



Co-Ownership Puppy Purchase Contract

This document will serve as a legal and binding contract between Old Red English Bulldogs Kennel, Inc. hereinafter called the "Owner/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.

The registration papers will list the breeder (owner) as owner the purchaser as co-owner until the contract is fulfilled.

a). If this pup fails to pass the breeding requirements necessary as per OREBA, AKC, FCI, he/she can be spayed/neutered and Black/White papers will be issued. At that point a partial replacement can be provided as per the Old Red English Bulldogs Kennel, Inc breeding quality guarantee.

b). or the said puppy can be returned to the owner and full value replacement made, as agreed upon by both parties.

Puppy Name: _____ **D.O.B.** _____

Coat: _____

OREBA, AKC, FCI#: _____ **Color:** _____

Temperament: _____

Puppy was Sold/Fostered as a:

Puppy

Unproven Adult Puppy

Proven Brood Puppy

Full Value of Puppy is agreed as: \$ _____

The Co-owner has agreed to pay \$ _____ for said Puppy, plus 1/2 of _____ litter(s) of pups.

Total cash paid is: \$ _____, plus minimum of _____ pups to Old Red English Bulldogs Kennel, Inc.

Puppy's Sire: _____

OREBA, AKC, FCI#: _____

Puppy's Dam: _____

OREBA, AKC, FCI#: _____

Puppy Co-owner(s):

Address:

Home Phone: _____

Cell: _____

Email: _____

The above described puppy has been transferred, and will reside with the Co-owner. The OREBA, AKC, FCI registration and additional paperwork will carry the Owner/Breeder's name until the co-ownership contract has been fulfilled.

Breeder: _____

Witness: _____

Co-owner: _____

Witness: _____

Co-owner Responsibilities

The Co-owner must take full responsibility for said Puppy's care. All vaccination records must be available for Breeder's inspection. The Puppy must also have all regular boosters and immunizations (appropriate to your lifestyle and regional area).

The Co-owner must give the Puppy proper nutritional concern, referring to Old Red English Bulldogs Kennel, Inc Nutritional Agreement. If Co-owner has any questions regarding feedings or nutrients, please contact us.

In the event of accident or injury, the Co-owner must immediately inform the Breeder of Puppy's condition. Any necessary veterinary or hospital charges are the responsibility of the Co-owner.

The Co-owner is responsible for registering the Puppy for both Puppy and Adult OREBA, AKC, FCI numbers in a timely manner. Please refer to the Puppy Registration Letter for additional information.

The Co-owner must agree to give the Puppy proper socialization for mental health and stability. Please refer to Old Red English Bulldogs Kennel, Inc Socialization Agreement. Failure to adhere to this responsibility could jeopardize the Puppy's breeding status.

In the event the co-owner fails to perform agreed upon requirements prior to the said puppy reaching 36 months of age, the balance of her value will be paid in full upon request.

Bitch Qualifications for Breeding

Bitch must have adult registration papers from the OREBA Registry, and must be over 19 months of age (prior to conception).

Bitch must be certified clear of Canine Hip Dysplasia by either OFA or Penn Hip radiographs or approved by the Breed Warden. Results should be shared with Stud owner.

Bitch Co-owner must have proof of Breed Warden approval needed for breeding.

Bitch should have no disqualifying faults as per breed standard and must have breeding status from the Breed Warden.

Bitch Co-owner must provide brucellosis test results performed within 14 days of the expected breeding.

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.

Failure to comply with the above agreements will void this contract and full balance must be paid immediately, upon request.

Natural Breedings

Bitch Co-Owner Responsibilities

Bitch co-owner is responsible for transportation of Bitch to and from Stud Dog at co-owner's expense/pay for semen to be collected and shipped, as per arrangements agreed upon by both parties.

Special dietary needs must be reported to Stud owner and are the responsibility of Bitch co-owner (eg. supplements, food allergies, etc.)

Bitch co-owner must have knowledge of Bitch's heat cycle and ovulation for good timing between Bitch and Stud. In the event that specific smears need to be taken the expenses will be the responsibility of the bitch co-owner. In the event that a natural breeding cannot be consummated the stud owner will be responsible for AI fees.

Breeding between Bitch and Stud should be between five to seven days in length. After that period, responsibility of said Bitch reverts back to Bitch co-owner, unless previously agreed upon by breeders. If Stud owner cannot ship or transport said Bitch on previously agreed upon day, board fees incurred by Bitch will be Stud owner's responsibility. Failure of any co-owner to pick up said bitch in a timely manner will be responsible for agreed upon boarding fees.

Bitch 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 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.

Artificial Inseminations Bitch Co-Owner Responsibilities

Bitch co-owner must have ovulation timing tests performed on the Bitch to determine peak time for conception.

Bitch co-owner must pay for AI kits for Stud Dog, which is usually two kits per breeding.

Bitch co-owner must notify the Stud owner when said Bitch begins her heat cycle, so a timely semen delivery and other arrangements can be made note that 48 hours after the initial collection, 50% of the sperm within the semen sample will be dead. Live sperm is no longer viable after 72 hours. Frozen sperm is not recommended as, at this time, it is not very reliable for actual conception.

Bitch co-owner must have immediate, pre-arranged vet appointment set upon arrival of the semen shipment. The sooner a Bitch can be inseminated with the live sperm, the better the chances for a conception, and a healthy, live litter. Bitch should be inseminated twice within a 48-hour period

If the Bitch does not conceive upon the first insemination breeding, a second shipment will be sent. Costs incurred by both parties during this second procedure remain the same.

If Bitch does not conceive with the second AI, a full reproductive exam must be conducted before additional semen will be shipped.

Bitch co-owner may also choose to have a direct in vitro (surgical sperm implantation) done at his/her expense, but keep an additional puppy to help defray the costs.

Stud Qualifications for Breeding

Stud must have adult registration papers from the OREBA Registry, and must be over 19 months of age (prior to conception).

Stud must be certified clear of Canine Hip Dysplasia by either OFA or Penn Hip radiographs or approved by the Breed Warden. Results should be shared with Stud owner.

Stud Co-owner must have proof of Breed Warden approval needed for breeding.

Stud should have no disqualifying faults as per breed standard and must have breeding status from the Breed Warden.

Stud Co-owner must provide brucellosis test results performed within 14 days of the expected breeding.

Failure to comply with the above agreements will void this contract and full balance must be paid immediately, upon request.

Puppy Sale and Placement

The Co-owner agrees to give the Owner/Breeder one-half of the puppies from the first litter (as per contract guidelines). The party whelping the litter would keep the "odd" puppy (eq. Bitch produces seven pups: Breeder keeps three; Co-owner keeps four). If the Co-owner prefers, Old Red English Bulldogs Kennel, Inc can whelp the contracted litter for one extra puppy (plus the "odd" pup, if one occurs).

The Co-owner agrees to give Old Red English Bulldogs Kennel, Inc a minimum of three pups from the afore mentioned Bitch unless an in vitro breeding was done (as per #7 above). In the event that there are less than six pups in the first litter, the Co-owner can choose to pay additional pups to Old Red English Bulldogs Kennel, Inc, or have the Bitch re-bred and evenly split one-half of the second litter, thus fulfilling the contract.

The puppies should be delivered to the Breeder in good health at seven or eight weeks of age for LER inspection. All shipping or delivery cost, in the event Old Red English Bulldogs Kennel, Inc cannot personally handle the pups, 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 responsibility of Old Red English Bulldogs Kennel, Inc and will not qualify as fulfillment of this contract.

In the event that the Co-owner is a licensed breeder (not LBIT), with the OREBA, AKC, FCI, the Co-owner can choose to sell the puppies personally, and the Breeder agrees to send any prospective customers when available. Old Red English Bulldogs Kennel, Inc. will only charge 20% for any sales generated by their kennel. The Co-owner agree to give full details to Breeder as to weight, temperament, etc., and agrees that pups must be priced as per OREBA, AKC, FCI guidelines.

If the Co-owner is a LBIT but chooses to have his/her pup(s) sold directly from Old Red English Bulldogs Kennel, Inc , the pups would be taken on consignment for no more than seven weeks. During that time, the Co-owner must advertise said pups, at his/her expense, and refer all puppy inquiries to Old Red English Bulldogs Kennel, Inc. Old Red English Bulldogs Kennel, Inc will cover all food and vaccination/booster costs. Furthermore, Old Red English Bulldogs Kennel, Inc will provide each pup with our FULL guarantees (and other fringe benefits). These pups would then be considered Old Red English Bulldogs Kennel, Inc. and would be the responsibility of Old Red English Bulldogs Kennel, Inc. The Co-owner would then receive 50% of the actual sale price of the pup(s), within ten days of sale/delivery of pup.

If the co-owner is NOT a licensed breeder/in training then all puppy sales must be handled by Old Red English Bulldogs Kennel, Inc as per the OREBA, AKC, FCI rules! Each puppy will be sold and guaranteed by breeder but 50% 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.

Legalities

In the event the Puppy 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. Further, the Owner/Breeder shall have the right to repossess said Puppy. If the Puppy was purchased as an adult,

the Co-owner would be responsible for the balance of the full value of the puppy at the time of purchase.

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 Puppy must be returned to Old Red English Bulldogs Kennel, Inc forthwith. Failure to return the Puppy under these circumstances, the Co-owner hereby gives the Breeder the following options:

A. The Owner/Breeder's agent may take possession of the Puppy from the Co-owner's property, providing the Puppy is in good health; and the Co-owner signs the OREBA, AKC, FCI 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 \$500.00, and the legal cost of bringing this action to enforce the terms of the contract.

C. In the event that said Puppy is used for any type of breeding outside of the OREBA, AKC, FCI (with puppies receiving fraudulent papers), the Co-owner hereby agrees to pay the Owner/Breeder an agreed upon liquidation amount of \$80,000 to represent the potential progeny value that was lost from the OREBA, AKC, FCI 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:

Witness:

Notary:
