONTRACT

Bitch Owner Name (Print Name): _____

Bitch Owner Address: _____

Bitch Owner Primary Phone: _____

Bitch Owner Secondary Phone: _____

Bitch Owner Email Address: _____

Stud Owner Name (Print Name): _____

Stud Owner Address: _____

Stud Owner Primary Phone: _____

Stud Owner Secondary Phone: _____

Stud Owner Email Address: _____

This is to certify that (Registered Bitch Name): _____

With AKC # _____ and by call name of _____

Was bred to (Stud Dog Registered Name): _____

With AKC # _____ and by call name of _____

On Date(s): _____ due to whelp on (64 days): _____

For a consideration of (Amount) \$ _____ or Pick of the litter

(See Terms & Conditions)



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TERMS & CONDITIONS

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 Boston Terrier breed. To this end, the following items are included in this Stud Contract:

- 1.) All fees are payment for the stud service only and are not to be construed as a guarantee of puppies. If the bitch fails to whelp or whelps fewer than two living puppies at birth, the owner of the bitch must notify the stud dog owner not more than 65 days after the date of the last mating. There shall be no refund in whole or part, but a return service to the same stud shall be provided at the same bitch's next heat if both are still available; if not available, to an agreed alternate.
- 2.) If a bitch fails to whelp or give birth to two living puppies as a result of this second mating, then this agreement shall be terminated and the stud dog owner shall have no further obligations.
- 3.) If ownership of the bitch changes, right of return service shall be at the option of the stud dog owner.
- 4.) Copies of the following items are needed prior to or at the time of service
 - a. AKC Registration
 - b. Four (4) Generation Pedigree
 - c. Current Negative Brucellosis results performed within 14 days of the expected breeding.
 - d. Health Certs / Clearances as listed below; must be CLEAR
 - i. Juvenile Cataracts (JHC)
 - ii. Canine Hyperuricosuria, (HUU)
 - iii. Canine Degenerative Myelopathy (DM)
 - iv. Patella Luxation
- 5.) It is specifically agreed that the stud dog owner is not obligated to sign the application for registration of this litter until the stud fee has been paid in full or, in the case of a puppy fee; the stud owner has possession of the puppy or puppies as agreed. Nor is the stud dog owner required to sign the litter application if any of the conditions in this contract have not been followed or if there is a question as to the parentage of the resulting puppies.
- 6.) If pick of the litter is the consideration, owner of stud dog agrees to make their pick of the litter at 6 weeks of age.



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BITCH QUALIFICATIONS

- 1.) Bitch must have full registration through the American Kennel Club and be over 18 mos.
- 2.) Bitch will be health tested in accordance with the guidelines set forth by the Boston Terrier Club of America. These clearances must be supplied to the stud dog owner prior to any breeding.
 - a. Juvenile Cataracts (JHC) CLEARED
 - b. Canine Hyperuricosuria (HUU) CLEARED
 - c. Canine Degenerative Myelopathy (DM) CLEARED
 - d. Patella Luxation CLEARED
- 3.) Bitch may have no disqualifying faults per the Boston Terrier Breed Standard and all genetic and/or health problems which exist or have existed in the bitch must be disclosed to Stud Dog owner.
- 4.) Bitch owner warrants that this Bitch has not been exposed to any other Stud Dog from the start of her heat cycle.



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STUD FEES

1.) A stud fee of \$_____ shall be payable by 50% at first mating and remainder of balance due 96 hours (4 days) after puppies are whelped by cash or paypal unless other arrangements are made beforehand between the breeder and stud dog owner. If other arrangements are made, please see Special Conditions Section below.

- Received \$_____ Cash / Check / PayPal Payment on ____ / ____ / ____ for the deposit.
- Received \$_____ Cash / PayPal Payment on ____ / ____ / ____ for the final payment.

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.) Reasonable care will be given to the bitch while in the possession of the stud dog owner. Owner of the stud dog agrees to keep the bitch to be bred confined and inaccessible to all other male dogs until the bitch has been bred and returned to her owner.

4.) The stud fee shall not be refunded, in whole or in part, for any reason, except as specifically provided within this contract.



