

**MONUMENTAL MASTIFFS**

**Co-Ownership Agreement**

This agreement (“**Agreement**”), dated as of \_\_\_\_\_, 20\_\_ (the “**Effective Date**”), is between \_\_\_\_\_ (“**Co-Owner 1**”), and \_\_\_\_\_ (“**Co-Owner 2**”). The purpose of this Agreement is to set forth the terms and conditions of purchase by Co-Owner 2 of a [fifty-percent (50%)] co-ownership in the below-described dog (“**Dog**”).

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

**SEX:** \_\_\_\_\_

**DATE OF BIRTH:** \_\_\_\_\_

**MICROCHIP #:** \_\_\_\_\_

**SIRE:** \_\_\_\_\_

**DAM:** \_\_\_\_\_

Co-Owner 1 and Co-Owner 2 agree as follows:

1. **Purchase Price.** The purchase price for [fifty-percent (50%)] co-ownership of Dog is \$ \_\_\_\_\_ (“**Purchase Price**”). Co-Owner 2 agrees to pay the Purchase Price (a) upon termination of this agreement or (b) upon Co-Owner 2’s pickup of Dog. Any shipping and handling expenses are the responsibility of and shall be paid by Co-Owner 2. All payments due under this Agreement shall be made in US Dollars and paid to Co-Owner 1 via cash, money order, personal check, CashApp, or Venmo (as agreed upon).
2. **Purpose of Dog.** The Dog is being transferred to Co-Owner 2 as a breeding prospect.
3. **Residence of Dog.** The Dog will reside with Co-Owner 2 during the Term of this Agreement and upon execution of this Agreement, Co-Owner 1 shall transfer possession of Dog to Co-Owner 2. Co-Owner 1 shall be permitted temporary possession of Dog at Co-Owner 1’s request for the purpose of training, showing, breeding or other purposes deemed reasonably necessary by Co-Owner 1.
4. **Registration of Dog.** The registration and any additional paperwork will reflect the ownership interests of both parties. Once all terms of the Agreement are met, Co-Owner 1 will transfer all rights to Co-Owner 2. Co-Owner 2 shall not register Dog with any other registries without the express written consent of Co-Owner 1.
5. **Interest in the Dog.** For the avoidance of doubt, neither party is permitted to sell their interest in Dog without the other party’s prior written consent. Each party of this Agreement will have the right of first refusal in any change of ownership throughout the life of Dog or until the termination of this Agreement.

## 6. Co-Owner 2's Responsibilities.

- a. Vaccinations and Veterinary Care.
  - i. Co-Owner 2 is responsible for all vaccinations and medical care expenses. Co-Owner 2 will provide proper veterinary care throughout the Dog's lifetime, including but not limited to, routine vaccinations and/or titers to maintain the Dog's immunity to common canine diseases. A vaccination protocol shall be determined between Co-Owner 1 and Co-Owner 2 and mutual agreement on such protocol is required. Vaccination and veterinary records shall be made available for Co-Owner 1's review upon Co-Owner 1's request.
  - ii. Co-Owner 2 will also provide the following veterinary care and will pay for all such related expenses: (i) routine treatment for internal and external parasites; and (ii) annual examination by a licensed veterinarian.
  - iii. In the event of an accident, injury or illness (acute or chronic), Co-Owner 2 shall immediately inform Co-Owner 1 of Dog's condition. Any necessary veterinary or care charges are the responsibility of Co-Owner 2, but a care plan shall be shared with Co-Owner 1. In the event the accident / illness / injury treatment is too costly for Co-Owner 2, Co-Owner 1 retains the right to fund veterinary care and Co-Owner 2 agrees to surrender all rights to Dog to Co-Owner 1.
- b. Proper Care. Co-Owner 2 will provide good and proper care of the Dog. Such care includes providing adequate housing and protection from the elements, a safe (preferably fenced) exercise area, and proper and sufficient nutrition for the age, reproductive status, and activity level of Dog.
- c. Care to Prevent Orthopedic Conditions. Co-Owner 2 will also provide the following care:
  - i. Proper nutrition as is determined by [Co-Owner 1] to support ideal growth and maintain optimum body condition. Co-Owner 2 will not overfeed the Dog nor allow it to become overweight;
  - ii. Proper daily exercise to maintain the Dog in good condition, but no forced exercise (such as jogging) until the Dog is full grown or the activity is approved by a licensed veterinarian; and
  - iii. Avoidance of stress injuries, such as not allowing the Dog to jump from or over heights taller than itself at the shoulder until the Dog is full grown or the activity is approved by a licensed veterinarian.
- d. Socialization. Co-Owner 2 will give the Dog proper socialization and training.

- e. Sale Prohibition. Co-Owner 2 is not acting as an agent in the purchase of Dog. Co-Owner 2 agrees neither Dog, nor any offspring of Dog, shall be used for purposes of vivisection or research. Co-Owner 2 also agrees neither Dog, nor any progeny of Dog, shall be sold by or through any commercial broker or wholesale establishment, any chain store, catalog sales house or pet store.
  
- f. Restrictions on Transfer. If, at any time, Co-Owner 2 is unable to keep or care for Dog (including upon Co-Owner 2's death or incapacity), at Co-Owner 1's sole election, Dog shall be (a) returned to Co-Owner 1 together with duly executed documentation transferring Co-Owner 2's entire ownership or registration interest, if any, in Dog to Co-Owner 1 or (b) rehomed by Co-Owner 2 with Co-Owner 1's prior written approval, in each case without any refunds or payments due to Co-Owner 2. If, following receipt, Co-Owner 1 decides to rehome Dog, Co-Owner 1 may, at Co-Owner 1's sole discretion, elect to refund Co-Owner 2 a portion of the Purchase Price after deducting applicable maintenance, training, veterinary and other costs. Such refund amount shall be determined by Co-Owner 1 in its sole discretion. Co-Owner 2 acknowledges that the refund amount may be significantly less than Dog's Purchase Price depending upon the age, training, and condition of Dog.
  
- g. Breeding.
  - i. Dog is being transferred as a breeding prospect and Co-Owner 1 makes no guarantees regarding Dog's breeding prospects. There will be no refunds and/or exchanges if Dog is determined by Co-Owner 1 to not be of breeding quality.
  
  - ii. Dog will not be bred until after the age of 1.5 year(s) old.
  
  - iii. Co-Owner 1's written approval is required prior to any breeding of Dog. If Co-Owner 2 allows Dog to breed or to be bred during the term of this Agreement without Co-Owner 1's express written consent, (x) Dog shall be returned to Co-Owner 1 together with duly executed documentation transferring Co-Owner 2's entire ownership or registration interest, if any, in Dog to Co-Owner 1 and (y) Co-Owner 2 shall pay an additional fee (such fee amount shall be no greater than the amount of the Purchase Price) to Co-Owner 1, without any refunds or payments due to Co-Owner 2.
  
  - iv. Dog must be certified clear of DNA health conditions and such results must be shared with Co-Owner 1 prior to any requests to breed Dog.
  
  - v. Co-Owner 2 will take Dog to a licensed veterinarian at the first sign of proestrus for a Brucellosis (blood) test each time the dog comes into heat, and will be responsible for all related expenses.
  
  - vi. If Dog is a female, Co-Owner 2 must have knowledge of Dog's heat cycle and ovulation for purposes of timing as related to breeding.

- vii. If Dog is a female, Co-Owner 1 retains the right to select a compatible stud for Dog.
- viii. If Dog is a female, any potential stud must provide brucellosis test results performed within 14 days of any expected breeding, such results must be shared with Co-Owner 1 prior to breeding of Dog, and such potential stud must not be bred to another dog during such 14 day period.
- ix. Any stud fees, including, but not limited to, the shipping of semen and stud services, shall be split between Co-Owner 2 and Co-Owner 1.
- x. Co-Owner 2 agrees to ensure Dog is available for breeding at Co-Owner 2's own expense. In the event Co-Owner 2 or their agent is unavailable, Co-Owner 2 will work with Co-Owner 1 to ensure Dog is available for breeding.
- xi. If applicable, proof of inability to be bred must be provided in writing by a licensed veterinarian and provided from Co-Owner 2 to Co-Owner 1. Co-Owner 1 reserves the right to obtain a second opinion.
- xii. Co-Owner 1 shall have first choice of puppies from Dog's first litter. Co-Owner 2 agrees to give Co-Owner 1 a minimum of ½ of the puppies produced from the each litter. When the dog is to be bred is at such election to be decided at Co-Owner 1's sole discretion. Puppies shall be delivered to Co-Owner 1 at 8 weeks of age.
- xiii. All puppies sold by Co-Owner 2 must be sold on contracts, which state that a puppy must never be rehomed without the prior written consent of both Co-Owner 1 and Co-Owner 2, and all such contracts must be approved in advance by Co-Owner 1. Contract shall also require that if a puppy dies within two years, a signed statement from a licensed veterinarian confirming such death and a necropsy must be performed by a licensed veterinarian and provided to Co-Owner 1.
- xiv. It is Co-Owner 2's responsibility that all puppies in Dog's litter shall receive all required vaccinations and preventative care by a licensed veterinarian and an exam and/or health certificate before they are placed in any homes. If vaccines are self-administered, Co-Owner 2 must document evidence of such and share such evidence with Co-Owner 1 at Co-Owner 1's request.
- h. Insurance. Co-Owner 2 will maintain accident/illness insurance coverage for Dog while in Co-Owner 2's care, with both Co-Owner 1 and Co-Owner 2 listed on such policy unless waived by Co-Owner 1 in writing. Co-Owner 2 will provide a certificate of insurance or proof of insurance along with a copy of the policy to Co-Owner 1 upon binding coverage.

- i. Visitation Rights. Co-Owner 2 agrees that Co-Owner 1 shall have the right to (i) visit Co-Owner 2's residence at least two times in each calendar year (at times that are mutually agreed upon by Co-Owner 1 and Co-Owner 2), (ii) request additional visiting times, which Co-Owner 2 will agree to so long as Co-Owner 1 provides advance notice and has a reasonable basis for requesting such additional visits.

**7. Co-Owner 1's Responsibilities.**

- a. Registration and Ownership. Co-Owner 1 is the lawful owner of Dog and has the right to transfer ownership of Dog to Co-Owner 2. Co-Owner 1 remains listed as an owner on microchip.
- b. State of Health; Short-Term Health Warranty. The Dog (i) was previously examined by a licensed veterinarian and was found to be in good health at that time and (ii) has had the immunizations enumerated in the health records provided to Co-Owner 2. Co-Owner 2, at its own expense, must have the Dog examined by a licensed veterinarian within 72 hours of receiving the Dog (the "**Examination Period**") for the guarantee in this section to be valid. If, within the Examination Period, a licensed veterinarian finds the Dog to be unhealthy, the Dog may be returned to Co-Owner 1 for a full refund of the Purchase Price. The veterinarian must provide a written statement of health including all diagnostic reports and records, which must be sent to Co-Owner 1 within 48 hours of the veterinary examination. The foregoing guarantee expressly excludes (x) any health issues caused by Co-Owner 2's ill-treatment, abuse or neglect, (y) any health issues that result from the Dog's transportation from Co-Owner 1 to Co-Owner 2 and (z) all minor illnesses and health issues, including, but not limited to, upper respiratory infections, allergic reactions, stress colitis/diarrhea, internal or external parasites or contagious viruses (including canine parvovirus), UTIs, vaginitis or umbilical hernias.
- c. Long-Term Health Warranty. Co-Owner 1 provides a 2-year warranty from the Dog's date of birth against any debilitating congenital conditions. For purposes of this section, "debilitating congenital conditions" (i) include life threatening congenital defects of the kidneys, heart, pancreas, spine, and liver and (ii) expressly do not include skin allergies, undescended testicles, cherry eye/entropion (breed related disposition), demodex, mange, fleas, ticks, coccidiosis, kennel cough, and giardia.
- d. In the event the Dog exhibits symptoms of a suspected debilitating congenital condition, Co-Owner 2 must immediately inform Co-Owner 1 and supply any requested veterinary records to Co-Owner 1. Co-Owner 1 will be given the opportunity to take the Dog to a licensed veterinarian of Co-Owner 1's choice for examination.
- e. No Other Warranties. No other warranties or guarantees, expressed or implied, are made by Co-Owner 1, and the Dog is sold and delivered in an "as is" condition, except as expressly and specifically set forth herein.

**8. Additional Violations.** In addition to any other remedies that may be available to Co-Owner 1 in an action in equity and/or at law, Co-Owner 2 will be subject to, and hereby agrees to pay, an additional fee of \$5,000.00; for any of the following enumerated violations of this contract:

- a. Co-Owner 2 has Dog spayed or neutered without Co-Owner 1's express written consent;

- b. Co-Owner 2 acts intentionally or willfully and wantonly with reckless disregard for Dog's welfare that results in injury to Dog that prevents Dog from breeding or showing or results in Dog's death;  
or
  - c. Co-Owner 2 absconds with Dog or ceases communication with Co-Owner 1
  - d. Co-Owner 2 breeds Dog without Co-Owner 1 Consent
- 9. **Ongoing Communications.** Both parties agree to promptly notify the other [via phone call or email] of any change of address, email or phone number. Co-Owner 2 agrees to (a) reply as promptly as possible to inquiries about Dog from Co-Owner 1; (b) inform Co-Owner 1 of any major change in the health of Dog throughout Dog's life, including, but not limited to, cancer, epilepsy, heart, eye or hearing conditions, allergies, bleeding disorders or autoimmune disease, and behavior problems particularly fear, anxiety or aggression. Co-Owner 2 will, upon the natural or accidental death of Dog, promptly notify Co-Owner 1 [via phone call or email] of the particulars of the animal's death, with supporting documentation and necropsy completed by a board certified Veterinarian. The cost of the necropsy shall be the sole responsibility of Co-Owner 2 and the report shall be made immediately available to Co-Owner 1.
- 10. **Remedy for Mistreatment.** If Co-Owner 1 has good and reasonable cause to believe Dog is not getting proper care and treatment, Co-Owner 1 has the right to have Dog examined by a licensed veterinarian chosen by Co-Owner 1. If such veterinarian finds Dog to be a victim of ill-treatment, abuse or neglect, (a) Co-Owner 1 has the right to take full possession of Dog and (b) all Co-Owner 1 warranties herein shall become null and void. For the avoidance of doubt, if Co-Owner 1 takes possession of Dog in accordance with this section, Co-Owner 2 shall not be entitled to any refunds of any payments made to Co-Owner 1.
- 11. **Indemnity; Attorneys Fees.** Each party agrees to indemnify and hold harmless the other party from and against all claims, liabilities, losses, costs, damages (including costs and reasonable attorney's fees) incurred as a result of claims made by third parties against the indemnified party arising out of, or incident to, the indemnifying party's possession of Dog.
- 12. **Confidentiality of Disputes; Possession.** Co-Owner 2 and Co-Owner 1 agree, that in the event of a dispute between them, neither will publish or communicate the existence or content of such dispute in any media or forum, including social media, provided that this provision shall not prevent either party from bringing legal action or engaging in confidential mediation. In the event that a dispute occurs, the parties agree to not disparage the other, including on social media. Upon resolution of the dispute, the parties will uphold the confidentiality provisions agreed to in mediation or as ordered by a court of competent jurisdiction.
- 13. **Agreement to Mediate.** If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.

**14. Termination.**

- a. Co-Owner 1 may terminate this Agreement at any time if Co-Owner 2 has materially breached this Agreement. If this Agreement is terminated by Co-Owner 1 in accordance with this section, Co-Owner 1 may take possession of Dog from Co-Owner 2's property, and Co-Owner 2 shall immediately sign over any ownership to Co-Owner 1 and take any steps necessary to transfer registration to Co-Owner 1, if applicable, and this Agreement shall be null and void.
  
- b. After a minimum of 5 years of co-ownership, Co-Owner 1 shall sign over full registration to Co-owner 2, if Co-Owner 2 has satisfied all obligations set forth in this Agreement. Following such event, this Agreement shall be terminated and Co-Owner 1 shall have no financial responsibility for Dog.

**15. Residence Following Breach or Mediation.** For the avoidance of doubt, during any period of mediation, court hearing on the terms of this Agreement or any other period of time during which a potential termination or breach of this Agreement is being discussed, Dog shall reside with Co-Owner 1.

**16. Governing Law.** This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by and construed in accordance with the laws of the State of OH and/or WA without regard to the conflicts of laws provisions thereof.

**17. Miscellaneous.** This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior or contemporaneous agreements, negotiations, discussions and understandings, written or oral, between the parties with respect to such subject matter. Neither party may assign, transfer, or subcontract any obligations (or rights) under this Agreement without the prior written consent of the other party. No changes, modifications or waivers to this Agreement will be effective unless in writing and signed by both parties. In the event that any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement may be executed in any number of counterparts and such counterparts together shall constitute the same instrument. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

**IN WITNESS WHEREOF,** Co-Owner 1 and Co-Owner 2 have executed this Agreement effective as of the Effective Date.

**CO-OWNER 1:**

**CO-OWNER 2:**

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Email:

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