



Co-Ownership Contract

This document will serve as a legal and binding contract between Margaret/David Baumgarner of Victory Shilohs (hereinafter called the "Breeder") and the below defined Co-Owner. This contract will remain in effect until such time as it has been fulfilled or terminated by the agreement of both parties.

The below described individual shall hereafter be referred to as the "Co-Owner":

Name: _____
Address: _____
City: _____ **Prov/State:** _____ **Postal/Zip Code:** _____
Phone: _____ **Cell:** _____
Email: _____

The below described canine shall hereafter be referred to as the "Bitch":

Name/Identification: _____
Microchip #: _____ **ISSA #:** _____
Colour: _____ **Coat:** Plush Smooth
Sire: _____ **ISSA #:** _____
Dam: _____ **ISSA #:** _____
Date Whelped: _____

Bitch is: Being Sold Fostered
Bitch Status: Puppy Unproven Adult Bitch Proven Brood Bitch
Bitch Value: _____

The Co-Owner has agreed to pay \$ _____ for said Bitch, plus half of _____ litters of puppies with a minimum of _____ pups to Victory Shilohs. Total Cash paid is \$ _____.

The above described Shiloh Shepherd female has been transferred, and will reside with the new Co-Owner. The ISSA Registration and additional paperwork will carry the Breeders name until the Co-Ownership contract has been fulfilled.

Signature of the Breeder: _____ Date: _____

Signature of the Co-Owner: _____ Date: _____

1. Co-Owner Responsibilities

- a. The Co-Owner must take full responsibility for said 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).
- b. The Co-Owner must give the Bitch proper nutritional concern as per Breeder's recommendations.
- c. 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.
- d. The Co-Owner is responsible for registering the Bitch for both Puppy and Adult ISSA numbers in a timely manner.
- e. 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.
- f. The Bitch shall remain intact until fulfillment of this agreement takes place unless imminent health reasons supported by veterinary documentation as to the Bitch's condition which warrants the need for spaying is provided to the Breeder.
 - i. Prior to spaying, the Co-Owner must obtain written consent from the Breeder.
- g. The Co-Owner must ensure the Bitch is not bred (intentionally or unintentionally) without agreement from the Breeder until after this contract has been fulfilled.
- h. The Co-Owner must be aware of the physical and nutritional needs a breeding bitch **MUST HAVE** for healthy prenatal care and safe delivery of live puppies. If the Co-Owner is an inexperienced breeder it is required that she/he be in contact with more experienced breeders and have an ISSA Licensed Breeder for a mentor (for example Victory Shilohs).
- i. The Co-Owner agrees to give full details of the puppies to the Breeder, including weekly updates on weight, temperaments, photos, etc.

2. Breeder Responsibilities

- a. The Breeder will provide or cover the Stud Fee for the agreed upon (and Breed Warden Approved) Stud.
 - i. If the Co-Owner has a stud available for use, or wishes to cover the cost of the Stud Fee the "odd" puppy in the litter will be given to the Co-Owner. See the "Puppy Sales and Placement" section of this contract for more details.
- b. If the Co-Owner is not a Licensed Breeder with the ISSA, the Breeder will guarantee all of the Co-Owner's puppies under Victory Shiloh's Kennel Policies and Guarantees for 30% of the sale price.
 - i. If the Co-Owner is a Licensed Breeder with the ISSA, he/she may decide to cover their part of the litter under their own Kennel Policies and Guarantees.
- c. The Breeder will perform the LER for the contracted Litter and there will be no charge for the evaluation per puppy. It is up to the Co-Owner to transport the puppies to the Breeder for evaluation, or the Co-Owner must cover the travel expense for the Breeder to travel to the Co-Owner. Travel expenses will be limited to mileage and fuel, hotel costs, or airline travel expense. Breeder will provide written reports and will discuss the documentation with the Co-Owner in detail for each of the puppies and assist with appropriate puppy placement. The Breeder will also consult as requested with any puppy purchaser to discuss puppy temperament or conformation in detail.

3. Bitch Qualifications for Breeding:

- a. Bitch must have adult registration papers from the International Shiloh Shepherd Registry (ISSA) and must be 19 months of age prior to conception as per the SSDCA Rules and Regulations.
- b. Bitch must be certified clear of Canine Hip Dysplasia (CHD) by either OFA or PennHip radiographs or approved by the Breed Warden. A copy of the certification should be supplied to Victory Shilohs.
- c. Bitch must be certified clear of German Shepherd Dog Inherited Ventricular Arrhythmia (GSDIVA) through a 24 hour holter monitor worn between 6 and 10 months of age and interpreted by a cardiologist. A copy of the results should be supplied to Victory Shilohs.
- d. Bitch must have been upgraded to Breeding Status from the Breed Warden
- e. The Co-Owner must have proof of Breed Warden approval needed for breeding.
- f. The Co-Owner must certify with test results (conducted after last breeding) that said Bitch is free from canine brucellosis and is in good health prior to breeding.
- g. The Co-Owner certifies that said Bitch has not been exposed to any other stud dog from the start of her heat cycle.
- h. If after a second mating or insemination the Bitch fails to conceive or produce two live puppies who survive until 72 hours of age the Co-Owner must have the Bitch undergo a complete reproductive examination and have regular ovulation timing performed for the next breeding whether it is a natural or artificial breeding.

4. Natural Breeding – Co-Owner Responsibilities:

- a. The Co-Owner shall be responsible for transportation of the Bitch to and from Stud Owner's care.
- b. The Co-Owner must report all special dietary needs to the Stud Owner and is responsible for providing the requirements (such as supplements, special food, etc)
- c. The Co-Owner must have knowledge of Bitch's heat cycle and ovulation to ensure good breeding timing between Bitch and Stud.
- d. Breeding between Bitch and Stud should be between 5 to 7 days in length. After that period, the responsibility of said Bitch reverts back to Co-Owner unless previously agreed upon by all parties.
 - i. If Stud Owner cannot ship or transport said Bitch on previously agreed upon day, board fees incurred by Bitch will be the Stud Owner's responsibility.

5. Artificial Inseminations – Co-Owner Responsibilities:

- a. The Co-Owner must notify the Stud owner when said Bitch first begins her heat cycle so timely arrangements can be made.
- b. The Co-Owner must have ovulation timing test performed on the Bitch to determine peak time for conception.
- c. The Co-Owner must pay for the AI kits for the Stud Dog and shipping cost for the semen.
- d. The Co-Owner must have immediate, pre-arranged vet appointment for Transcervical Insemination (or Surgical Insemination) set upon the arrival of the semen shipment. The sooner the Bitch can be inseminated with the sperm, the better the chances for conception.

- e. If the Bitch does not conceive upon the first breeding, a second shipment will be sent during the Bitch's next breedable heat cycle. Division of costs incurred by both parties during this second procedure remain the same.

6. Puppy Sale and Placement

- a. The Co-Owner agrees to give the Breeder one-half of the puppies from the first litter (as per contract guidelines).
- b. The Co-Owner agrees to give the Breeder a minimum of three puppies from the aforementioned Bitch. In the event that there are less than 6 puppies in the first litter, the Co-Owner can choose to give additional pups to the Breeder, or have the Bitch re-bred and evenly split one-half of the second litter, thus fulfilling the contract.
- c. In the case of an odd number of puppies in the litter, the party who provided or covered the Stud Fee would keep the "odd" puppy. For example, if the Breeder provides the Stud, the Breeder receives the "odd" puppy.
- d. If the Co-Owner prefers, the Breeder can whelp the contracted litter for one extra puppy. The breeding expenses would still remain the responsibility of the Co-Owner, all whelping costs would be the Breeder's responsibility.
- e. If the Co-Owner is a Licensed Breeder with the ISSA, he/she can choose to sell their half of the puppies personally and cover the puppies with their own guarantee. The Co-Owner agrees that pups should be priced as per SSDCA guidelines. The Breeder agrees to direct prospective customers, when available, to the Co-Owner.
- f. If the Co-Owner is not a Licensed Breeder with the ISSA and chooses to have his/her half of the litter sold directly from the Breeder, the puppies would be taken on consignment for no more than ten weeks. During that time, the Co-Owner must refer all puppy inquiries to the Breeder. The Breeder will keep 40% of the selling price to cover the guarantee of all puppies plus all food and any vaccination and/or booster costs until the puppy has been placed, forwarding the balance of the sale to the Co-Owner. These puppies would then be considered Victory Shilohs progeny and would be the full responsibility of the Breeder.
- g. The puppies should be delivered to the Breeder in good health between seven and eight weeks of age for LER inspection. The Breeder has the right to refuse the puppies if they are not up to standard within 48 hours of delivery.
- h. Any puppies that show symptoms of any contagious disease or die within ten days of arrival will not be the responsibility of the Breeder.

7. Legalities:

- a. The Co-Owner agrees to abide by the rules of the ISSA. The Owner shall not breed the Bitch to a non-ISSA registered Stud, nor register her with any other organization/registry for any reason whatsoever. In the event that the Owner fails to uphold this agreement, the Co-Owner shall pay the sum of \$5,000.00 to Victory Shilohs for damages plus any and all legal fees incurred.
- b. In the event the Bitch is lost, killed or injured seriously so as to render her unable to be bred, in consequence of any Owner negligence or that of his/her agents or employees, the sum of \$1,000.00 is to be paid promptly to the Breeder as liquidated damages.
 - i. Further, the Breeder shall have the right to repossess said Bitch.
 - ii. If the Bitch was purchased as an adult, the Co-Owner would be responsible for the balance of the full value of the Bitch at the time of purchase

- c. 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 Victory Shilohs forthwith. Failure to return the Bitch under these circumstances the Co-Owner hereby gives the Breeder the following options:
 - i. The 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 ISSA paperwork completely to the Breeder making this contract null and void
 - ii. The Breeder can subject the Co-Owner to liquidated damages in the amount of \$5,000.00, all attorney’s fees and the legal cost of bringing this action to enforce the terms of the contract.

- d. Should the Bitch be spayed prior to the Co-Owner fulfilling this Co-Ownership Contract, the owner agrees to pay the sum of \$5,000.00 to Victory Shilohs and all legal fees incurred.

No other terms or conditions apply unless stated here as follows:

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.

Printed Name of Co-Owner: _____

Signature of the Co-Owner: _____ Date: _____

Printed Name of Breeder: Margaret/David Baumgarner, Victory Shilohs_____

Signature of the Breeder: _____ Date: _____