



Kennel Montagna del Mare

AGREEMENT FOR LAGOTTO ROMAGNOLO STUD SERVICE

Stud Dog: Romakome Lieto Guido

Agreement between Montagna del Mare / (Kennel or bitch owner name)

This agreement is made and entered into this *** day of (month), (year) between **Montagna del Mare**, (hereinafter referred to as Montagna) and (owner name or kennel (hereinafter referred to as *****).

This agreement is for use of male Lagotto Romagnolo as stud service for breeding. Montagna and (owner/kennel name), in consideration of their mutual interest, each in independent status from each other, agree to the following:

I. Contract Considerations

Before a commitment for breeding is made, please consider the following requirements:

1. A photocopy of your bitch's all registrations to include AKC / FSS registration.
2. A legible three generation pedigree.
3. A photocopy of your bitch's OFA hip and CERF
4. Recent photograph or video tape of the bitch.

II. Stud Owner Responsibilities:

Prior to an agreement to breed, our responsibilities to you are as follows:

1. To provide a photocopy of our stud's registrations, to include AKC/FSS.
2. To provide a photocopy of our stud's OFA hip and CERF certification once available.
3. A three generation pedigree.
4. A negative Brucella titer dated no more than 60 days before the mating if requested.
5. Provide photocopies of all costs associated with breeding, such as semen collection, for reimbursement purposes.

III. Bitch Owner Responsibilities

All proposed bitches must meet the following criteria:

1. The bitch must be in good physical condition. If a natural breeding is to be used, she must be free of fleas and ticks and have had a recent bath (within two weeks) before she arrives.
2. The bitch must have a stable temperament.
3. The bitch must have proper dentition. We will not breed any bitch that is under or overshot or has three or more missing teeth, unless this was a result of traumatic injury that can be substantiated.
4. If the bitch is five years of age or older, a T4 thyroid test **is suggested**.

Following an agreement to breed, it is required that you:

1. **If requested**, provide a veterinary certificate of a negative Brucella titer, negative aerobic vaginal culture taken with guarded culture instrument, and a negative mycoplasma culture, dated no more than 30 days before the mating. We would need a photocopy of all lab reports (natural breeding only).
2. If natural breeding and bitch is to be transported, pay all transportation costs for the bitch. Airport pick-up and delivery fees to: Bellingham International Airport.
3. Pay all veterinary costs, at the time of service, while the bitch is in our care. This would include vaginal smears, artificial insemination (if the bitch is unreceptive to natural breeding or we are unhappy with the culture report etc.)
4. Pay all expenses if using fresh chilled semen including collection kits, semen collection, shipping charges, etc.
5. A record of current vaccinations including Rabies.
6. Names and addresses of all prospective puppy owners, if known.
7. Agree that puppies resulting from this breeding shall not knowingly be sold either directly, or to an agent thereof, who sells outright or consigns to a pet shop, kennel, or individual whose purpose is mass production, wholesaling, or retailing of purebred dogs.

IV. STUD SERVICE POLICY

1. The AI stud fee for *Romakome Lieto Guido* is \$1800 breeding fee, plus all shipping costs). If natural breeding, cost is a flat fee of \$2200. \$500 (non-refundable) is payable upon the bitches arrival when natural breeding. The balance is due as soon as a litter is born (a litter consists of 2 or more puppies). The stud owner may, in lieu of balance after a confirmed litter is whelped, require a puppy back option.

The owner of the dam identified above agrees on this date:

_____/_____/_____

Mo Day Year

Initialed

The stud fee must be paid to the stud dog owner before the stud dog owner will sign the AKC FSS litter registration application.

2. Two or more live puppies, seven days old, constitute a litter.
3. If a breeding does not occur, either naturally or artificially, the owner of the stud dog will provide a **single breeding** at no cost to the owner of the bitch.

V. General Provisions:

1. It is understood that this contract shall be in effect for a specified period and shall be renewed both parties for each breeding event or deemed advisable by either party. It may be revised or modified at any time by mutual consent. Such modification and/or revision shall be accomplished by editing and approving a new written Agreement.
2. Each party to this Agreement will be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this Agreement. Neither party will be considered the agent of the other nor does neither party assume any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

VI. Miscellaneous Provisions:

1. **Entire Agreement** This Agreement constitutes the entire Agreement between the parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for herein.
2. **Order of Precedence** Any conflict or inconsistency in this Agreement and its attachments will be resolved by giving the documents precedence in the following order:
 - A. This Agreement
 - B. Attachment to this Agreement in reverse chronological order.
3. **Severability** If any provision of this Agreement, or of any other agreement, document or writing pursuant to or in connection with this Agreement, shall be held to be wholly or partially invalid or unenforceable under applicable laws, said provision will be ineffective to that extent only, without in any way affecting the remaining parts or provisions of said Agreement.
4. **Waiver** Neither the waiver by any of the parties hereto of a breach of or a default under any of the provisions of this Agreement, or the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.
5. **Signature Authority:**
The individuals executing this Agreement represent and warrant that they are competent and capable of entering into a binding contract, and that they are authorized to execute this Agreement on behalf of the parties hereto:

I have read and agree to the conditions of the stud service contract and agree to breed my female *Lagotto Romagnolo*:

BITCH'S NAME AND TITLES:

AKC/FSS#:

DATE OF BIRTH:

OFA:

OTHER TESTS:

SIRE:

DAM:

OWNER:

(CO-OWNER:)

ADDRESS:

PHONE:

To the following male Lagotto Romagnolo:

NAME: Romakome Lieto Guido

AKC/FSS#: SR36818901

DATE OF BIRTH: 04/09/2005

OFA: GOOD

OTHER TESTS: Brucella – negative on 11/01/2006, CERF - Clear

SIRE: Kamp. Caio, LIR 02/59498, NHSB 2536310

DAM: Romakome Belleza Belle, NHSB BIJL G-2 2316492

TO INSURE THE OWNER(S) OF THE ABOVE NAMED BITCH HAS READ AND DOES INDEED UNDERSTAND THE CONDITIONS OF THIS CONTRACT AS SET FORTH HEREIN, PLEASE SIGN AND DATE BELOW. DO NOT SIGN IF YOU DO NOT UNDERSTAND THIS STUD SERVICE CONTRACT.

BITCHES OWNER: _____

DATE: _____

BITCHES CO-OWNER(S): _____

DATE: _____

STUD DOG OWNER: _____

DATE: _____

ADDRESS: _____

PHONE(s): _____ CELL: _____

Please fax completed and signed contract to: **360-933-0748**

Stud owner will send a signed copy back to owner of bitch upon arrival of signed contact.