



SAMPLE CONTRACTS



The attached sample contracts are offered as an aide in developing your own personalized contracts for the sale/adoption, stud service, or co-ownership of Jack Russell Terriers.



These sample contracts should be individually tailored to reflect your personal guarantees, conditions, etc. They should be redone on your letterhead, or otherwise show your personal name, address, phone number, and kennel name.



IMPORTANT: These sample contracts do not necessarily contain all provisions necessary to completely protect the parties to the contract. Laws differ throughout the country; you are advised to seek the advice of a lawyer in your state.



Also enclosed is the JRTCA's policy on the use of registered kennel names and co-ownerships. A Medical Form is also attached for your convenience in providing this information to puppy buyers.



The Jack Russell Terrier Club of America, Inc.
Post Office Box 4527
Lutherville, MD 21094
(410) 561-3655 • FAX (410) 560-2563



-- Stud Service Contract --

Owner of STUD dog _____ (hereinafter "stud owner")
Name of stud dog _____
JRTCA registration number of stud dog _____
Kennel name _____
Address _____

Owner of BITCH _____ (hereinafter "bitch owner")
Name of bitch _____
JRTCA registration number of bitch _____
Kennel name _____
Kennel address _____

I, _____ hereby enter into the following contract for mating of the two dogs: (stud dog) _____ to (bitch) _____, at bitch's next heat, approximate date of _____ at kennel of stud owner, bitch's next heat, approximate date of _____ at kennel of stud owner, unless otherwise indicated.

Cross out one not applicable (a or b1,2,3):

- a) Stud fee is to be \$_____ cash, payable at the time of breeding.
- b) 1. Stud fee is to be payable in puppies as follows: Stud owner will make choice of litter no later than when the puppies are four months of age. Failure to do so limits stud owner's choice to puppies available after that date.
2. One puppy constitutes a litter and if there is only one puppy, regardless of sex, this puppy shall constitute choice of litter.
3. If all puppies are born dead, or none survive to the age of eight (8) weeks, stud owner has the right of choice of litter. This will occur from a mating of the stud dog and bitch as her next heat only. If same condition occurs at second whelping, obligations of both parties are terminated. No cash compensation is due bitch owner nor will there be any refund either in whole or in part. These rights (choice of puppy), are not affected by change of ownership of bitch.

A guarantee of actual mating only is made, and not of pregnancy or of puppies living or dead.

If bitch fails to be in whelp (pregnancy), the bitch owner must give notice not later than fifty (50) days after

mating. A return service will be given to the same bitch without charge at the next heat (and only this heat). Unless such notice is given, the right to a return service is forfeited. No return service after second non-pregnancy mating.

There are no other terms of this contract unless filled in space below and initialed by both parties.

Bitch Owner

Stud Owner

Guarantee of Mating:

I, owner of stud dog in the foregoing contract, hereby certify and guarantee that said stud was mated properly to bitch named in this contract, on _____.

Signed: _____ Date _____
Stud Owner

Cross out one not applicable (a or b):

a) Receipt for cash payment:

I hereby state that as stud owner, I have received from bitch owner, the following cash payment:

\$ _____

First payment: \$ _____ Balance of \$ _____ Received on (date): _____

Signed: _____ Date _____
Stud Owner

b) Receipt for puppy or puppies:

I, owner of the stud dog, hereby state and declare in accordance with terms of mating contract I have received in full payment the following puppy or puppies _____ on _____.

Signed: _____ Date _____
Stud Owner

STUD SERVICE AGREEMENT

This is to certify that the bitch, _____, Reg. # _____,
owned by:

[insert owner's name, address, phone number]

was bred to the stud dog, _____, Reg. # _____,
on _____ 20____ for a fee of \$ _____ /or the following in lieu of a stud fee:

[insert wording for any other type of agreement, such as first pick pup, second pick pup, whatever]

The following terms and conditions are understood and agreed to by both parties:

