



**BEACH COTONS**  
148 Crystal Creek Circle.  
Oakdale, PA 15071

412.726.0199  
greg@beachcotons.com

### Stud Contract

This certifies, Gregory Beach, of Beach Cotons, hereinafter referred to as the Seller, agrees to provide stud service of the male Coton-de-tulear, named \_\_\_\_\_, hereinafter referred to as the stud, born \_\_\_/\_\_\_/\_\_\_\_\_, AKC reg # \_\_\_\_\_, microchip # \_\_\_\_\_, AKC DNA profile # \_\_\_\_\_, to \_\_\_\_\_, hereinafter referred to as the bitch, born \_\_\_/\_\_\_/\_\_\_\_\_, AKC reg. # \_\_\_\_\_, microchip # \_\_\_\_\_, AKC DNA profile # \_\_\_\_\_, owned by \_\_\_\_\_, hereinafter referred to as the Purchaser(s), for the agreed upon price of: \$\_\_\_\_\_ payable at the time of breeding, and prior to the shipment of fresh or frozen sperm, unless other arrangements are agreed to between the parties of this agreement, and those arrangements are written within this contract.

1. The method of breeding agreed to between the parties is:  
\_\_\_\_ Natural mating between the dog and the bitch to take place at the Seller's residence, or alternate location as agreed upon between the parties.  
\_\_\_\_ Side by side AI (artificial insemination) to take place at the Seller's residence, or alternate location as agreed upon between the parties.  
\_\_\_\_ Fresh Chilled Extended Sperm, to be shipped by the Seller to the address provided by the Purchaser, at the Purchaser's expense, paid in advance of shipping. Purchaser will provide shipping address in writing to Seller.  
\_\_\_\_ Frozen Sperm, to be shipped by the Seller's veterinarian to the Purchaser's veterinarian, at the Purchaser's expense, paid in advance of shipping. Purchaser will provide shipping address in writing to Seller
2. Brucellosis testing: Proof that the stud has had a negative brucellosis test within the past 6 months, attached hereto as exhibit A. Proof that the bitch has recently tested negative must be provided by the Purchaser to the Seller before any form of mating will take place.

3. Recommended breed tests: The stud has been health tested for Bandera's Neonatal Ataxia (BNAT), Canine Multifocal Retinopathy 2 (CMR2), Degenerative Myoclopathy (DM), Hyperuricosuria (HU), Primary Hyperoxaluria (PH), Progressive Rod-Cone Degeneration (PRA-PRCD), Von Willebrand's Disease Type 1 (VWD1), Chondrodystrophy (CDDY), Eyes, Patellar Luxation and Basic Cardiac. The stud has been issued the following CHIC # \_\_\_\_\_ by OFA, and the stud's health test results are published on OFA for the Purchaser's review. If there are any health tests not yet published on OFA those results are attached hereto as exhibit B. The bitch must be health tested to the basic health screening tests recommended by the AKC Parent Breed Club, as delineated on the OFA website, to a level sufficient that a CHIC # can be issued, and the Purchaser must provide evidence of the testing to the Seller prior to breeding the bitch.
4. Vaccinations: Proof that the stud is current on vaccinations for protection against Canine Distemper, Canine Adenovirus Type 2 (Tracheobronchitis), Canine Parainfluenza, Hepatitis (Adenovirus 1) and Parvovirus Vaccine (MLV), rabies and kennel cough is attached hereto as exhibit C. Evidence that the bitch is currently vaccinated, at minimum, for the same must be provided by the Purchaser to the Seller before a natural mating or side by side AI mating will occur.
5. Pedigree: A copy of the stud's AKC four (4) generation certified pedigree is attached hereto as exhibit D. The Purchaser must provide the Seller, at minimum, a three (3) generation certified pedigree for the bitch prior to mating.
6. The Seller certifies the stud is monthly treated for flea and tic protection and is parasite free. Prior to natural or side by side AI breeding the stud will be freshly bathed and groomed. The Purchaser agrees, the bitch must be parasite free, and freshly bathed and groomed upon delivery to the Seller for mating.
7. Under no circumstances will progeny of this breeding be sold, leased or given to any pet shop, research facility, shelter, Humane Society or rescue facility.
8. The Purchaser agrees, progeny of this breeding not remaining in residence and with sole ownership with the Purchaser will be placed with a written sales agreement.
9. The Purchaser agrees, the Seller's written approval is required to place first generation progeny resulting from this breeding into breeding or show homes, or to provide stud service from a male born of this breeding to any bitch that is not wholly owned and living in residence with the Purchaser. Any failure of the Purchaser to abide by this provision will result in liquidated damages of \$30,000.00 being immediately due and payable to the Seller by the Purchaser, upon written demand by the Seller.

10. The Purchaser agrees to promptly notify the Seller of any change of address, email or phone number. The Purchaser further agrees to:
  - Keep the Seller updated about the status of the pregnancy and delivery of the puppies;
  - After puppies are born, provide weekly updates, to include pictures of the puppies thru 8 weeks of age, and thereafter an annual update for progeny that remains under the Purchaser's care and supervision;
  - Inform Seller of any titles completed by the a puppy/dog of this breeding that they become aware of;
  - Inform the Seller of any health related conditions of the progeny they may become aware of, and promptly notify Seller of the particulars of the animal's condition or passing.
  
11. Emergency Care: If the bitch is in the care of Seller the Purchaser hereby grants the Seller permission to authorize veterinary services for the bitch in the event of an emergency, or if the bitch's health or continued health appears to be in jeopardy. The Seller reserves the right to use discretion in seeking such services and agrees to notify Purchaser as soon as possible if such services become necessary. The Purchaser shall be responsible for and promptly pay all veterinary costs incurred.
  
12. No Seller liability for disease or injury. The Purchaser agrees, the Seller shall have no responsibility for any disease contracted by the bitch or injury resulting to the bitch; provided that the Seller has taken reasonable care of the bitch and has not acted with gross negligence.
  
13. No Purchaser liability for disease or injury. The Purchaser shall have no responsibility for any disease contracted by the stud dog or injury resulting to the stud dog; providing the Purchaser has not acted in gross negligence.
  
14. The Seller agrees to sign off on Litter Registration when full compensation has been received. Under no circumstances will the Seller sign off on litter registration until all outstanding balances been received in full.
  
15. Confidentiality of Disputes: The Seller and Purchaser agree, 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. All attorney fees and court costs that arise as a breach of this contract will be paid by the party that violated this agreement. Should any part of this agreement be rendered or declared invalid by a court of competent jurisdiction, such invalidation of that portion will not invalidate the remaining portions of this agreement, and those portions shall remain in full force and effect. 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 Pennsylvania without regard to the conflicts of laws provisions thereof. Venue is proper in Allegheny County, PA

17. Any additional agreements made between the Seller and Purchaser: \_\_\_\_\_  
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18. This agreement encompasses all agreements made between the parties. Any changes to this agreement must be initialed by both the Purchaser and the Seller.

**Signature indicates acceptance of all above stated terms.**

Purchaser(s) signature \_\_\_\_\_ Date \_\_\_\_\_

Purchaser(s) phone # \_\_\_\_\_ E-mail \_\_\_\_\_

Purchaser(s) address \_\_\_\_\_  
\_\_\_\_\_

Purchaser(s) signature \_\_\_\_\_ Date \_\_\_\_\_

Purchaser(s) phone # \_\_\_\_\_ E-mail \_\_\_\_\_

Purchaser(s) address \_\_\_\_\_  
\_\_\_\_\_

Seller's signature \_\_\_\_\_ Date \_\_\_\_\_