



The Norwegian  
Kennel Club

# Mating agreement

- Not valid as confirmation of mating

<b>Dog</b>	Name of dog	Registration number
	ID-number	Owner(s) name*
	E-mail	Telephone
	Address	

\*The owner of the dog is, in this context, the person that has breeding rights of the animal.

Health examinations Dog	Result	Not examined	Not applicable for the breed
HD x-ray		<input type="checkbox"/>	<input type="checkbox"/>
ED x-ray		<input type="checkbox"/>	<input type="checkbox"/>
DNA-tests:		<input type="checkbox"/>	<input type="checkbox"/>
Eye examination		<input type="checkbox"/>	<input type="checkbox"/>
Patellar luxation examination		<input type="checkbox"/>	<input type="checkbox"/>
Other relevant examinations			

<b>Bitch</b>	Name of dog	Registration number
	ID-number	Owner's name*
	E-mail	Telephone
	Address	

\*The owner of the dog is, in this context, the person that has breeding rights of the animal.

Health examinations Bitch	Result	Not examined	Not applicable for the breed
HD x-ray		<input type="checkbox"/>	<input type="checkbox"/>
ED x-ray		<input type="checkbox"/>	<input type="checkbox"/>
DNA-tests:		<input type="checkbox"/>	<input type="checkbox"/>
Eye examination		<input type="checkbox"/>	<input type="checkbox"/>
Patellar luxation examination		<input type="checkbox"/>	<input type="checkbox"/>
Other relevant examinations			

The above-mentioned parties, who possess the breeding rights of the dog and the bitch respectively, have reached an agreement according to the following alternative:

Alternative 1. A fee of NOK..... is paid in cash against receipt in conjunction with the mating. An additional fee of NOK..... is paid per live puppy at five weeks of age. The latter fee must be paid no later than when the puppies reach the above-stated age, in return for a receipt and a signed confirmation of mating.

If the bitch fails to conceive, or no puppies live to reach 5 weeks of age, the owner of the bitch is entitled to a new mating free of charge:

Yes  No

If only one pup live to reach 5 weeks of age, the owner of the bitch does not have to pay a fee for this puppy:

Yes  No

If one or more puppies die after having reached the above-stated age of 5 weeks, but before the age of 8 weeks, the owner of the bitch is entitled to repayment of the fee paid for the puppy(ies)

Yes  No

Alternative 2. The full fee for the mating is NOK..... The fee is paid in cash in conjunction with the mating, in return for a receipt and a signed confirmation of mating.

If the bitch fails to conceive, or just one puppy live to reach 5 weeks of age,  
1) The owner of the bitch have the right to a new mating free of charge.

Yes  No

2) The owner of the bitch will be reimbursed part of the stud fee:

Yes NOK. ....  No

Alternative 3. The owner of the male reserves the right to receive a puppy from the litter instead of a paid fee. The two parties must write a separate agreement that describe the terms, including what fee should be paid if the owner of the dog choose not to receive a puppy from the litter. See excerpts from the FCI International Breeding Rules on p. 4 of this document for more information about what details the separate agreement must include.

The parties guarantee that each breeding animal complies with NKC's requirements for breeding and registration.

Both parties agree to the terms described in the excerpts from the FCI International Breeding Rules on pages 4 and 5 of this document.

Each party receives a signed copy of the agreement.

The agreement contains appendices:  Yes, number:.....  No

<b>Signatures</b>	Date/place	Date/place
	Owner of the dog*	Owner of the bitch*

The Norwegian Kennel Club has developed this standard agreement based on experience and established practises. The Norwegian Kennel Club is not responsible for any disputes or conflicts associated with mating agreements.

## International Breeding Rules of the F.C.I.

For complete regulation see [www.fci.be](http://www.fci.be)

### Preamble

Breeders and owners of stud dogs are strongly urged to negotiate a written contract before each breeding wherein the financial obligations of both parties are clearly defined.

### Transportation and maintenance costs of the bitch

It is recommended that the owner of the bitch or a person whom he can rely on takes the bitch to and from the male. If a bitch is boarded for several days by the agent of the stud dog, the owner of the bitch will be financially responsible for feeding costs, boarding fees, if necessary veterinary care and any damage to the residence or kennel of the stud dog agent as well as return transportation costs.

### Liability

According to the laws of the different countries, the person boarding and taking care of an animal is held legally responsible for any damage caused to third parties during that period.

