

MIDWEST VELVET, LLC
1209 BOSTON AVENUE, FLINT, MI. 48503
(810) 813-1587 www.mccree317@yahoo.com

Stud Service Retainer Contract

PARTIES

I, Marcia McCree (hereafter "Stud Owner") and _____ (hereafter "Bitch Owner") hereby agree to the following terms and conditions set forth herein with regard to stud services as stated below:

Stud

Kennel Name and address: Midwest Velvet ALD, llc. 1209 Boston Avenue, Flint, MI. 48503

Stud Name: Wow Wow's Roscoe Loves Chicken and Waffles Call Name: Roscoe

Sire: Prize L's Rusty Bear Age: 3 yrs 6 months CKC Registration No: GLN04960027

Stud is a **Non-Champion Stud**

Bitch

Kennel name and address: _____

Bitch Name: _____ Call Name: _____

Sire: _____ Age: _____ CKC Registration Number: _____

DESCRIPTION OF SERVICES

Midwest Velvet, will provide stud service, on at least three separate occasions, to the kennel named herein at a cost of \$1600 per use. Midwest Velvet will accommodate natural or artificial breeding as agreed upon by parties.

PERFORMANCE OF STUD SERVICES.

NATURAL

The Bitch Owner will deliver the bitch to the Stud Owner and will leave her in the Stud Owner's care for no longer than four days. The Bitch Owner will provide any medication or special dietary requirements for the bitch. The Stud Owner will provide shelter, care and sustenance for the duration of the bitch's stay.

Prior to breeding the Bitch Owner shall produce an OFA certification and proof that the bitch does not suffer from dysplasia, narrow hips or vaginal obstruction or infections.

ARTIFICIAL INSEMINATION

Bitch Owner is responsible for each cost of collection, testing, and chilling of semen, with an additional fee for safe overnight delivery, via UPS. Cost for each collection is \$155 and performed by Wilson Vet Clinic – Reproduction Team (586) 750-6217. In the event UPS fees are charged to Stud Owner, said UPS fees will be thereafter billed to Bitch Owner for reimbursement within 30 days. Bitch Owner may determine how many collections are preferred for each successful breeding at no extra breeding fee. Prior to breeding the Bitch Owner shall produce an OFA certification and proof that the bitch does not suffer from dysplasia, narrow hips or vaginal obstruction.

RETAINER/PAYMENT SCHEDULES

The Bitch Owner shall pay the Stud Owner a fee of **\$1600** per stud use, with a retainer of \$2400 to be paid prior to first stud service. The remaining Contract fee to be paid prior to second stud service. Alternatively, Bitch Owner may pay total fee of contract (\$4800) prior to stud service usage with stud dog available when bitch comes into season and/or for purchase, transport, and storage of stud seamen for freezing with Bitch Owners veterinarian. Bitch Owner agrees to no less than three stud services. Not all stud services are required to be with the same female but all within the same breeding program. The approved bitch(s) is/are required to be registered with Bitch Owner's kennel.

- 1) \$2400 payment shall be made to Midwest Velvet prior to first stud service with the understanding this price is only applicable to the Retainer Contract and includes no less than three stud services.
- 2) Three stud services must be completed within three years of inception of Contract.
- 3) In the event all stud services are not utilized and paid in full at the end of three years, Bitch Owner shall pay the remaining balance of Contract agreement stated herein within 30 days of Contract expiration.

Ex: Bitch owner uses one stud service and the contract has expired. Bitch owner is responsible to Midwest Velvet the remaining \$2400 stud fee that was not used but agreed upon herein.

- 4) Special accommodations shall be made, within reason, as to each party in the event of sickness or catastrophic events.

The Stud Owner ~~may~~**may not** choose a **male/female** pup from the litter in lieu of the payment remainder at this time.

SUCCESSFUL BREEDING

A successful litter is defined as **2** or more pups born alive and living at least **7** days. If a successful litter does not occur, the bitch will be bred during her next season, provided that the Stud Owner is notified within 24 hours of the failure to whelp. If the second attempt fails, the Contract will be considered void and parties shall seek an agreeable resolution with an amended Contract.

Both parties verify that their respective dogs are capable of breeding and do not suffer from any contagious conditions (including but not limited to parasites, rabies, DHL or Parvovirus). Prior to breeding the Bitch Owner will produce an OFA certification and proof that the bitch does not suffer from dysplasia, narrow hips, vaginal obstructions, and infections, including a negative Brucellious test at least 30 days prior to natural breeding.

ENTIRE CONTRACT

This Contract constitutes the entire contract between the parties and supersedes all agreements, representations, warranties, statements, promises and undertakings, whether oral or written, with respect to the subject matter hereof, and no party hereto shall be bound by nor charged with any oral or written agreements, representations, warranties, statements, promises or undertakings not specifically set forth in this Contract. This Contract may not be amended, altered or modified, except by a writing signed by all of the parties.

GOVERNING LAW

This Contract is deemed by the parties to have been entered into in the County of Genesee, State of Michigan and the laws of that state shall govern the rights and liabilities of the parties.

DEATH OF A PARTY

If either party named in this Contract has died prior to the completion of services or payments this Contract becomes null and void.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

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

Stud Owner, signature & date

Bitch Owner, signature & date

Address

Address

Phone

Phone

Email address

Email address