

# Madden's Howlin Hills

## BREEDER'S AGREEMENT CONTRACT (STUD)

This document will serve as a legal and binding contract between **Sherri and Steve Mekkelsen Madden**, hereinafter called the "Breeder", and \_\_\_\_\_, hereinafter called the "Owner" or "Stud Owner" or "Dog Owner". This contract will remain in effect until such time as it has been fulfilled or terminated by the agreement of both parties.

Dog's Name: \_\_\_\_\_

DOB: \_\_\_\_\_ ISSR #: \_\_\_\_\_ Microchip #: \_\_\_\_\_

Coat: \_\_\_\_\_ Color: \_\_\_\_\_ Temperament: \_\_\_\_\_

Dog was Sold/Fostered as a: \_\_\_ Puppy \_\_\_ Unproven Adult Dog \_\_\_ Proven Stud

Full Value of Stud Dog is: \_\_\_\_\_.

The Owner has agreed to pay \$ \_\_\_\_\_ for said Dog, plus 5 free breedings

Total cash paid is: \$ \_\_\_\_\_, plus minimum of 5 free breedings to *Madden's Howlin Hills*

Dog's Sire: \_\_\_\_\_ ISSR #: \_\_\_\_\_

Dog's Dam: \_\_\_\_\_ ISSR #: \_\_\_\_\_

Dog Owner(s): \_\_\_\_\_

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

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

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

*The above described Shiloh Shepherd male has been transferred, and will reside with the new Owner. The ISSR registration and additional paperwork will carry the Breeder's name until the co-ownership contract has been fulfilled.*

Breeder Signature \_\_\_\_\_ Date: \_\_\_\_\_

Owner Signature \_\_\_\_\_ Date: \_\_\_\_\_

### Breeder: Madden's Howlin Hills

Steve & Sherri Mekkelsen Madden

2085 Fork Creek Place

Lenoir, NC 28645

Phone: (828) 758-4988

E-mail: sales@maddenhowlinhills.com

# Madden's Howlin Hills

## New Owner Responsibilities

1. The Owner must take full responsibility for said Dog's care. All vaccination records must be available for Breeder's inspection. The Dog must also have all regular boosters and immunizations (appropriate to your lifestyle and regional area).
2. The Owner must give the Dog proper nutritional concern as per breeder's recommendations.
3. In the event of accident or injury, the Owner must immediately inform the Breeder of Dog's condition. Any necessary veterinary or hospital charges are the responsibility of the Owner.
4. The Owner is responsible for registering the Dog for both Puppy and Adult ISSR numbers in a timely manner.
5. The Owner must agree to give the Dog proper socialization for mental health and stability. Failure to adhere to this responsibility could jeopardize the Dog's breeding status.

## Stud Dog Qualifications for Breeding & Guarantees

1. Stud Dog must have adult registration papers from the International Shiloh Shepherd™ Registry.
2. Stud must be certified clear of Canine Hip Dysplasia by Penn Hip radiographs or approved by the Breed Warden. A copy of certification should be supplied to *Madden's Howlin Hills*.
3. Stud Owner certifies with test results that stud has acceptable sperm count levels. Individual sperm should be well formed and motile.
4. Stud Owner certifies with test results (conducted after last breeding) that said Stud is free from canine brucellosis and is in good health at the time of breeding or semen collection.
5. The Stud Owner guarantees conception of at least one live puppy per breeding. If puppies are not conceived, a second breeding will be provided and the combination of both breedings will be considered as one free breeding to *Madden's Howlin Hills*.
6. If, after a second mating or insemination, the Bitch fails to conceive, stud services will be offered once more (still considered as inclusive in the original free breeding), only after the Bitch has undergone complete reproductive examination and has had ovulation timing, and Stud has had sperm testing (if not done so already).
7. Stud Dog must be tested for D.M. (Degenerative Myelopathy) prior to breeding and results supplied to *Madden's Howlin Hills*.

## Natural Breedings

### Stud Dog Owner Responsibilities

1. Bitch owner is responsible for transportation of Bitch to and from Stud Dog owner's care.
2. Stud owner must have safe, secure housing facilities (eg. 6 ft high fenced area topped with roof cover) to insure the safety and protection for the bitch during her visit to the Stud. If such facilities are not available at the Stud owner's home, arrangements should be made with the local veterinarian for boarding, at the Stud owner's expense. The breedings may then be conducted at the vet clinic/hospital.
3. Breeding between Bitch and Stud should be between five to seven days in length with a guarantee of a minimum of three matings or "ties" between the Bitch and Stud. After that period, responsibility of said Bitch reverts back to Bitch owner, unless previously agreed upon by breeders. If Stud owner cannot ship or transport said Bitch on previously agreed upon day, board fees incurred by Bitch will continue to be Stud owner's responsibility.
4. The breeding bitch will be provided with normal, everyday care while residing with the Stud owner. This does not include expense of special dietary concerns and extensive exercise regimes.
5. Stud Owner will assume responsibility of the Bitch while in the owner's care, which includes the cost of housing and feeding or boarding and any veterinarian visits necessary due to Stud dog owner's negligence (eg. dog fight, injury due to breeding, accidental tie by neighbor's dog).