### Death of the bitch

Should the bitch die while in the custody of the stud dog agent, the latter will undertake to have the death and the cause of it certified by a veterinary surgeon. He will inform the owner of the bitch of the death and the cause of it as soon as possible. Should the owner of the bitch wish to see the dead bitch, the stud dog agent may not deny this request. Should the death appear to have been caused by negligence of the stud dog agent, the latter is liable to compensate the owner of the bitch for the loss. Should it be determined that the stud dog agent was in no way responsible for the death of the bitch, the owner of the bitch is required to reimburse the stud dog agent for all expenses incurred as a result of the death.

### Selection of the stud dog

The stud dog agent is obliged to mate the bitch only with the dog referred to in the contract. Should this stud dog be unable to mate, no other dog may be substituted without the prior consent of the owner of the bitch.

### Accidental breeding

In the event that the bitch is unintentionally mated by a dog different from the one agreed upon, the stud dog agent who has the bitch under his custody must notify and reimburse the bitch's owner for all the expenses resulting from this accidental breeding. In case of accidental breeding, it is forbidden to carry out another mating with the stud dog originally foreseen. In such cases, the stud dog agent cannot charge any stud fee.

### Confirmation of mating

The stud dog agent will declare, in writing, on a stud service certificate, that the mating took place with the agreed stud dog. By his signature, he certifies that he was an eyewitness of this mating.

If the organisation which keeps the stud book with which the litter is to be registered requires the use of particular documents, it is up to the owner of the bitch to get them, fill them in correctly and request the stud dog agent's signature.

## **Payment of stud fee**

The owner of the stud dog may refuse to sign the stud service certificate before the stud fee which was agreed has been paid. He is not permitted, however, to hold back the bitch as security. If the agreed stud dog does not perform the mating for whatever reason or if the bitch does not want to be mated, whereby no mating can take place, the owner of the stud dog is entitled to the payment of the fees as previously described. However he may not claim payment of the stud fee.

Apart from the stud fee which was agreed, the owner of the stud dog has no further rights concerning the litter towards the owner of the bitch. Specifically, he has no right to get a puppy from the litter. However, if there is a mutual agreement that the stud fee will be a puppy, it must be made in writing prior to the mating. The written agreement must include the following provisions which have to be observed:

- a) the date when the owner of the stud dog *may* choose the puppy
- b) the date when the owner of the stud dog will actually get the puppy which was chosen
- c) the date by which the owner of the stud dog *must* choose a puppy (after which date his rights to choose the puppy will expire)
- d) the date by which the owner of the stud dog *must* come to take the puppy (after which date his rights to obtain a puppy expire)
- e) an agreement concerning the transportation costs
- f) special provisions in the event of a stillborn litter, a single living puppy or in case the selected puppy dies before the owner of the stud dog gets it.

## **The bitch remains barren**

After a mating has been correctly performed, the stud dog is considered to have fulfilled its duty and the stud dog owner is therefore entitled to the agreed stud fee. This does not necessarily imply that the bitch will be pregnant. If the bitch remains barren, it is up to the stud dog owner either to offer a free stud service at the next oestrus cycle or to refund a percentage of the stud fee. Such an agreement must be made in writing and included in the breeding contract before the mating takes place. The time limit for a free mating expires at the death or transfer of ownership of the stud dog or at the death of the bitch. In case it can be proved (by a sperm analysis) that the stud dog was infertile at the time of the mating, the owner of the bitch has to be reimbursed the stud fee.

## **Artificial insemination**

The costs for collecting the sperm and performing the insemination are charged to the owner of the bitch. Collecting the sperm and insemination shall be confirmed in writing by the veterinary (see FCIs Internasjonale Breeding Rules section 13 for the full text). The owner of the stud dog from which the semen was taken must provide a signed stud service certificate to the owner of the bitch in addition to the veterinary surgeon's certificate.

## **Transfer of breeding rights – lease agreement**

As a rule, the owner of the bitch at the time of the mating is considered to be the breeder of the litter. The right to use the bitch or the stud dog for breeding may be transferred to a third party by contract. It is compulsory that such a transfer of breeding rights/leasing agreement be executed in writing before the breeding takes place. The written agreement transferring the breeding rights must be recorded in due time with the appropriate organisation which keeps the stud book and, if required, with the breed club. The lease agreement must be enclosed with the application to register the litter. It must clearly outline the rights and obligations of the two contracting parties. The lessee of the bitch is considered to be its owner, as understood by these rules, from the date of the whelping until the litter is weaned.