

# Dreibergen Rottweilers

Erika Butler 26317 NE 139th Ave Battle Ground, WA 98604

Phone: 360-687-2645 Fax: 360-687-2641

## Agreement For Purchase of Fresh Semen

Signed in duplicate, each party receiving a copy

This agreement is entered into on \_\_\_\_\_ between Erika Butler hereinafter referred to as DOG OWNER and

Bitch Owner's Name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_  
hereinafter referred to as BITCH OWNER, for the purpose of facilitating a breeding between the following dogs:

**Stud Dog:** \_\_\_\_\_ **Bitch:** \_\_\_\_\_  
**Reg #:** \_\_\_\_\_ **Reg #:** \_\_\_\_\_

This fresh chilled semen is provided under the following warranties and conditions, no other warranties or conditions are either expressed or implied. The price of semen for the breeding between above described dogs is as follows:

Payment of \$300.00 has been paid on this date to the DOG OWNER for initial payment for the semen. This initial payment is non-refundable and if no puppies are conceived as a result of the use of this semen all terms of this agreement are complete. If the bitch fails to conceive no additional payment for the semen is due. If the bitch whelps 1 live puppy additional payment of \$400.00 is due for the semen. If the bitch whelps 2 live puppies additional payment of \$800.00 is due for the semen. If the bitch whelps 3 or more live puppies additional payment of \$1200.00 is due for the semen. Payment for the semen is due and payable prior to the puppies reaching 3 weeks of age.

All costs for artificial insemination procedures, semen collection, preparation, shipment and receipt of the semen shall be assumed by the BITCH OWNER. Costs for collection, preparation and shipment are determined and charged by Reproductive Revolutions Cheryl Lopate, MS, DVM Phone: 503-537-1123 and any inquiries regarding these fees must be directed to Dr Lopate. The BITCH OWNER must provide the veterinarian name, facility name, address and phone number of the inseminating veterinarian, progesterone level results and a valid credit card for payment of collection, preparation and shipment of the semen PRIOR to the collection of the semen to:

Reproductive Revolutions Cheryl Lopate, MS, DVM  
100 S. Springbrook Rd #55 Newberg, OR 97132  
Phone: 503-537-1123 Fax: 503-554-9961

It is SPECIFICALLY AGREED by the BITCH OWNER that the DOG OWNER is not obligated to sign the AKC or CKC application for registration of this litter until and unless ALL FEES HAVE BEEN PAID IN FULL. If all fees are not paid in full the litter WILL NOT be registered with AKC or CKC.

Once ovulation has been confirmed DOG OWNER will provide 2 shipments of semen, 48 hours apart. DOG OWNER is not responsible for any delays incurred during the shipment of the semen. Artificial Insemination will be performed at a veterinarian of the BITCH OWNER'S choice.

The BITCH OWNER must provide the copies of the following to the STUD OWNER prior to breeding:

1. Copy of the American Kennel Club Registration Certificate, copy of passing hip certification and other health certifications and titles earned.

The STUD DOG OWNER will provide the copies of the following to the BITCH OWNER:

1. Copy of the American Kennel Club Registration Certificate, copy of OFA Certification, copy of DNA Profile, copies of titles earned and copy of negative Brucellosis test dated within 6 months of collection of the semen (8/23/07).

The BITCH OWNER agrees:

1. The bitch is in good health, current on all vaccinations and is over 24 months of age.
2. The bitch is free of Brucellosis. It is highly recommended that the Brucellosis test be performed within 30 days of the use of the semen.
3. The bitch has no disqualifying faults according to the FCI or USRC Breed Standard for the Rottweiler and any and all genetic or health problems which exist or have existed in the bitch have been disclosed to the DOG OWNER.
4. The bitch is of sound temperament.
5. To notify the STUD DOG OWNER of the results of the insemination of the bitch no later than 70 days after insemination.
6. To keep the bitch properly confined from the onset of proestrus (start of heat cycle) through a minimum of 7 days post ovulation to ensure that there can be no breeding to another dog, accidentally or intentionally.
7. The BITCH OWNER will not knowingly sell or transfer puppies, whelped as a result of this mating to any person or business connected with the resale or wholesale of dogs, a pet shop or anyone associated with the mass production of dogs.
8. To hold harmless from any liability or damage that may occur, including but not limited to personal injury, property damage or injury, death or other damage to the bitch.
9. Under the terms of this agreement there is no obligation on the part of the DOG OWNER to provide additional semen due to failure to conceive. The contract is non-transferable to any other parties or any other bitch.

This contract contains the entire agreement of both parties and shall be construed and enforced in accordance with the laws of the State of Washington. Both parties specifically agree 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 Clark County, Washington. Each party acknowledges that they have read and understand the terms and conditions of this Stud Service Agreement and have voluntarily entered into and executed this agreement.

\_\_\_\_\_  
STUD OWNER (signature and date)

\_\_\_\_\_  
BITCH OWNER (signature and date)