\_\_\_\_\_/\_\_\_\_\_  
Stud Owner's Initials / Date

# Madden's Howlin Hills

## **Artificial Inseminations** **Stud Dog Owner Responsibilities**

1. Stud owner must have live semen collected from Stud dog and tested two weeks prior to AI for quantity and health of semen. This is necessary in case of poor quality or quantity of sperm to give Bitch owner sufficient time to make other Stud service arrangements.
2. Stud owner must coordinate with Bitch owner to determine the Bitch's peak time of conception to arrange for a viable, usable semen collection. Bitch owner must notify the Stud owner when said Bitch begins her heat cycle, so a timely semen delivery and other arrangements can be made.
3. Stud owner must have pre-arranged appointment with his/her local vet to conduct semen collection. At collection, semen must be examined for quantity quality and motility by vet.
4. Stud owner will pay for the costs of semen collection (inclusive of appropriate shipping container) and overnight or same-day secured shipment to the Bitch owner and will be compensated for costs from *Madden's Howlin Hills*, unless other arrangements are made. There will be two shipments per breeding sent to the Bitch owner for insemination (usually within a 48 hour period). *Please note time is of the essence when shipping fresh, chilled semen. 48 hours after the initial collection, 50% of the sperm within the semen sample will be dead and live sperm is no longer viable after 72 hours. Frozen sperm is not recommended as, at this time, it is not very reliable for actual conception.*
5. If the Bitch does not conceive upon the first breeding, a second breeding will be conducted (consisting of two semen shipments) at the next agreed upon heat cycle of the Bitch. Costs incurred by both parties during this second procedure remain the same.
6. If Bitch has not conceived after a second AI, Stud owner will furnish additional semen from Stud dog for a third AI providing that the Bitch has had a clear reproductive exam. Additional arrangements may also be considered (such as use of alternate Bitch) if the Stud and Bitch are not producing together.

## **Legalities**

1. In the event the Dog is lost, killed, or injured seriously, so as to render him unable to be bred, in consequence of any Dog Owner negligence, or that of his/her agents or employees, the sum of \$1,000.00 is to be paid promptly to the Breeder as liquidated damages. Further, the Breeder shall have the right to repossess said Dog. If the Dog was purchased as an adult, the Owner would be responsible for the balance of the full value of the Dog at the time of purchase.
2. A dog being treated for or diagnosed with idiopathic seizures is not considered a genetic flaw of the dog and not considered to be guaranteed or replaceable with another dog by the breeder. This is a term used by veterinary doctors when they cannot diagnose the root cause of the seizures. A clear, precise and accurate diagnoses must be made before any arrangements will be made to honor a replacement of dog. Should the diagnoses be a direct result of owner irresponsibility or preventable by owner, a fine of \$1,500.00 will be due payable to Madden's Howlin Hills for losses plus legal costs to enforce terms of contract as needed.
3. The Owner agrees to abide by the rules of the ISSR Inc. The Owner shall not breed the above referenced dog to a non-ISSR registered Bitch or a non-approved (Breeder and Breed Warden) ISSR Bitch, nor register him with any other organization/registry for any reason whatsoever. In the event that the Owner fails to uphold this agreement, the Owner shall pay the sum of \$10,000.00 to *Madden's Howlin Hills* for damages plus any and all legal fees incurred.

## Madden's Howlin Hills

4. Should the Owner find him / herself unable or unwilling to fully comply with the terms of this contract, with respect to care, breeding, etc., the Dog must be returned to *Madden's Howlin Hills* forthwith. Failure to return the Dog under these circumstances, the Owner hereby gives the Breeder the following options:
  - a. The Breeder's agent may take possession of the Dog from the Owner's property, providing the Dog is in good health; and the Owner signs the ISSR paperwork completely to the Breeder, making this contract null and void; or
  - b. The Breeder can subject the Co-owner to liquidated damages in the amount of \$5,000.00, attorney's fees in the amount of \$2,500.00, and the legal cost of bringing this action to enforce the terms of the contract. Should the Dog be neutered prior to the Owner fulfilling this Breeder's Agreement Contract, the Owner agrees to pay the sum of \$4,500.00 to *Madden's Howlin Hills* and all legal fees incurred. The Dog shall remain intact until fulfillment of this agreement takes place unless imminent health reasons, supported by veterinary documentation as to the Dog's condition which warrants the need for neutering is provided to the Breeder. Further, prior to neutering, the Owner must obtain written consent from the Breeder. Any litigation shall be executed in the Lenoir, NC, it being the place of origin of this transaction.

\_\_\_\_\_/\_\_\_\_\_  
**Owner Initials / Date**