



(Name of Kennel) Co-Ownership Contract

This co-ownership agreement serves as a legal and binding contract made and entered on ____ (date) ____ between ____ (name of the Seller/Breeder) ____ and ____ (name of the Buyer) ____ as the co-owner.

This contract will remain in effect until it has been fulfilled or terminated by the agreement of both parties. The purpose of this legal document is to set forth the terms and conditions of the co-owning of a (breed of the dog).

Name of the dog: _____

Date of birth: _____

Registration Number: _____

() Male () Female

Coat: _____

Color: _____

Temperament: _____

Sire: _____

Registration Number: _____

Dam: _____

Registration Number: _____

The dog's full value is agreed as \$ _____

The Co-Owner has agreed to pay \$ _____

\$ _____ deposit on execution of the agreement with a balance of \$ _____, to be paid on or before the dog leaves the Seller's premises.

If the balance is not paid by ____ (date) _____, this contract should be canceled, and the Buyer forfeits the deposit.

Co-Owner's Name: _____

Address: _____

Contact Number/s: _____

E-mail address: _____

Co-Owner's Responsibilities

1. Co-ownership will be with one or more of the Breeders at the discretion of the Seller.
2. The Breeder of this dog will retain full breeding rights and full registered ownership until the terms of this agreement have been fulfilled.
 - a. It includes all costs of feeding, housing, and veterinarian expenses, except when the Breeders have temporary possession of the dog.
 - b. The Breeders are to be permitted temporary possession of the dog at their request for training, exhibiting, breeding, medical examinations, or other purposes deemed necessary by the Breeders.
 - c. Neither party to this contract may sell, or in any other way, transfer ownership or possession of the dog without written consent of the other parties.
 - i. Each party of this agreement will have the right of first denial in any change of ownership throughout the life of the dog, or until the termination of this contract.
 - d. Each party also agrees to defend and hold harmless the other party in the event of any lawsuit brought because of the actions of the dog while in the sole possession of that party.
 - e. The Buyer is to keep the Breeder apprised of the Buyer's current address, and any change of address must be reported in writing within 30 days of said change.
3. The Breeder agrees to exhibit the dog at AKC, or UKC conformation shows at no charge to the Buyer until the dog has earned a championship.
 - a. The Breeders will be responsible for all entries and expenses for the shows the Breeders choose to enter.
 - b. The Buyer is solely responsible for all entries and expenses for shows which dog shows or competitions the Buyer enters.
4. The Seller warrants that the above-described dog is a purebred (breed of the dog) registrable with the AKC and UKC.
 - a. AKC Registration papers will be provided to the Buyer as of the date of the completed purchase, together with a true copy of its pedigree.

- a. In such a case, the Seller should provide the Buyer with an AKC Registration Certificate with full breeding rights.
 - b. The Buyer will be listed as the primary owner. One or more of the Breeders will be listed as a co-owner.
- 8. If the dog is a male, the Seller retained the right to use the dog as a stud on any female-owned, co-owned, or leased by the Seller.
 - a. With the understanding that no stud fee or other consideration will be paid to the Buyer by the Seller.
 - b. This provision should be limited to 4 litters each year that results in a minimum of two surviving puppies per litter.
- 9. If the dog is a female, the Seller retains the right to breed the dog first. The Seller is only entitled to one live litter.
 - a. A live litter will be defined as two surviving puppies.
 - b. The Seller must breed the dog before the dog turns three and a half years of age, or the Seller forfeits the right to use this dog for breeding.
 - i. The Seller will own the litter in its entirety, and the Buyer will sign an AKC lease agreement before breeding to last through the weaning of the litter.
 - ii. The dog will remain in possession of the Seller after breeding and until the litter is weaned.
 - 1. Once the litter is weaned, the dog will be returned to the Buyer.
 - 2. The Seller is responsible for all the costs associated with the litter and care of the dog while in their possession.
- 10. The Seller/Breeders are not entitled to any proceeds received or responsible for any expenses incurred for any breeding of the dog arranged by the Buyer.
 - a. If the dog is female, the Seller will sign an AKC lease agreement before breeding to last through weaning of the litter, making the Buyer the sole breeder and litter owner, provided the Buyer adheres to all provisions in this contract.
 - i. The Buyer is responsible for filing the lease agreement with the AKC and paying all fees associated with the filing of the contract.
- 11. The Buyer agrees not to breed the dog until the following conditions have been met.
 - a. The Buyer is solely responsible for the cost of health screenings listed below.

