



**BERNESE FAMILY PUPPIES**  
WE PUT PAWS FIRST

Breeder: Jason L. Delagrange  
Address: 5963 County Road 64  
Spencerville IN. 46788  
Phone: (260) 415-3959  
4furrypawsfirst@gmail.com

## STUD CONTRACT

The following is a binding agreement between Bernese Family Puppies (BFP), referred to as "The Stud Owner", and the identified Bitch Owner, referred to as "The Bitch Owner", for the sale of Bernese Family Puppies stud's semen. Failure to comply with the requirements below will void the contract.

THIS AGREEMENT made on \_\_\_\_\_ by and between:

**BITCH OWNER:**

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

Full Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**BITCH'S NAME:** \_\_\_\_\_

**NEXT HEAT:** \_\_\_\_\_ approx

Date of Birth: \_\_\_\_\_

First Blood: \_\_\_\_\_ if known

Registration #: \_\_\_\_\_

Vet Name: \_\_\_\_\_

Microchip #: \_\_\_\_\_

Vet Ph#: \_\_\_\_\_

Total # of Litters : \_\_\_\_\_

**STUD OWNER:** BERNESE FAMILY PUPPIES LLC.

Name: JASON L. DELAGRANGE

Address: 5963 County Rd. 64 Spencerville, IN. 46788

Phone: (260)415-3959

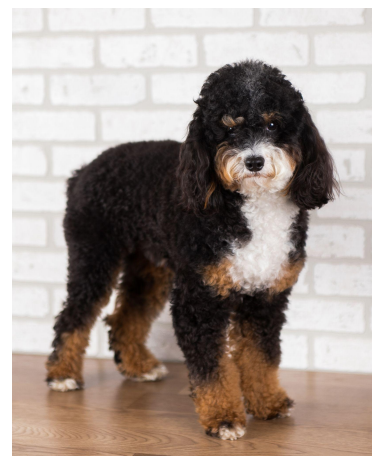
Email: 4furrypawsfirst@gmail.com

**STUD'S NAME:** Jasper of Gucci

Date of Birth: 11/16/2021

Registration #: PR24879905(AKC)

Microchip #: 900215002583068





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The subject of this agreement includes but is not limited to, the purchase price of The Stud Owner's stud semen.

**Check the box which correlates with the agreed reimbursement.**

1. Stud Fees – The Bitch Owner agrees to pay The Stud Owner a non-refundable stud fee of \$300 to reserve the stud and is due upon notification that the bitch has started her heat cycle. The Bitch Owner agrees to pay The Stud Owner the remaining balance of \$1200 in two payouts. One payout of \$600 when the semen is received prior to insemination or natural tie. Final payout of \$600 when the Bitch has had her puppies.

OR

2. Stud Fee Puppies/Pick of the litter – The Stud Dog Owner has a right to \_\_\_\_\_ puppy/puppies, that will be selected by The Stud Owner and will be the first pick of the litter. The stud fee puppy must be selected within \_\_\_\_\_ weeks of being born. The Stud Owner reserves the right to purchase and send enough DNA test kits to the Bitch Owner to be used to swab prospective stud fee puppies at the expense of the Stud Owner. The Bitch Owner agrees to allow the Stud Owner to review all DNA results prior to the final decision being made. All DNA results paid for by the Stud Owner will remain confidential by the Stud Dog Owner unless the Bitch Owner chooses to reimburse the full amount spent on genetic DNA testing.

3. Semen Collections – The Stud Owner agrees to provide up to two semen collections and shipments for non-local breedings. The Auburn Hills Animal Hospital will be collecting and shipping all semen collections. The Bitch Owner is responsible for all expenses associated with collecting and shipping semen.

**Price for collection & evaluation by our licensed veterinarian: \$68**

Both the Stud Owner and the Bitch Owner agree for such semen to be used for the following procedure. Both The Stud Owner and The Bitch Owner agree that any AI, TI, or SI must be performed by a licensed veterinarian or the breeder who purchased the semen. **Check which box correlates with your planned method of insemination.**

- a. Fresh Semen via Artificial Insemination (AI) \_\_\_\_\_
- b. Chilled Semen via Artificial Insemination or Transcervical Insemination (TI) \_\_\_\_\_
- c. Surgical Implantation (SI) \_\_\_\_\_
- d. Live Cover, (only if Bitch is < 25lbs and/or <18 in. at the hips)



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4. Repeat Semen Shipment – The Stud Owner guarantees at least 2 puppies (whether living or deceased) will result from the breeding. If less than 2 puppies were conceived, The Stud Owner agrees to collect and ship out one additional collection of semen for the same Bitch on her next heat cycle from the same Stud Dog. The additional collection and shipment fees will be at the cost of The Bitch Owner. The Bitch Owner must submit proof in email 4furrypawsfirst@gmail.com from a licensed veterinarian that (a) breeding did not succeed or (b) litter size was not what The Stud Dog Owner guaranteed.
5. Breeding Expenses – The Bitch Owner will pay for all costs associated with collection and shipping the semen from The Stud Dog for the first breeding. If the first breeding isn't successful then The Bitch Owner agrees to pay all expenses incurred for the second collection and shipment of The Stud Dog's semen.
6. Vaccinations and Exams – The Bitch Owner agrees to accept full responsibility to ensure that all offspring resulting from the Breeding to be treated for parasites and receive at least one round of puppy vaccinations and at least one puppy exam by a licensed veterinarian before the puppies are sent to their new homes.
7. The Bitch – The Bitch Owner represents, warrants, and agrees to the following:
  - a. The Bitch is healthy, of sound and stable temperament, is of breeding quality, disease and parasite-free, and up to date on all vaccinations.
  - b. The Bitch has not been recently exposed to any stud dog prior to The Breeding.
  - c. The Bitch has a negative Brucella test within the past 3 months prior to The Breeding. (Only applies to live cover)
  - d. The Bitch has at least a full genetic panel of breed specific risk. OFA or Pennhip certificates will also be made available for review. (The Stud Owner reserves the right to make exceptions to these requirements on a case-by-case basis). Proof of all documentation must be emailed to The Stud Owner prior to The Stud Owner reserving a Stud Service Appointment.
  - e. Proof of The Bitch's pedigree must be emailed to The Stud Owner prior to The Stud Owner reserving a Stud Service Appointment.
  - f. The Bitch is in heat and ready to ovulate. Proof of progesterone testing and optimal breeding levels must be texted to The Stud Owner prior to The Stud Owner accepting a Stud Service Appointment.
8. The Stud Owner's Right of Refusal – The Stud Owner has the right to cancel any shipments if The Bitch Owner doesn't submit all required documentation. The Stud



