

## Canaan Dog Brood Bitch Lease Agreement

### 1. Parties.

    ("Lessor")      Name:

    ("Lessee")      Name:

### 2. Lease of Bitch. The Lessee desires to lease the following Bitch from Lessor:

    Registered Name:

    Call Name:

    AKC #:

    DOB:

Under the terms and conditions set forth herein.

### 3. Terms.

    3.1. Term. The "Term" of this Lease shall commence on: \_\_\_\_\_ ("Commencement Date") and terminate on: \_\_\_\_\_ ("Termination Date") unless sooner terminated pursuant to any provision herein.

#### 3.2. Obligations and Rights Upon Lease Termination.

    Lessee expressly covenants and

    agrees that upon termination or cancellation of this Lease, Lessee shall have no further right in or to the Bitch and Lessee shall immediately return the bitch to Lessor. This clause shall survive termination of this Lease.

### 4. Pre-Breeding Testing.

    4.1 All pre-breeding testing and associated cost for the Bitch will be the responsibility of the Lessor.

    4.2 Pre-breeding screenings shall include:

        i. Brucellosis test

        ii. The following health evaluations: \_\_\_\_\_

### 5. Testing and Artificial Insemination (AI).

    5.1 The Less \_\_\_\_\_ will perform any veterinarian-recommended testing, including multiple progesterone tests and AI; the cost of which will be the responsibility of the Lessee.

    5.2 An ultrasound will be performed by the Less \_\_\_\_\_'s veterinarian at the Lessee's expense on or about the 28th day post-breeding. If the ultrasound indicates no pregnancy, a second ultrasound will be performed on or about the 35th day post breeding. If no pregnancy is indicated by the second ultrasound, the Lessor will pay half the cost of progesterone testing and AI to the Lessee and this Lease Agreement will terminate.

### 6. Delivery of Bitch.

    6.1. Expense of Delivery. Lessor shall deliver possession of the Bitch to the Lessee at Less \_\_\_\_\_'s expense. At the termination of the Lease, the bitch shall be delivered to the Lessor at Less \_\_\_\_\_'s expense.

### 7. Ownership of Puppies.

7.1. Puppy(s) during Lease. The Lessee shall be the sole owner of any puppy(s) born during the Lease Term.

### 8. Bitch and Puppy Care, Custody and Control.

    8.1. Custody. Lessee shall be responsible for the proper care and custody of the Bitch and puppy(s) during the term of this Lease.

    8.2 Care. Lessee shall provide the Bitch with the same dog food and dietary supplements as Lessor during the lease term. Puppies will be weaned on to an age-appropriate premium kibble. Lessee shall provide all routine veterinary care, grooming, and exercise to the Bitch and puppy(s) during the term of the Lease. This Lease will serve as permission for the Lessee to seek veterinary services on behalf of the Bitch.

    8.3 C-Section. In the event the Lessee's veterinarian recommends a c-section, the Lessee will have sole discretion to schedule the surgery.

    8.4. Spaying. In the event the Lessee's veterinarian recommends the Bitch be spayed during a c-section, the Lessee will make every attempt to contact the Lessor to get approval for the procedure. In the event the Lessor is unavailable, the Lessee will make the determination.

    8.5 Preservation. In the event that preserving the life of both the Bitch and the puppy(s) is not feasible, preference will be given to the Bitch.

    8.6. Control. Lessor reserves the right to approve and periodically inspect the facilities where Lessee shall maintain the Bitch and puppy(s).

9. Puppy Registration.

9.1. Registration and fees. Lessee shall pay for all registration fees to the appropriate breed registry or registries. The parties shall mutually cooperate in preparing and submitting any and all necessary paperwork for proper registration. Lessee shall be the designated breeder of record for all puppies.

10. Disposition of Puppy(s).

10.1 The parties agree the Lessee will be solely responsible for selecting buyers for the puppy(s).

11. Assignment. This Agreement may not be assigned by any party unless agreed on in writing.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations and understandings of the parties.

13. Payment.

13.1 Lessee agrees to pay the Lessor thirty percent (30%) of the net profit arising from the sale of the puppy(s) as the only payment under this Lease.

13.2 Lessee agrees to retain itemized expenses pertaining to the breeding, whelping and care of the puppy(s) and itemized records of sales of the puppy(s) for the term of the lease and to make same available to Lessor for review.

13.3 Payment will be due when the last puppy to be sold is sold or 4 months from whelp date, whichever occurs first. If a sale of a puppy occurs after 4 months from whelp, thirty percent (30%) of the sale will be paid to the Lessor.

This Agreement shall be governed by the laws of the State of \_\_\_\_\_. Any legal action commenced to enforce or interpret this Agreement shall be brought in state or federal courts with the appropriate jurisdiction, located in \_\_\_\_\_ County. The parties hereto consent to both venue and jurisdiction.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date below:

Lessor:

Lessee:

Signed \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_  
(Print)

\_\_\_\_\_ (Print)

Date \_\_\_\_\_