

Solace Shilohs — Breeding Bitch Co-Ownership Contract

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This document will serve as a legal and binding contract between Laura Kathryn, owner of Solace Shilohs, 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.

Bitch Name: _____ D.O.B. _____ ISSR#: _____

Coat: _____ Color: _____ Temperament: _____

Microchip number: _____

Bitch was Sold/Fostered as a: ___Puppy ___Unproven Adult Bitch ___Proven Brood Bitch

Full Value of Bitch is agreed as: \$ _____ (if purchased outright).

The Co-Owner has agreed to pay \$ _____ for said Bitch, plus 1/2 of one litter(s) of pups, with a minimum of 4 pups (plus one additional pup for non-licensed breeders for guarantee) to *Solace Shilohs*.

The Co-Owner has agreed to pay shipping costs for said Bitch.

Total cash paid is: \$ _____.

Bitch's Sire: _____ ISSR#: _____

Bitch's Dam: _____ ISSR#: _____

Bitch Co-Owner(s): _____

Address: _____

Home Phone: _____ Cell: _____

Email: _____

The above described Shiloh Shepherd female has been transferred, and will reside with the Co-Owner. The ISSR registration and additional paperwork will carry the Breeder's name until the Co-Ownership contract has been fulfilled.

Breeder: _____

Co-Owner: _____

Co-Owner Responsibilities

1. 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).
2. The Co-Owner must give the Bitch proper nutritional concern, referring to *Solace Shilohs - Nutrition and Socialization Guidelines and Agreement* for nutritional specifics. Further, contact your Veterinarian and Breeder for proper feeding and supplementation for your pregnant Bitch.
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.

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4. The Co-Owner is responsible for registering the Bitch for both Puppy and Adult ISSR numbers in a timely manner.
5. The Co-Owner must agree to give the Bitch proper socialization for mental health and stability. Please refer to *Solace Shilohs - Nutrition and Socialization Guidelines and Agreement*. Failure to adhere to this responsibility could jeopardize the Bitch's breeding status.

Bitch Owner Responsibilities with regards to Bitch Qualifications for Breeding

1. Bitch must have adult registration papers from the International Shiloh Shepherd™ Registry, and must be over 21 months of age at whelping.
2. Bitch must be certified clear of Canine Hip Dysplasia by Penn Hip radiographs or approved by the Breed Warden. Results should be shared with Stud owner.
3. Bitch Co-Owner must have proof of Breed Warden approval needed for breeding and will pay costs to run RC or IC reports (\$25 to \$45) as necessary for breeding.
4. Bitch should have no disqualifying faults as per breed standard and must have breeding status from the Breed Warden.
5. Bitch Co-Owner must provide brucellosis test results performed within 14 days of the expected breeding.
6. 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.
7. All associated stud fees (stud service, insemination kits, shipping, etc.) are split between Co-Owner and Breeder.

Natural Breedings

Bitch Co-Owner Responsibilities

1. It is recommended for Bitch Co-Owner to have ovulation timing tests performed on the bitch to determine peak time for conception (cytology slides and progesterone tests).
2. Bitch Co-Owner is responsible for transportation of Bitch to and from Stud Dog owner's care.
3. Special dietary needs must be reported to Stud owner and are the responsibility of Bitch Co-Owner (e.g. supplements, food allergies, etc.)
4. Bitch Co-Owner must have knowledge of Bitch's heat cycle and ovulation for good timing between Bitch and Stud.
5. 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 owner, unless previously agreed upon by breeder. 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.
6. Alternate arrangements can be made to bring Stud Dog to Breeding Bitch as well.
7. Bitch Co-Owner must be aware of the physical and nutritional needs. A breeding Bitch MUST HAVE this for healthy prenatal care and safe delivery of live puppies. If the Bitch Co-Owner is an inexperienced breeder, it is recommended that that she/he is in contact with Solace Shilohs, or experienced breeders, or has a breeding mentor. Solace Shilohs is available for mentoring.

Artificial Inseminations

Bitch Co-Owner Responsibilities

1. Bitch Co-Owner must locate a Veterinarian who is experienced in conducting Artificial Insemination (AI). It is a good idea to take your bitch to the Vet, prior to her heat cycle, so that he can conduct a reproductive exam or physical on her and get to know you

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- both. If you want to have surgical insemination conducted, make sure he is capable of doing so.
2. Bitch Co-Owner must have ovulation timing tests performed on the Bitch to determine peak time for conception (cytology slides and progesterone tests).
 3. Surgical insemination is very successful in getting bitches pregnant and it only requires one insemination. Solace Shilohs has frozen semen available for this type of insemination, should the genetics match up.
 4. TCI (Trans-cervical insemination through an endoscopic) is also a good route for getting bitches to take, but not many vets have the equipment or are trained to perform it.
 5. Cervical insemination is non-invasive, but not as successful as surgical or TCI.
 6. Bitch Co-Owner must notify the Stud owner (and Breeder) when said Bitch begins her heat cycle, so a timely semen delivery and other arrangements can be made. *Please note that time is of the essence when shipping fresh, chilled semen.* 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 on two occasions, within a 48-hour period.
 7. If the Bitch does not conceive upon the first insemination breeding, a second shipment will be sent during her next heat cycle. Costs incurred by both parties during this second procedure remain the same.
 8. If Bitch does not conceive with the second AI, a full reproductive exam must be conducted before additional semen will be shipped.

