

## **Stud Dog Service Contract (Texas-Specific, Ethical Breeding Alignment)**

This Stud Dog Service Contract (“Agreement”) is entered into under the laws of the State of Texas. This document is provided as a sample for educational purposes and should be reviewed by legal counsel if used as a binding contract.

### **1. Identification of the Dogs**

This Agreement certifies that the following breeding was conducted under the terms set forth below.

**Stud Dog:** \_\_\_\_\_

**Registration Number(s):** \_\_\_\_\_

**Bitch:** \_\_\_\_\_

**Registration Number(s):** \_\_\_\_\_

**Date(s) of Breeding:** \_\_\_\_\_

**Estimated Due Date:** \_\_\_\_\_

### **2. Purpose and Ethical Breeding Statement**

The parties affirm that this breeding is conducted for the purpose of responsible, ethical improvement and preservation of the breed, including functional soundness, temperament, and health.

Both parties agree that:

- No breeding shall be conducted for commercial resale, mass production, or wholesale distribution.
- The welfare of the dogs involved takes precedence over financial considerations.
- All puppies produced shall be raised humanely and placed in screened, responsible homes.

### **3. Stud Fee and Consideration**

The stud fee for this breeding is \$ \_\_\_\_\_, payable as follows (check one):

**Cash Fee** — Payable at or before the time of mating

**Puppy Fee** — To be satisfied by the stud dog owner’s selection of puppy(ies) under the terms below:

**Puppy Selection Terms:**

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All fees constitute payment for stud services only and do not guarantee pregnancy, litter size, puppy viability, or future performance.

#### **4. Failure to Whelp / Return Service**

1. If the bitch fails to whelp or produces fewer than two (2) live puppies, the bitch owner must notify the stud dog owner in writing within sixty-five (65) days of the final breeding date.
2. No refund shall be issued. A single return service shall be offered at the bitch's next heat cycle, provided:
  - Both dogs are still alive, healthy, and available.
  - All contract terms were complied with.
3. If a second breeding does not result in at least two (2) live puppies, this Agreement shall terminate, and no further obligation shall exist.
4. If ownership of the bitch changes, return service is void unless expressly approved in writing by the stud dog owner.

#### **5. Artificial Insemination (AI)**

If artificial insemination is used:

- The bitch owner bears all veterinary, collection, storage, shipment, and insemination costs.
- The stud dog owner makes no representations regarding conception success.
- AI must be performed by a licensed veterinarian or qualified reproductive professional.

#### **6. Care, Confinement, and Supervision**

1. The bitch owner agrees to strictly confine the bitch and prevent exposure to all other intact males from the onset of heat until she is fully out of season.
2. If the bitch is boarded with the stud dog owner:
  - Reasonable care consistent with Texas animal welfare standards will be provided.

- The stud dog owner shall not be liable for illness, injury, or events beyond reasonable control, except in cases of gross negligence.

## **7. Required Health and Registration Documentation**

The following documentation must be provided prior to or at the time of service:

- Registration certificate(s) (AKC, UKC, or recognized breed registry)
- Four-generation pedigree
- Current negative brucellosis test
- Current vaccination and parasite control records
- Hip screening results (OFA and/or PennHIP)
- Applicable genetic screenings (e.g., MDR1, CEA, PRA)

Failure to provide accurate documentation constitutes a material breach of this Agreement.

## **8. Puppy Placement and Lifetime Responsibility**

1. The bitch owner agrees that:
  - Puppies will not be sold to brokers, dealers, pet stores, auctions, shelters, laboratories, or agents thereof.
  - Puppies will be placed only in homes that meet ethical ownership standards.
2. The bitch owner agrees to:
  - Maintain breeder responsibility for puppies produced.
  - Accept return of any puppy that cannot be retained by its buyer, or ensure safe rehoming without shelter surrender.
3. Upon request, the bitch owner shall provide the stud dog owner with:
  - Buyer contact information
  - Intended purpose of each puppy (working, breeding, companion)

## **9. Registration of Litter**

The stud dog owner is not required to sign litter registration documents until:

- All stud fees are satisfied **or**
- Puppy compensation has been received in full.

Registration may be withheld if:

- Contract terms are violated
- Parentage is in question
- Ethical placement standards are breached

#### **10. Prohibition on Commercial Use**

No puppy resulting from this breeding may be:

- Sold wholesale
- Used in commercial breeding operations
- Represented as a different breed
- Used in violation of state or federal animal welfare laws

#### **11. Texas Governing Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict-of-law principles.

Venue for any dispute shall lie exclusively in the county of the stud dog owner's residence, unless otherwise agreed in writing.

#### **12. Enforcement and Legal Costs**

In the event of breach, the non-breaching party shall be entitled to recover reasonable attorney's fees, court costs, and enforcement expenses as permitted under Texas law.

#### **13. Entire Agreement**

This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions or representations. Any modification must be made in writing and signed by both parties.

#### **14. Signatures**

By signing below, both parties affirm that they have read, understand, and agree to all terms of this Agreement.

**Bitch Owner:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Stud Dog Owner:** \_\_\_\_\_ **Date:** \_\_\_\_\_

#### **15. Contact Information**

**Bitch Owner**

Name:

Address:

Email:

Phone:

**Stud Dog Owner**

Name:

Address:

Email:

Phone: