Co-Ownership Agreement

NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

KENNEL NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CITY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ STATE: \_\_\_\_\_\_\_\_\_\_\_\_\_ ZIP: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CONTACT #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ OTHER #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Hereinafter referred to as OWNER**

NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

KENNEL NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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CITY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ STATE: \_\_\_\_\_\_\_\_\_\_\_ ZIP: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CONTACT #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ OTHER #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Hereinafter referred to as CO-OWNER**

For the Co-Ownership of an American Bully Dog, Bitch or Puppy:

NAME: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(REGISTERED NAME)                                                          (CALL NAME)

DESCRIPTION: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DOB: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Male / Female Cropped / Natural

MICROCHIP: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ CHIP #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

REGISTRY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_       REGISTRATION #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

REGISTRY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_       REGISTRATION #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Buyout Price of DOG/BITCH: $\_\_\_\_\_\_\_\_\_\_\_\_ (2x this amount; see below)

**Hereinafter referred to as DOG**

**General Terms:**

\* The Dog is/will be registered with (circle one): UKC ABKC ADBA USKC USBR CKC BCA

\* The Dog will be registered with a name chosen by OWNER AND CO-OWNER. All 1st time registration fees will be paid by OWNER. OWNER reserves the right to include our kennel name on the registration paperwork, and CO-OWNER may choose any call name. CO-OWNER understands the Sole Possession of said Dog’s paperwork will be in the hand of the OWNER until all obligations outlined in this agreement are fulfilled, unless dog is a permanent co-own.

\* The Dog will reside with the CO-OWNER, this means not at your parents, a friend’s house, etc. The only time said Dog will be anywhere else for a period of time is at shows, to be bred, the vet’s office, or being kenneled while on vacation. She/he will be maintained in good health providing appropriate veterinary care, weight control, conditioning, training and grooming. **Routine care and costs such as, but not limited to, food, immunizations, grooming, training, etc. are the responsibility of the CO-OWNER.** **The CO-OWNER is also responsible for any/all vet expenses including, but not limited to: Shots, injuries, C-sections, AI’s, ear cropping, etc.**

\* OWNER warrants dog to be delivered in good health, current on all vaccinations, and free of worms, parasites, infection and/or diseases, as well as free from any genetic or life threatening defect to the best of Seller’s knowledge preventing the dog from living a FULL and QUALITY life.

\* ***If*** this dog is from health tested/certified parents (Sire and Dam), good health includes warranty from hip dysplasia and any other genetic problems **that the parents are tested against** for up to 4 years of age. *This warranty only includes GENETIC difficulty, not anything occurring in the life of the dog* (ex: strain of weight pulling, stress of jumping, etc.)

\* CO-OWNER agrees to provide a safe home for their new dog, and will not use the animal for any illegal activities. CO-OWNER will keep dog in a well-protected area with adequate food, water, shelter, and attention. Dog should continue to be socialized and given proper training. If at any time the CO-OWNER is found to be using the dog for illegal activity, abusing, neglecting or abandoning this animal, OWNER **reserves the right to regain possession of said dog through legal means.** We do not tolerate dog abuse, and WILL pursue legal action to regain rights to said animal WITHOUT compensation to CO-OWNER. CO-OWNER also agrees that OWNER can at any time available to CO-OWNER check up on/examine/visit dog’s quality of life.

\* If at any time in this animal’s life the CO-OWNER can no longer keep or care for the dog, the dog will be returned to us. We do not want to see any of our dogs end up in shelters. By signing this agreement, you understand that if *at any time* during this animal’s life you feel you cannot care for this animal, the DOG will be returned to OWNER forthwith.

\* CO-OWNER agrees to provide updates to OWNER on the health and well-being of this dog and any changes to contact information (i.e. phone number, email address, mailing address, etc.). CO-OWNER also agrees to contact OWNER with current information and pictures of said dog AT LEAST 2x a year.

**Co-Ownership of a Bitch (Female Dog) See attached page 4**

**Co-Ownership of a Stud (Male Dog) See attached page 5**

**By signing below, CO-OWNER declares that he/she has read all pages, understands, and agrees to abide to the above agreement. Any breach of this contract can/will be punishable in a court of law.**

OWNER’S SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

OWNER PRINT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CO-OWNER’S SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CO-OWNER PRINT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |
| --- |
| Before me on this day personally appeared: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.Given under my hand and seal of office this \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_. |
|  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  Notary Public's Signature |

**Co-Ownership Terms of a Bitch (Female Dog):**

1. The Bitch will ONLY be bred to a Stud APPROVED by OWNER. The OWNER or CO-OWNER may choose to use a Stud owned by them, and in such a case the litter will be split.
2. Bitch must have been reasonably shown in minimum 3 sanctioned shows and champed or pointed before breeding.
3. The OWNER has the right to 2 picks back of litter; this is USUALLY 1st and 3rd pick puppies.

***Picks:***

* Owner gets pick pups BEFORE any other person with interest to breeding of this bitch. Pup back deals with outside studs are sole responsibility of the CO-OWNER.

*\*\*\*NONE OF OWNER’S PICKS WILL BE CONSIDERED WAIVED OR CHANGED UNLESS IN WRITING AND ATTACHED TO THIS AGREEMENT. \*\*\**

1. All costs of breeding services will be the SOLE responsibility of the Co-Owner. This includes progesterone testing, shipping of semen, AI/inseminations, C-sections, health testing, etc.
2. If a female is bred BEFORE her planned breeding by OWNER (unless mutually in agreement), or an accidental breeding with a NON-APPROVED stud occurs, OWNER has the right to take possession of female and **all** offspring without compensation to CO-OWNER, **or** CO-OWNER will pay a breach of contract settlement of NO LESS than 2x Purchase price of female, and all registration will be given to CO-OWNER.
3. Litter registration will be filled out and sent in by CO-OWNER by 2 weeks of age to ensure survival of pups and to allow for return on paperwork from the registry(ies).
4. Once the picks listed above have been chosen by OWNER and at the time the puppies are able to leave the DAM and picked up by OWNER, full registration and ownership of the DOG will be given to the CO-OWNER.

**I have READ an AGREE to the above terms of Co-Ownership**

**Owner Initials: \_\_\_\_\_\_\_\_\_\_ Co-Owner Initials: \_\_\_\_\_\_\_\_\_\_\_\_**

**Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Co-Ownership Terms of Stud (Male Dog):**

1. The Stud will ONLY be bred to a Bitch APPROVED by OWNER. The OWNER or CO-OWNER may choose to use a Bitch owned by them, and in such a case the litter will be split.
2. Stud must have been reasonably shown in minimum 3 sanctioned shows and champed or pointed before breeding.
3. Any stud fees collected from this male will be split 50/50 between OWNER and CO-OWNER. If a deal is agreed between Owner/Co-Owner and a 3rd party, it will be as follows:
	1. Pup back deal - Pup is sold and money is split OR pup is kept by either Owner/Co-Owner and the other party will be bought out with an agreed upon price and/or trade.
	2. Cash & Pup back deal – Money is split evenly, pup is sold and money split OR Owner/Co-Owner keeps money and pup goes to other party.
	3. Cash Fee deal – Money is split evenly.
4. All costs of breeding services will be the SOLE responsibility of the person doing the breeding. I.E- Owner, Co-Owner or 3rd party. This includes collection, shipping of semen, semen analysis, AI, health testing, etc.
5. The Co-Owner will make stud available for use for the Owner’s bitches as needed. Owner will not be charged a fee for this service.
6. Co-Owner can use this Stud for any of their personal bitches without paying a fee or giving a pup. NOTE- THIS DOES NOT INCLUDE OTHER COOWNED BITCHES UNLESS CO-OWNER’S NAME IS ON PAPERS!
7. If a stud is bred BEFORE terms above are met or an accidental breeding with a NON-APPROVED bitch occurs, OWNER has the right to take possession of Stud and **all** offspring without compensation to CO-OWNER, **or** CO-OWNER will pay a breach of contract settlement of NO LESS than 2x Purchase price of Stud, and all registration will be given to CO-OWNER.
8. Once the terms have been fulfilled the full registration of Stud will be signed over to Co-Owner.

**I have READ an AGREE to the above terms of Co-Ownership**

**Owner Initials: \_\_\_\_\_\_\_\_\_\_ Co-Owner Initials: \_\_\_\_\_\_\_\_\_\_\_\_**

**Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**