- (1) Prior to breeding, the owner of the bitch must provide a completed JRTCA veterinarian form or JRTCA Registration Certificate, a copy of the bitch's pedigree, a record of current vaccinations, proof of worming within six months of the breeding date, and a negative Brucellosis test.
- (2) Payment of the stud fee is due at the time of the first service unless otherwise specified in the initial arrangement for breeding.
- (3) If there is a tie, or the breeding is otherwise consummated, there will be no refund of the stud fee in whole or in part.
- (4) If the bitch fails to whelp, the owner of the bitch must notify the stud dog owner of this fact within 10 days of the whelping due date. A return service will be given by the same stud dog at the next heat unless otherwise agreed upon by the stud owner. Lack of notification as indicated above will forfeit any return service.
- (5) If the stud dog should die or otherwise become incapacitated for breeding purposes before the return service is given, the stud fee will be refunded in full.
- (6) If the bitch changes ownership, any return service will be at the option of the stud dog owner. In certain cases, a substitute bitch may be accepted for the return service, but this will also be at the option of the stud dog owner.
- (7) If the bitch dies or aborts before whelping, the stud dog owner must be notified immediately if there is to be consideration given for a return service. Granting of a return service will be dependent on the cause of death; i.e., negligent or unavoidable cause.
- (8) Live birth of two or more puppies living up to three weeks of age will be considered a litter.
- (9) It is understood that the stud dog owner shall maintain reasonable care of the bitch while at the stud dog owner's facility or under the care of the stud dog owner or agent. The stud dog owner or agent shall not be held responsible for any loss, injury or death of the bitch while under their supervision or while in transit by a private or commercial carrier.

- (10) Any bitch that cannot be bred due to viciousness, fear, or any other extreme behavior problem will be immediately returned to the owner of said bitch and no payment will be due.
- (11) In addition to the stud fee, it is understood that the owner of the bitch will assume all costs incurred by the stud dog owner for any medical treatment by a veterinarian required for the bitch while under the supervision of the stud dog owner or their agent. It is agreed that the stud dog owner or agent shall determine the need for any emergency care for the bitch while under their supervision.
- (12) The period of residence in the stud dog owner's facility shall not exceed seven days unless otherwise agreed upon. Additional days will be subject to a \$5.00 per day boarding fee.
- (13) It is the bitch owner's responsibility to advise of any kennel habits the bitch may have that could possibly present a problem in giving adequate and safe care while in the stud dog owner's facility, and also to furnish any instructions and medication for any special care required.
- (14) It is the bitch owner's responsibility to be sure that the bitch is brought to the stud dog at the proper time for breeding.

Signed:

(Both stud dog and bitch owners sign and date here]

Stud Service Agreement

The owner of the Jack Russell Terrier Dog named, _____, JRTCA Reg. # _____, agrees to breed said Stud Dog to the Jack Russell Terrier bitch named _____, JRTCA Reg. # _____, owned by:

[insert owner of bitch's name, address, phone]

Conditions of Service

- (1) A stud fee of \$_____ is due and payable at the time of breeding; a three-generation pedigree of the stud dog will be provided at this time.
- (2) A negative brucellosis test on the bitch must be submitted at the time of the breeding; no breeding will take place unless this has been provided.
- (3) A signed Stud Certificate for each puppy in the litter will be delivered upon notification of the birth of a litter (a *litter*, for purposes of this agreement, constitutes at least one live puppy).
- (4) If the above mentioned bitch fails to whelp, the owner of the bitch must give notice no later than ten (10) days after the due date. A return service will be given to the same bitch without charge at the next heat cycle. If owner of bitch fails to notify owner of stud dog regarding failure to whelp within the above mentioned time limit, return service is forfeited.
- (5) A board fee of \$_____ per day will be charged for every day that the bitch remains in the care of the stud owner.
- (6) The owner of the stud has no responsibility for any and all veterinarian fees that may incurred as a result of this breeding.
- (7) In lieu of a stud fee, the owner of the stud dog agrees to accept:

Signed:

Owner of Stud Dog:

Owner of Bitch:

Date

Date

STUD SERVICE CONTRACT

(This contract must be signed in duplicate by both parties, each party having a copy of this Contract.)

