

DESTINATION DALMATIAN

Co-Ownership Contract

This document will serve as a legal and binding contract between Alicia Longenecker, hereinafter called the "Breeder", and _____, hereinafter called the "Co-owner." This contract will remain in effect until such time as it has been fulfilled or terminated by the agreement of both parties. a.) If this puppy fails to pass the breeding requirements necessary as per OFA & AKC requirements.

Bitch Name: _____ D.O.B. _____

Registration#: _____

Color: _____

Bitch was Sold as a Puppy for \$ _____.

Bitch's Sire: _____

Registration#: _____

Bitch's Dam: _____

Registration#: _____

Bitch Co-owner(s): _____

Address: _____

Home Phone: _____ Cell: _____

Email: _____

The above described Destination Dalmatian female has been transferred, and will reside with the Co-owner. The AKC registration and additional paperwork will carry the Breeder's name until the co-ownership contract has been fulfilled.

Breeder: _____

Witness: _____

Co-owner: _____

Witness: _____

_____/_____
Co-Owners Initials/ Date

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Co-owner Responsibilities

1. The Co-owner must take full responsibility for Bitch's care. All vaccination records must be available for Breeder's inspection. The Bitch must also have all regular boosters and immunizations (appropriate to your lifestyle and regional area).
2. The Co-owner must give the Bitch proper nutritional concern, referring to Destination Dalmatians Nutritional Agreement on low purine diet. If Co-owner has any questions regarding feedings or nutrients, please contact Alicia.
3. In the event of accident or injury, the Co-owner must immediately inform the Breeder of Bitch's condition. Any necessary veterinary or hospital charges are the responsibility of the Co-owner.
4. The Co-owner must agree to give the Bitch proper socialization for mental health and stability. Failure to adhere to this responsibility could jeopardize the Bitch's breeding status.

Bitch Qualifications for Breeding

1. Bitch must be over 17 months of age before breeding.
2. Bitch must be vet certified clear and both bitch and studs must provide and share Brucellosis tests.
3. Bitch must have DNA testing done.
4. Bitch Co-owner certifies that said Bitch has not been exposed to any other Stud Dog from the start of her heat cycle, and is in good health.

Natural Breedings Bitch Co-Owner Responsibilities

1. Bitch Co-owner is responsible for transportation of Bitch to and from Stud Dog owner's care.
2. Special dietary needs must be reported to Stud owner and are the responsibility of Bitch owner (eq. supplements, food allergies, etc.)
3. Bitch Co-owner must have knowledge of Bitch's heat cycle and ovulation for good timing between Bitch and Stud. In the event that progesterone levels need to be taken the expenses will be the responsibility of the Bitch Co-owner.
4. Breeding between Bitch and Stud should be between days 9 to 14 of the heat cycle.
5. Bitch Co-owner must be aware of the physical and nutritional needs the breeding Bitch MUST HAVE for healthy prenatal care and safe delivery of live puppies. If the Bitch Co-owner is an inexperienced breeder, it is recommended that she/he be in contact with more experienced breeders, or have a breeding mentor.

_____/_____
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Puppy Sale and Placement

1. The Co-owner agrees to give the Breeder one-half of the puppies from the first litter. (eq. Bitch produces seven pups: Breeder keeps three; Co-owner keeps four).
2. The Co-owner agrees to give Destination Dalmatian a minimum of three puppies from the litter unless In the event that there are less than six puppies in the first litter, the Co-owner can choose to pay 15% of per puppy sold.
3. The puppies should be delivered to the Breeder in good health at eight weeks of age for inspection. All shipping or delivery cost, in the event Destination Dalmatian cannot personally handle the puppies, will be absorbed by the Co-owner. The Breeder reserves the right to refuse any puppies that are not up to standard within 48 hours of delivery. Any puppies that show symptoms of any contagious disease or die within ten days will not be the responsibility of Destination Dalmatian.
4. In the event that the Co-owner is a licensed breeder (not LBIT), with the ISSR, the Co-owner can choose to sell the puppies personally, and the Breeder agrees to send any prospective customers when available. Destination Dalmatian will only charge 15% for any sales generated by their kennel. The Co-owner agrees to give full details to the Breeder as to weight, temperament, etc. and agrees that pupies must be priced as per Destination Dalmatians guidelines.
5. If the Co-owner is NOT a licensed breeder/in training then all puppy sales must be handled by Destination Dalmatian as per the AKC & IRS rules! Each puppy will be sold and guaranteed by the breeder but 85% of the selling price of each puppy will be turned over to the Co-owner for his/her share of the litter, as per agreement.

_____/_____
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Legalities

1. In the event the Bitch is lost, killed, or injured seriously, so as to render her unable to be bred, in consequence of any Co-owner negligence, or that of his/her agents or employees, the sum of \$1,000.00 plus estimated value of lost progeny is to be paid promptly to the Owner/Breeder as liquidated damages.

2. Should the Co-owner find him/herself unable or unwilling to fully comply with the terms of this contract, with respect to care, breeding, whelping, etc. The Bitch must be returned to Destination Dalmatian. Failure to return the Bitch under these circumstances, the Co-owner hereby gives the Breeder the following options:

A. The Owner/Breeder's agent may take possession of the Bitch from the Co-owner's property, providing the Bitch is in good health; and the Co-owner signs the AKC paperwork completely to the Breeder, making this contract null and void; or

B. The Owner/Breeder can subject the Co-owner to liquidated damages in the amount of \$5,000.00, attorney's fees in the amount of \$2000.00, and the legal cost of bringing this action to enforce the terms of the contract.

C. In the event that said Bitch is used for any type of breeding outside of the AKC (with puppies receiving fraudulent papers), the co-owner hereby agrees to pay the Owner/Breeder an agreed upon liquidation amount of \$5,000 to represent the potential progeny value that was lost from the AKC gene pool.

I have read and understood the terms and conditions for this contract and agree to abide by them until such time as the contract is fulfilled.

Co-owner's Name: _____

Date: _____

Co-owner's Signature: _____

Witness: _____

Date: _____

Witness: _____

Date: _____

Notary: _____

Date: _____

_____/_____
Co-Owners Initials/ Date

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