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Owner also has the right to cancel the contract if The Bitch Owner is found guilty of falsifying documentation, has been dishonest in the application process, or has been disrespectful to The Stud Owner. If any of these conditions occur the contract will become void and The Bitch Owner will not be refunded their stud reservation fee.

9. Notification – The Bitch Owner must email The Stud Owner when pregnancy is confirmed, when puppies are born, and how many puppies were born within a week of each event.

10. Accidental Breedings – The Bitch Owner agrees to keep The Bitch properly confined following The Breeding for the duration of her heat cycle to ensure there are no accidental breedings. If an accidental breeding does occur, The Bitch Owner agrees to notify the Stud Owner within 12 hours. In addition, The Bitch Owner agrees to have each puppy from such accidental breeding DNA testing to establish parentage prior to selling, giving away, or otherwise placing any puppy at the Bitch owner's expense.

11. The Stud Owner Obligations – The Stud Owner represents, warrants, and agrees to the follow:

- a. The Stud is healthy, of sound and stable temperament, is of breeding quality, disease and parasite-free, and up to date on all vaccinations.
- b. The Stud has a negative Brucella test within the past 6 months prior to The Collection.
- c. The Stud has passing OFA prelims for hips and elbows scores, and average or below average for PennHIP average scores, and a full genetic panel.

12. Neuter Enforcement - The Bitch Owner agrees to require each new owner to have the puppy neutered/spayed by the age of one year or after first heat for females and to provide the Bitch Owner with a statement from the vet when completed. If the new owner chooses not to neuter/spay by the age of 1 year or first heat, then the Bitch Owner agrees to charge the new owner an additional \$2000 for breeding rights. The Bitch Owner agrees to forward half of obtained breeding rights or \$1000 back to the Stud Dog Owner as royalties. The Bitch Owner agrees to pay \$1500 to Stud Dog Owner as royalties for keeping a puppy back for their own breeding program.

13. Microchip Requirements - Each puppy is required to receive a microchip and each new owner must register the microchip in their full name/address/phone# and keep the info up-to-date for the life of the dog. The Bitch Owner agrees to provide the Stud Owner with a complete list of the microchip numbers for the entire litter by the time the puppies are 12 weeks old. In the event that a new owner refuses to microchip a puppy,



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the Bitch Owner will notify the Stud owner and still provide name/address/phone# for the new owner.

14. Placement of Puppies –

- a. The Bitch Owner agrees to not transfer ownership, in any way, of any puppy resulting from The Breeding to any person or organization whose intent is to resell, trade, or give away the puppy or to use it in any laboratory experiments (including, but not limited to, pet shops, pet shop owners, shelters, or research laboratories).
- b. The Stud Owner agrees to help with the placement of the puppies if The Bitch Owner requests assistance in the event that the puppies are not placed by 12 weeks of age. The Bitch Owner understands the Stud Owner will charge at 30% commission on each puppy that the Stud Owner is asked to help place in a home regardless of who referred the party of interest.
- c. The Bitch Owner agrees to email The Stud Owner the complete list of puppies, name of owners, addresses, & contact info for the new owners of each puppy by the time puppies are 12 weeks old.
- d. The Bitch Owner agrees to take back any puppies resulting from The Breeding if the puppy families are no longer able to keep the puppy for the lifetime of the puppy.
- e. The Bitch Owner agrees to keep any unplaced puppies in their care and will not expect the Stud Owner to provide care in any way, other than finding placement.

15. Confidentiality of Disputes – The Bitch Owner and The Stud Owner agree, that in the event of a dispute between them, neither will publish or communicate the existence or content of such dispute in any media or forum, including social media, provided that this provision shall not prevent either party from bringing legal action or engaging in confidential mediation.

16. Agreement to Mediation – If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.

17. Governing Law – This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by and construed in accordance with the laws of the State of Indiana without regard to the conflicts of law provisions therefore.



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18. Miscellaneous – The Bitch Owner understands that this contract is under the jurisdiction of the State of Indiana, in Dekalb County and it is agreed that the place of venue shall be in Dekalb County, Indiana. This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior contemporaneous agreements, negotiations, discussions and understandings, written or oral, between the parties with respect to such subject matter. Neither party may assign, transfer, or subcontract any obligations (or rights) under this Agreement without the prior written consent of the other party. No changes, modifications or waivers to this Agreement will be effective unless in writing and signed by both parties. In the event that any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement may be executed in any number of counterparts and such counterparts together shall constitute the same instrument. This agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effort as an original signature. IN WITNESS WHEREOF, The Bitch Owner and The Stud Owner have executed this Agreement effective as the Effective Date.

Any Exceptions made for this Bitch Owner and this specific contract are as follows:

**All parties accept and agree to be legally bound by these terms and conditions.**

Stud Dog Owner's Signature and Date

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Bitch Dog Owner's Signature and Date

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