- i. The dog is at least 18 months of age.
- ii. The dog has earned an AKC or UKC title in conformation or obedience competitions, or the Buyer has received express written permission from the Seller waiving this permission.
- iii. If the dog is over two years of age at the time of breeding, the dog has received a hip certificate of good or better from the Orthopedic Foundation for Animals (OFA).
 - 1. If the dog is at least 18 months of age but less than two years old at the time of breeding, OFA preliminary findings of good or better are acceptable, provided the X-rays were not taken before the dog reaches 18 months of age.
- iv. The dog has been tested to determine Von Willebrand's status.
- v. If the dog is female, the dog may not be bred by the Buyer until the Seller has used the dog for breeding purposes, as stated in provision 9 of this document.

12. The Buyer understands that the health screening requirements above are the minimum amount of testing that must be completed before breeding the dog.

- a. The Seller strongly encourages the Buyer to complete all health screenings recommended by the (club for the specific breed) before breeding the dog.
 - i. The Buyer is solely responsible for the cost of all health screenings.

13. The Buyer agrees to only breed the dog to males or females that meet the following conditions

- a. The male or female is at least 18 months of age.
- b. The male or female is a purebred (same breed of the dog purchased) registered with the AKC and does not appear on the AKC's Z-list for white or white-factored (breed of the dog).
- c. The male or female is not registered with the Continental Kennel Club (CKC).
- d. The male or female has received a hip certification of fair or better from OFA.
 - i. OFA preliminary findings of good or better are acceptable if the male or female is under two years of age at the time of breeding, provided the X-rays were not taken before the male or female reached 18 months of age.

- e. The male or female has been tested to determine Von Willebrand's status.
 - f. The male or female has been tested and found negative for brucellosis before breeding.
- 14. The Buyer agrees that he/she will not sell this dog's offspring to any agent, broker, commercial breeder, pet store, any establishment or business.
- 15. The Buyer agrees not to neuter or spay the dog without the written permission from the Seller.
- 16. The Buyer agrees that the dog will reside at the home of the Buyer, have access to a physically fenced yard, not be chained or tethered, and will be provided with proper housing, a good quality diet, annual shots, and exercise.
 - a. The Buyer also agrees that this dog will not be used for any business and will sleep inside the Buyer's residence at night.
- 17. The Buyer agrees that if the Buyer is not able to care for the dog in any area of its life at any time, which includes proper housing, training, veterinary care, or the Buyer's lifestyle changes, and the dog no longer has a place in it, then the dog and registration certificates with appropriate signatures are to be returned to the Seller at the Buyer's expense for placement by the Seller.
 - a. No monetary compensation will be offered to the Buyer.
- 18. The Buyer agrees in naming this dog (AKC or UKC registered name), the Seller's kennel name must appear in the prefix of the registered name. If the dog has been previously registered, the Buyer agrees not to change the registered name.
- 19. The Buyer agrees to pay the seller all expenses, including court costs and attorney fees, in enforcing the terms and provisions of this contract.
- 20. Should the Buyer be unable or unwilling to fulfill any of the above provisions, the Buyer agrees to return the dog and registration certificates with appropriate signatures to the Seller at the Seller's request.
 - a. Should the Buyer refuses to return the dog, the Buyer authorizes the Seller to pick up and remove the dog from the Buyer's control.
- 21. The Seller neither makes or implies any warranties or guarantees, expressed or implied, other than those written in this contract, including, without limitation, the warranty of merchantability and fitness.
- 22. This contract shall be governed under the laws of the State of (State of Seller).

- a. Any conflict of issues, either in equity or law, shall be adjudicated in the (State of the Seller).

The co-owner must provide the Breeder with a photocopy of his/her (State) Driver License and Social Security Number. The street address of residence and place of employment must also be provided. This is a legal and binding contract and (the name of the Seller) is sworn by laws of the United States court system of misuse of personal identity. Personal information will not be used for illegal activity at all but is used for the location of people who attempt to change places of residence in to the contract.

I AGREE AND WILL ABIDE BY THE TERMS OF THIS AGREEMENT

Name and Signature of the Breeder or Seller: _____

Date Signed: _____

Name and Signature of the Buyer or Co-Owner: _____

Date Signed: _____

Please provide 2 contact persons. People who have known you for a long time, and who'd be able to tell me how to get in touch with you if you move or change your contact information.

References:

1. Name: _____

Contact Number: _____

2. Name: _____

Contact Number: _____