_____, owner of the stud dog

Kennel Name: _____,

Address: _____,

and _____, owner of the

bitch, Kennel Name: _____,

Address: _____,

for mating of the two dogs, namely: stud _____

JRTCA Registration No. _____ and the bitch _____

_____, JRTCA Registration No. _____, at bitch's next heat,

approximately between the dates of _____, 20____ and

_____, 20____, at the Kennel of stud owner, unless otherwise indicated herein, to

wit:

(Both parties must strike and initial the terms which do not apply to this mating.)

1. Prior to breeding, the owner of the bitch must provide a completed JRTCA veterinarian form or JRTCA Registration Certificate, a copy of the bitch's pedigree, a record of current vaccinations, proof of worming within six months of the breeding date, and a negative Brucellosis test.
2. Stud fee is to \$_____ cash, payable as follows:

3. **Stud fee is to be payable in puppies as follows:**
Unless otherwise stated herein, owner of stud shall have the right of first/second/third choice of the litter when the puppies reach the age of _____ weeks. Stud owner will forfeit the right of said choice if not made by said date and shall make a choice from the puppies available after said date. If no choice is made by stud owner by the time puppies reach the age of _____ weeks, stud owner forfeits the right to any puppy from the litter.

One or more puppies constitutes a litter. If there is only one puppy, regardless of sex, this puppy shall constitute a choice of litter, unless otherwise and agreed to herein.

At the time of stud owner's possession of the choice puppy, bitch owner shall deliver to stud owner a certificate from a veterinarian stating that the puppy has been examined, has been found to have no known congenital defects, is in good health and has had its first series of vaccinations. Stud owner

shall not be obligated to take possession of the choice puppy until such time as this certificate is delivered, and this condition shall have no effect on stud owner's choice as stated above. Stud owner shall have 72 hours from the time of possession of the choice puppy to have said puppy examined by his/her own veterinarian. If puppy is found, at that examination, to have a congenital defect, Stud Owner shall have the right to return said puppy to bitch owner and choose a puppy from those available in the litter. If stud owner does not have the puppy examined and notify bitch owner within the 72 hour period, stud owner shall forfeit his/her right to the return of said puppy and shall have no other rights as to choice of another puppy. The parties hereto shall have no right to make any claim against the other for expenses incurred in the examination of said choice puppy.

If all puppies are born dead, or none survive to the age when stud owner is to make a choice as above, stud owner has the right to choose a puppy through mating at the next heat to the same stud, but a repeat service is at stud owner's option. If repeat service is performed, stud owner shall not request compensation for same. If the same condition occurs at second whelping, the obligations of both parties shall be terminated, and this Contract is null and void. The rights of stud owner as to choice of puppies at the next mating shall not be affected by change of ownership of said bitch and this Contract shall remain in full force and effect.

4. Stud owner guarantees only a mating (and "tie"), and makes no guarantees as to the pregnancy of said bitch or of puppies living or dead, unless otherwise stated and agreed to herein.
5. If bitch fails to be in whelp the owner of said bitch must notify stud owner of same no later than ____ days from the date of the first mating. A return service shall be given to the same stud without charge at the next heat, and only at the next heat. Unless such notice is given, the right to a return service is forfeited and this Contract shall be null and void. If bitch changes ownership, right of return service is at the option of stud owner. Further if the bitch fails to be in whelp after the second mating, stud owner shall retain the full amount of the stud fee herein and shall have no further obligation for a third return service, and this Contract shall become null and void.
6. If stud dies, is sold, or otherwise not available for a mating, prior to delivery of the bitch for mating, stud owner shall notify bitch owner of same and this Contract shall be null and void with all monies paid to stud owner being returned to bitch owner.

If, after delivery of the bitch to stud owner's kennel for mating, stud is not available for, or incapable of, mating of said bitch, stud owner shall notify bitch owner of same and the parties hereto agree to one of the following terms:

- a. Stud owner shall have the right to mate bitch with one of his/her other studs and shall notify bitch owner of his choice prior to the mating; or
 - b. Bitch shall be returned to owner, together with the amount of the stud fee paid herein, less the sum of \$_____ which shall be retained by stud owner to cover the cost of care and board of bitch while at stud owner's kennel.
7. Stud owner shall have the right to inspection of the bitch for the purpose of confirming pregnancy no later than 50 days from the date of the first mating of bitch.
 8. Stud owner shall deliver to bitch owner a copy of stud's pedigree and a JRTCA Stud Certificate only upon receipt of either, i) payment in full of the stud fee stated herein, or ii) possession of a puppy from the litter as stated herein (including health certificate), together with a copy of the pedigree of said bitch.

9. If bitch remains at stud owner's kennel for more than ____ days after delivery to said kennel, bitch owner agrees to pay the sum of \$_____ per day for each and every day, after said date, that bitch remains to cover the cost of food and board for said bitch during her stay.

All costs for transportation of bitch to and from stud owner's kennel shall be the responsibility of bitch owner and shall be paid in advance by bitch owner responsible for transportation arrangements or any costs incurred in the transportation of said bitch.

10. Stud owner makes no representations as to the quality of quantity of the litter produced from this mating, and bitch owner agrees to make no claims against stud owner for same.

Special Conditions: _____

By signing below, the undersigned agreed to the terms and conditions of this Contract on the

_____ day of _____, 20_____.

Bitch Owner's Signature

Stud Owner's Signature

RECEIPT FOR PUPPY OR PUPPIES

I, owner of the stud dog, hereby state and declare that in accordance with the terms of a Stud Service Contract dated _____, 20 ____, I have received in full payment the following puppy or puppies:

on this _____ day of _____, 20 ____.

Stud Owner

RECEIPT FOR CASH PAYMENT

I hereby state that as owner of stud dog, I have received from owner of bitch the following cash payment: \$ _____ in full payment of the terms of a Stud Service Contract dated

_____, 20 ____, on this the _____ day of _____, 20 ____.

Stud Owner

-- Certificate of Sale --

_____ (hereinafter referred to as "SELLER"), agrees to sell the Jack Russell Terrier described as:

Name (or name of sire and dam): _____

Date of Birth: _____ Sex: _____

Coat (if known): _____ Color: _____

to _____ (herinafter referred to as "BUYER")

of _____.

Terrier will be held only if a deposit has been received, and is still for sale until such time as said deposit is received by Seller. Full payment must be made before terrier leaves Seller's possession.

Total Purchase Price: \$ _____

Deposit Received: \$ _____ Date: _____

Balance Due: \$ _____

Date Balance Paid: _____

Health Certification:

To the best of the Seller's knowledge, the terrier is free of signs or symptoms of disease or congenital defects as of date terrier leaves Seller. Buyer agrees to have the terrier examined by his/her veterinarian within 72 hours from the time terrier leaves. Seller shall notify Buyer immediately if any medical problem is found. In the event a medical problem is found the Buyer shall have the option of returning terrier within 5 days of the date of purchase. The Seller will not be responsible under any circumstances for any veterinary (or other) bill incurred by the Buyer. All transportation charges are to be paid by Buyer, including those incurred if the terrier is returned.

Prefix Requirement and Registration:

Buyer shall use the kennel name prefix _____ when exhibiting or registering the terrier. Buryer agrees that, if the terrier is registered, it will be registered (or recorded) with The Jack Russell Terrier Club of America, or not at all.

The terrier may not be sold or given away by Buyer without the prior written consent of Seller, who shall have a right of first refusal.

The above terms and conditions are agreed to this _____ day of _____, 20____.

Buyer

Seller

Sales Contract

On _____ day of _____, 20 ____, the sum of \$_____ has been received from:

[insert buyer full name and address]

hereinafter referred to as the Buyer. This sum has been received as consideration for the purchase of the Jack Russell Terrier described as:

[insert complete description of terrier]

