

STUD SERVICE CONTRACT

It should be noted that this Contract defines the responsibilities of both parties to the Contract, that it is made and signed to assure the well-being of the animals involved and their progeny, and that it constitutes full agreement of the parties with regard to breeding of the sphynx dam and sphynx stud listed below.

Date: _____

Dam Owners:

Name: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Sphynx stud:

Registered Name: _____ Blood Type: _____

Registrie(s): ___ CFA ___ TICA ___ CCA ___ TCA Other: _____

Sire: _____ Dam: _____

Sphynx dam:

Registered Name: _____ Blood Type: _____

Registrie(s): ___ CFA ___ TICA ___ CCA ___ Other: _____

Registration #: _____

Color: _____

Sire: _____ Dam: _____

For the purpose of breeding said dam to the sphynx stud, it is hereby agreed by both parties that the following conditions will be met and that no other warranties or conditions are either expressed or implied.

DAM OWNER(S) agree(s) to provide:

- # written veterinary certification that the dam has been tested negative for FeLV/FIV/FCoV titers/Toxoplasmosis within the prior thirty (14) days of the breeding and has had a negative fecal floatation,
- # written veterinary certification of dam's blood type,
- # legible photocopy of the TICA/CFA registration certificate of the dam,
- # legible photocopy of her pedigree, and proof of current shots, tests and wormings,
- # food and litter that the dam regularly uses.

DAM OWNER(S) also agree(s) to have the dam bathed, groomed, and free of fleas or parasites before shipping or delivering dam for breeding.

Dam Owner Initials _____

Stud Owner Initials _____

BEEBLEBROX SPHYNX

16761 East Jefferson Grosse Pointe Park Michigan USA
www.beeblebroxsphynx.com (313) 969-0603

STUD OWNER(S) reserve(s) the right to refuse stud service if the dam:

- # Is not TICA/CFA registered,
- # Is not sound in temperament and/or conformation, or
- # Appears unhealthy, obese, or in poor condition.

STUD OWNER(S) agree(s) to allow the visiting dam up to 2 days to become acquainted with the breeding environment before introducing the stud and 5 days for actual breeding. An additional 7 days will be given as necessary if the dam appears to be in proestrus or otherwise unreceptive to the stud.

STUD OWNER(S) reserve(s) the right to charge a boarding fee at the rate of \$7.00 per day, after the fourteenth (14th) day.

STUD OWNER(S) agree(s) to house the visiting dam in a safe and comfortable environment with all necessary precautions; however, STUD OWNER(S) will not be held responsible for her injury or loss.

DAM OWNER(S) hereby release(s) from responsibility STUD OWNER(S), descendants and heirs from any and all liabilities and/or damages to said dam while she is in the care of STUD OWNER(S).

If the dam fails to be pregnant or fails to deliver a live litter from this breeding, DAM OWNER(S) must give notice not later than thirty (30) days after the date of mating or delivery date. STUD OWNER(S) agree(s) to provide a repeat stud service for no additional stud fee to the same dam in her next heat, or another dam with approval of the STUD OWNER(S), under the same terms of this Contract.

If the dam fails to become pregnant after the 2nd attempt or fails to deliver a live litter, STUD OWNER(S) agree(s) to provide a repeat stud service for additional stud fee of \$150 per 14 day period to the same dam in her next heat, or another dam with approval of the STUD OWNER(S), under the same terms of this Contract.

DAM OWNER(S) hereby agree(s) that a live litter shall be construed as one (1) live Sphynx kitten, and it is alive at seven (7) days of age.

DAM OWNER(S) hereby agree(s) that this sphynx dam will not be bred to any other stud during her heat cycle, other than the stud listed herein, and that utmost care will be taken to ensure that she is not bred to any other male after stud service has been provided.

DAM OWNER(S) agree(s) to pay any and all incurred expenses, including stud, dam, veterinarian, shipping, delivery, boarding, and any other miscellaneous expenses, if required, associated with or incurred for the purpose of breeding this sphynx dam, and acknowledge that STUD OWNER(S) is/are not liable or responsible for any expenses incurred in association with the breeding of this sphynx dam.

DAM OWNER(S) agree(s) that kittens from said litter may be retained for use in their program. In order to respect and protect stud lines, DAM OWNER(S) must get written consent from STUD OWNER(S), to sell a breeding kitten from said litter. *If given permission to sell a show/breeder of "breeding quality" we strongly suggest getting to personally know the breeder/individual you may deal with in the future,

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regarding the quality of their own breeding stock, sphynx breed correctness, the possibility of breeding genetically defective cats, and the transmission of potential disease via cat to cat transmission.

DAM OWNER(S) agree(s) to be responsible to pay for all registration fees associated with the breeding (i.e. kitten/litter) and STUD OWNER will process the paperwork to ensure proper rights assignment.

DAM OWNER(S) certify(ies) that (th)he(y) will not sell offspring from this breeding to any agent, pet store, kitten mill, or individual or agent of an individual whose purpose is mass production, wholesaling or retailing of sphynx, i.e., any mass-producing kennel or business. DAM OWNER(S) will immediately pay a penalty of \$500.00 to STUD OWNER(S) for each kitten offered in breach of this condition.

Payment of the stud fee shall be the **choice of one:**

- o# \$ 500 U.S. Dollars; with full payment paid before the breeding. If the litter results in 5 or more kitten, than we reserve the right to also have 1 pick of the litter.
- o# \$1000 U.S. Dollars; with ½ paid before the breeding and the other ½ due upon confirmed pregnancy and submittal of stud signed litter registration papers, or
- o# \$0 U.S. Dollars; with 1 pick of the litter and 2 picks in a litter of 5 or more.

There will be no refund of stud fee in part or in full.

If the payment of the stud fee is choice/pick of the litter, the following conditions are hereby agreed to:

This Contract shall remain in effect until such time as this sphynx dam delivers a live litter, and STUD OWNER(S) has/have chosen one (1) live TICA/CFA-registerable kitten as payment for stud services in a litter of 1 – 4 and (2) live TICA/CFA-registerable kitten as payment for stud services in a litter of 5 or more. If there is only one kitten born of this mating, regardless of sex, this kitten shall constitute choice/pick of litter. If all kittens are born dead, or none survive to the age of six (12) weeks, the STUD OWNER(S) has/have the right to choice of kitten through mating at the dam's next heat to the above-named stud.

DAM OWNER(S) agree(s) that no kittens from this breeding will be sold until the STUD OWNER(S) has/have seen the litter, either in person or by photos, and has/have made the pick of litter choice. STUD OWNER(S) may make choice/pick of litter at the age of 6-12 weeks, but no later than when the kittens are four (4) months old. After four (4) months of age, right of choice and/or payment of stud fee are forfeited and nonexistent.

DAM OWNER(S) agree(s) to transfer ownership of the chosen pick of the litter kitten to STUD OWNER(S) with properly signed, TICA/CFA full registration papers and no restrictions on registration whatsoever in order to fulfill this Contract. DAM OWNER(S) agree(s) that kitten may bear the name of "Beeblebrox" in the registered name.

If the DAM OWNER(S) live in close proximity where travel to view the litter can be accomplished by either party, the OWNER(S) of this sphynx dam agree to make arrangements with STUD OWNER(S) to allow personal inspection of said litter for choosing pick. If DAM OWNERS(S) do not live in close proximity, DAM OWNER(S) agree(s) to send pictures of all the kittens born of

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the litter at regular intervals, no longer than two (2) weeks between intervals, and agree(s) to contact STUD OWNER(S) prior to sending the pictures with notice and confirmation of address to send the pictures, until STUD OWNER(S) has/have chosen the selection from the litter, and at regular interval(s) thereafter, agreed to by both parties, until such time as arrangements are made to deliver the pick to STUD OWNER(S).

Delivery of said pick of the litter shall be at the expense of the DAM OWNER(S) unless agreed otherwise.

STUD OWNER(S) reserve(s) the right to have the chosen kitten pick examined by a licensed veterinarian within seventy-two (72) hours of possession. Should said kitten be determined to be in ill health, or show any physical defects not readily determined by visual inspection, said kitten pick may, upon presentation of written diagnosis, be returned to the DAM OWNER(S), for another sphynx of equal value from the same litter or subsequent litters, when available, the choice of which to be determined by STUD OWNER(S).

DAM OWNER(S) agree(s) that the chosen pick of the kitten litter will reside at the home of the DAM OWNER(S), will not be caged, be provided with proper housing, a good quality diet, all required shots, wormings, exercise and human interaction until delivered to STUD OWNER(S).

This contractual agreement and guarantee applies to the original owner only and is nontransferable to a second party.

Any legal action, which may arise under the terms of this contract, will be brought in City of Grosse Pointe Park, Michigan, USA. Buyer shall be liable for any court costs and related charges including attorney's fees associated with the seller enforcing the terms of this contract. In signing this document, purchases acknowledges that he/she has read, understands and agrees to ALL of the terms and conditions stated above. The laws of the state of Michigan shall be controlling.

Signatures and dates below indicate full agreement to ALL terms set forth in this contract. There are neither other conditions nor guarantees, verbal or implied. No verbal deviations or additions are valid. No other warranties or guarantees are provided other than those specifically outlined above. The above signed consider this document to be legally binding. Changes or additions to this contract must be initialed by all parties involved.

Signature of DAM OWNER

Signature of STUD OWNER