Stud Selection/Puppy Sale and Placement

1. Breeder retains the right to select compatible stud for bitch, with input from Co-Owner. If Breeder does not own or have co-ownership of stud dog, then stud fee will be evenly split between Breeder and Co-Owner. No extra pup will be given for providing stud service.
2. The Co-Owner agrees to give Breeder at least one-half of the puppies from the litter, with a minimum of 4 pups from the aforementioned Bitch. If the Co-Owner is not a Licensed Breeder or a Licensed Breeder in Training and because of such, cannot guarantee the litter themselves, then an additional pup will be given to Breeder to cover the guarantees. In the event that there are fewer pups available to fulfill the contract in the first litter, the Co-Owner can choose to pay additional pups to *Solace Shilohs*, or have the Bitch re-bred and deliver the pups to Solace from the second litter, thus fulfilling the contract.
3. If the Co-Owner guarantees the litter, but cannot fulfill the guarantees with pups from their own litters, then Co-Owner agrees to purchase pups for replacement from Solace Shilohs.
4. If Co-Owner is not a Licensed Breeder, or a Licensed Breeder in Training, the Co-Owner must have all contracts from the pups they sell, be Solace Shilohs contracts. No breed/show quality pups can be sold by Co-Owner as they are not a Licensed Breeder or Licensed Breeder in Training.
5. If the Co-Owner desires to have Breeder sell Co-Owner's pups, Solace will retain a 50% fee of puppies' sales price. Solace will send Co-Owner 50% of monies generated by sales price within 10 days of sale/delivery of puppy(s).
6. If the Co-Owner chooses to have Breeder whelp the litter, then the Co-Owner will receive pick pup from the litter and the Breeder retains the remainder of the pups. It is the responsibility of the Co-Owner to deliver and pick up the bitch to and from the Breeder.
7. Litter evaluation costs, if any, will be evenly split between both Co-Owner and Breeder; costs could include Evaluator airfare, lodging, meals and no more than \$100 per puppy paid to the Evaluator (Co-Owner takes 5 puppies, pays \$500, Breeder takes 4 puppies,

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- pays \$400). If the Evaluator is the Breeder, then Co-Owner agrees to pay half of all travel costs to Breeder and evaluation cost per puppy is not charged to Co-Owner.
8. All puppies sold by Co-Owner must follow ISSR pricing guidelines.

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 is to be paid promptly to the Breeder as liquidated damages. Further, the Breeder shall have the right to repossess said Bitch. 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.
2. The Owner shall not breed the above referenced dog, nor register him/her with any other organization/registry for any reason whatsoever, nor shall the Co-Owner spay the bitch, without consent of the Breeder. In the event that the Owner fails to uphold this agreement, the Owner shall pay the sum of any future or potential income lost (minimum \$20,000) to *Solace Shilohs* for damages plus any and all legal fees incurred.
3. Should the Co-Owner find him/her 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 *Solace Shilohs* forthwith. Failure to return the Bitch under these circumstances, the Co-Owner hereby gives the Breeder the following options: 1. 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 ISSR paperwork completely to the Breeder, making this contract null and void; or 2. The Breeder can subject the Co-Owner to liquidated damages in the amount of \$15,000.00, attorney's fees in the amount of \$2,500.00, and the legal cost of bringing this action to enforce the terms of the contract. Should the Bitch be spayed prior to Owner fulfilling this Bitch Co-Ownership Contract, the Owner agrees to pay the sum of \$10,000 to *Solace Shilohs* and all legal fees incurred. Unless imminent health reasons, veterinary documentation as to the Bitch's condition which warrants the need for spaying being provided to Breeder, and Breeder providing written consent to spaying of Bitch, the Bitch shall remain intact until fulfillment of this Breeding Bitch Co-Ownership Contract. Any litigation shall be executed in the State of Washington, Snohomish County, it being the place of origin of this transaction.
4. If any piece of this contract is invalid, the rest of the contract remains valid.

I have read, understood, and agree to the terms and conditions for this contract and agree to abide by them until such time as the contract is fulfilled. (Note: print name, date, and sign below and initial and date each page of this contract indicating that you have read, understood, and agree to it.)

Bitch Co-Owner's Name: _____ **Date:** _____

Bitch Co-Owner's Signature: _____