Conditions of Sale

- (1) Both buyer and seller acknowledge that no representations, verbal or implied, have been made with regard to said Jack Russell Terrier's future abilities.
- (2) Seller warrants, to the best of his/her ability, that said Jack Russell Terrier is sound and free from disease. The buyer has the option to take puppy within 72 hours of purchase, at their own expense, to a veterinarian of their choice. If puppy is found not to be in good health, the buyer will return the terrier to the seller immediately, and the seller will either (1) replace the terrier; (2) refund the purchase price; or, (3) return it in good health within thirty (30) days. The adverse health report must be in writing and signed by a licensed veterinarian.
- (3) Puppy is guaranteed until one year of age against genetic/congenital defects which would cause death or the need to be humanely destroyed. In such an unlikely case, a written veterinarian report, with autopsy if necessary, must be submitted in writing and signed by a licensed veterinarian. The puppy will be replaced or the purchase price will be returned at the seller's sole discretion.
- (4) Puppy is guaranteed to qualify for registration in the Jack Russell Terrier Club of America (JRTCA).
- (5) If buyer is unable to keep said terrier for any reason, they will contact the breeder to assist with placement in another home. Under no circumstances will buyer ever place this Jack Russell Terrier in an animal shelter, pound, or pet store of any type.
- (6) The buyer further agrees to register this terrier with the JRTCA at one year of age, and to have no association with any conflicting JRT organization or kennel club (relating to Jack Russell Terriers).

Refund Policy

- (1) If terrier does not qualify for registration with the JRTCA, the seller agrees to:
 - (a) Replace the terrier with another puppy upon return of the original terrier; or
 - (b) Upon receipt of spay/neuter certificate for said terrier, refund one-half of purchase price.
 - (2) If the buyer spay/neuters said terrier voluntarily, the seller will refund \$_____.
- This agreement represents the entire agreement between the buyer and seller. No other agreements or promises, verbal or implied, are included unless specifically sated in this written agreement.

Signed:

Buyer _____

Seller _____

Date

Date

SALES CONTRACT

This sales contract is made this _____ day of _____ 20____ between _____, hereinafter termed THE SELLER, and _____, address _____, hereinafter termed the BUYER.

THE SELLER AGREES to sell, for the purchase price of \$_____, and has this day delivered to the BUYER, a Jack Russell Terrier, hereinafter termed terrier, male/female whelped on _____, sired by _____, out of _____, described as _____, and certifies that said TERRIER is of sound body and good health, free from communicable diseases to the best of seller's knowledge, and current in vaccinations and wormings.

THE SELLER guarantees that the TERRIER is registerable with the Jack Russell Terrier Club of America, Inc. If the TERRIER is not registerable at one year of age, THE SELLER agrees to replace the dog if returned, or to refund one-half of the purchase price when proof of sterilization is received. The BUYER must notify the SELLER in writing of the unregisterable condition, and include a JRTCA veterinarian certificate dated and signed by a license veterinarian within 30 days after the TERRIER turns one year of age. If the SELLER does not receive notification within this period of time, this guarantee becomes null and void.

THE BUYER AGREES to offer the TERRIER to the SELLER for no more than the purchase price above if he cannot keep the dog within one year of age. After one year of age, THE BUYER AGREES to notify the SELLER if he cannot keep the dog for any reason during its lifetime, and a mutually agreeable plan will be worked out to place the terrier in another home.

THE BUYER AGREES that they will never place this dog, or any of its offspring should it be used for breeding, in any pet store or other public-sales situation, and that they will not participate with this animal in any kennel club or conflicting organization registry.

THE SELLER AGREES to provide a \$50.00 spay/neuter refund upon the receipt of proof of sterilization by the buyer, unless the puppy has been replaced or a refund has been given for unregisterability.

WITNESS our hands the day and year first written above.

_____ SELLER

_____ BUYER

Spay/Neuter Sales Agreement

On _____, 20____, the sum of \$ _____ has been received from the buyer:

[insert buyer's full name/address/phone number here]

in consideration for the purchase of the Jack Russell Terrier described below:

Conditions of Sale

- (1) The buyer agrees to neuter/spay the above described terrier on or before _____ [date].
- (2) The buyer agrees to be responsible for any and all associated veterinary costs, and to provide the seller with a certificate of spay/neuter signed by a licensed veterinarian.
- (3) If the buyer fails, for any reason, to spay/neuter the above terrier on or before the date listed above, the buyer agrees to pay any and all fees, including but not limited to legal fees, court costs, depositions, telephone, veterinary examinations, etc. incurred by the seller and its agents to enforce this contract.
- (4) Transfer of ownership or housing of this terrier does not limit or in any way change the responsibility of the above named buyer to spay/neuter the animal as per this agreement.
- (5) It is understood that no pedigree will be provided on this animal until the spay/neuter agreement has been completed.
- (6) If buyer cannot keep this terrier for any reason, full ownership will revert back to seller.

Signed:

Buyer _____ Seller _____

Date _____ Date _____

SALES/BREEDING CONTRACT

On _____, 20____, the sum of \$_____ has been received from the buyer [insert name, address & phone number]:

for co-ownership of the following described Jack Russell Terrier [name, description, reg. #]:

The following terms and conditions are hereby agreed to:

1. The bitch will be co-owned by the buyer and _____ Kennel until all of the terms of this contract are fulfilled; the bitch will be registered with the JRTCA in both names, with a copy of this agreement.
2. The bitch will reside with the buyer; however, if buyer elects not to keep said bitch for whatever reason, full ownership shall revert back to _____ Kennel.
3. The bitch will be bred during her second heat from this date, or at a time mutually agreeable to the buyer and _____ Kennel, to a stud dog determined by, and owned by, _____ Kennel. There will be no stud fee expense to the buyer.
4. _____ Kennel will receive two pups of their choice from said breeding; if for any reason there are not two live pups free of congenital/genetic defects. If the seller is unable to take two pups from the first breeding, the breeding will be repeated and the same conditions will apply until two pups have been received by _____ Kennel. Any remaining pups in the litter(s) will be owned by the buyer. Any abnormal vet expenses incurred from the whelping (i.e. C-section) will be split proportionately by the number of pups between the buyer and _____ Kennel.
5. All litters produced under this co-ownership agreement will be considered bred by _____ Kennel, and will be registered with the JRTCA using the seller's registered kennel prefix. Pedigree and stud certificate papers will be provided accordingly to the buyer for all pups in the litter.
6. At the time the above outlined commitment has been fulfilled, full ownership will be transferred to the buyer, with no further commitments due _____ Kennel.
7. The full value of this bitch is considered to be \$_____; the buyer is responsible for the safety and health of the bitch, and are at risk for the additional value in the event that the bitch is lost due to negligence in health care or otherwise during the period of co-ownership.

[signed and dated by both buyer and breeder)

MEDICAL RECORD

Date Whelped: _____

Sire: _____

Sex: _____ Color: _____

Dam: _____

Attending Veterinarian:

Tail docking/dew claw removal on: _____ Health examination on: _____

Other medical treatment: _____

Vaccinations:

Type/Date 1) _____
2) _____
3) _____
4) _____

Worming:

Type/Date 1) _____
2) _____
3) _____
4) _____
5) _____
6) _____

Notes:

PUPPY GUARANTEE

CONGRATULATIONS ON THE PURCHASE OF YOUR NEW PUPPY!! EVERYTHING HAS BEEN DONE TO INSURE THAT HE/SHE GETS THE BEST START POSSIBLE. THE PUP HAS BEEN STARTED ON ITS VACCINATION SERIES, BEEN CHECKED FOR INTERNAL PARASITES, RECEIVED TREATMENT IF NECESSARY AND GIVEN LOTS OF T.L.C.

- 1) The puppy must be checked by a veterinarian of your choice within five working days. Should he find the pup ill, or not as represented, a full refund of the purchase price will be given upon the return of the pup.
- 2) In the event the terrier does not pass registration at one year of age due to the following reasons....

Heart murmur, undescended testicles, hernia, severely incorrect bite, Legg-Perthes disease, abnormal vision, abnormal hearing, generalized demodectic mange

- A) Upon the return of the terrier, you have a choice of a new puppy or a full refund of the purchase price.
- B) If you keep the terrier, half the purchase price will be refunded upon receipt of proof that the terrier has been altered (spayed/neutered).

SELLER: _____

BUYER: _____

DATE: _____

DATE: _____

PLEASE NOTE: If, for any reason, at any time, you decide you cannot keep your terrier, you may return it to me. I will have it altered (at my expense) and place it in a suitable home.