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PUPPY PLACEMENT & BITCH OWNER RESPONSIBILITY

- 1.) The bitch owner agrees that all puppies resulting from this litter will be properly cared for and placed in the proper homes. 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.
- 2.) No puppy resulting from this breeding shall be either directly or indirectly transferred to wholesale outlets, dog dealers, brokers, humane shelters, laboratories, pet shops or their agents.
- 3.) Bitch owner agrees to sell all puppies on a LIMITED REGISTRATION written contract with a SPAY/NEUTER Agreement. If after 12 months of age, the bitch owner receives the following clearances from the pup owner showing the pup has passed all health testing and is of AKC breed quality, the limited registration can be lifted and the spay/neuter agreement waived. If this is done, Bitch owner must give notice of this waiver along with copies of the health clearances to CHESAPEAKE BAY BOSTON TERRIERS within 15 days of the waiver being signed and said pup being released.
 - a. Juvenile Cataracts (JHC) CLEARED
 - b. Canine Hyperuricosuria (HUU) CLEARED
 - c. Canine Degenerative Myelopathy (DM) CLEARED
 - d. Patella Luxation CLEARED
- 4.) Bitch owner agrees to provide a copy of each puppy contract to CHESAPEAKE BAY BOSTON TERRIERS within 15 days of transfer of ownership. Contracts should include (1) The buyers Name, (2) Address, (3) Email address, (4) Contact Phone Numbers, and (5) Terms and conditions regarding limited registration and the spay/neuter agreement. Bitch owner shall also provide each purchaser with the name, address, email address, and phone number of CHESAPEAKE BAY BOSTONS.
- 5.) 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 CHESAPEAKE BAY BOSTONS of any puppy, which results from this breeding, that cannot be kept by it's original owner. In such cases, CHESAPEAKE BAY BOSTON TERRIERS is entitled to the "first right of refusal" in the case that the Bitch owner cannot keep or properly rehome the puppy.
- 6.) The owner of the stud will, as a matter of courtesy only, refer prospective puppy purchasers to the owner of the bitch when the puppies are at least seven weeks old.



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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. 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.

This contract contains the entire agreement of the parties and shall be construed and enforced in accordance with the laws of Maryland. 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 Baltimore County Courts in Baltimore, Maryland. 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 and executed this agreement.

Other Special Conditions (if any):

ANY VIOLATIONS OF THIS CONTRACT WILL RESULT IN A PENALTY OF \$3,000.00 PER PUPPY PRODUCED BY THIS BREEDING PAID BY THE BITCH OWNER TO STUD OWNER.

Stud Owner Name (Print)

Bitch Owner Name (Print)

Stud Owner Name (Signature)

Bitch Owner Name (Signature)

Date Signed

Date Signed



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IMPORTANT ITEMS TO NOTE

| TERMS | APPROX DATE | ACTUAL DATE | COMPLETED |
|---|-------------|-------------|-----------|
| DATE STUD CONTRACT WAS SIGNED | | | |
| DATE OF 1 ST STUD PAYMENT & DATE OF 1 ST BREEDING | | | |
| DATE OF 2 ND BREEDING | | | |
| DATE OF 3 RD BREEDING (IF NEEDED) | | | |
| DATE OF 4 TH BREEDING (IF NEEDED) | | | |
| APPROXIMATE WHELP DATE (64 DAYS FROM 1 ST TIE) | | | |
| DATE OF FINAL STUD PAYMENT (4 DAYS FROM WHELP) | | | |
| DATE LITTER APPLICATION SIGNED (4 DAYS FROM WHELP) | | | |
| PICK OF LITTER REQUIRED (6 WEEKS FROM WHELP) | | | |
| PUPS ABLE TO LEAVE (8 WEEKS FROM WHELP) | | | |
| COPIES OF CONTRACTS SENT TO CHESAPEAKE BAY (15 DAYS FROM TRANSFER OF OWNERSHIP; APPROX 10 WEEKS FROM WHELP) | | | |
| PUPPIES 1 YEAR BIRTHDAY! (TO POSSIBLY LIFT SPAY/NEUTER) | | | |
| RECEIVED NOTICE OF WAIVER AND HEALTH CERTS (15 DAYS FROM ACTUAL WAIVER) | | | |

MALES LIVE MALES STILLBORN
 FEMALES LIVE FEMALES STILLBORN
 TOTAL LIVE TOTAL STILLBORN

ANY NOTES FROM BITCH OWNER IN REGARDS TO WHELP:

ANY NOTES FROM BITCH OWNER REGARDING PUPS HEALTH/TEMPERAMENT: