

Breeding Stud Co-Ownership Contract

This document will serve as a legal and binding contract between _____, herein after called the "Breeder", and _____, herein after 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.

- a.) If this puppy fails to pass the health testing necessary as per the AKC and/or ICCF, he can be neutered and no papers will be issued.
- b.) The Breeder will not supply a replacement unless new contract and/or agreement has been made.
- c.) The agreement herein made between both parties is for the benefit of both. Any breach of contract will result in legal violations.

Stud Name: _____ D.O.B. _____ AKC#: _____ Color: _____
Temperament: _____

Full Value of Stud is agreed as: \$ _____. The Co-owner has agreed to pay ½ of _____ litters to Breeder for the value of the Stud.

Stud Co-owner(s): _____
Address: _____ Home
Phone: _____ Cell: _____ Email: _____

The above described male has been transferred, and will reside with the Co-owner. The AKC and/or ICCF 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 Stud's care. All vaccination records must be available for Breeder's inspection. The Stud must also have all regular boosters and immunizations.
2. The Co-owner must give the Stud proper nutritional concern, feeding accurate portions as needed for a large breed dog, In the event of accident or injury, the Co-owner must immediately inform the Breeder of Stud's condition. Any necessary veterinary or hospital charges are the responsibility of the Co-owner.

3. The Co-owner must agree to give the Stud proper socialization for mental health and stability. Stud will be enrolled in training class and socialized to insure proper temperament.
4. In the event the Co-owner fails to perform agreed upon requirements, Breeder has authority to request for Stud to be returned. Transportation of Stud will be the Co-Owner's responsibility and no payments will be reimbursed.

Stud Qualifications for Breeding

1. Stud must have adult registration papers from the American Kennel Club (AKC) and/or International Cane Corso Foundation (ICCF), and must be at least 15 months when bred.
2. Stud must be certified clear of Canine Hip Dysplasia by either OFA or Penn Hip radiographs or approved by Embark and/or Wisdom panels.
3. Stud must have DM test with a Carrier or Clear result
4. Stud should have no disqualifying faults as per breed standard and must have breeding status from the AKC.
5. Failure to comply with the above agreements will void this contract and full balance must be paid immediately, upon request.

Inside Studding Obligations

Stud Co-Owner Responsibilities

1. Stud Co-owner is responsible for the selection of the Bitch for which the Stud Shall be Bred. Co-Owner assumes all costs and expenses related to the purchase and/or co-own of the bitch and will not request reimbursement from Breeder.
2. The aforementioned Bitch will be chosen and agreed upon between both Breeder and Co-Owner, and all breedings will be equally split as aforementioned.
3. Stud Co-owner must have knowledge of Bitch's heat cycle and ovulation for good timing between Stud and Bitch. In the event that progesterone levels need to be taken the expenses will be the responsibility of the Stud Co-owner.
4. Breeding between Stud and Bitch should be between five to seven days in length.
5. Stud Co-owner must be aware of the physical and nutritional needs of both Bitch and Stud as well as for healthy prenatal care and safe delivery of live puppies. If the Stud Co-owner is an inexperienced breeder, it is recommended that she/he be in contact with more experienced breeders, or have a breeding mentor.

Outside Studding Obligations

Stud Co-Owner Responsibilities

1. Stud Co-owner must notify Breeder of any outside studdings prior to breeding of outside Bitch. Stud will not be bred unless notification is made and will herein require written confirmation of approval.
2. In the event that outside studding results in conception before the agreed upon litter quota has been met, Breeder is entitled to 1 puppy(ies) from each outside studding.
3. Co-Owner agrees to ensure proper transport for each pup resulting from outside studding and will assume all expenses herein related to as such.
4. In the event that the Breeder requires Stud for Breeding, Co-Owner will assume financial responsibility for the collection and such shipment of Semen to complete aforementioned breeding. Co-owner will send as many shipments as requested to satisfy Breeder requirements and will ensure viable delivery.
5. The Breeder will be entitled to Semen from Stud until quote litters have been fulfilled by both parties, with no limits on amount until contract has been fulfilled.

6. Breeder has full authority to advertise aforementioned Stud dog for breeding purposes until contract has been fulfilled. Co-Owner will send all requested Semen shipments until herein time the contract is complete.

Puppy Sale and Placement

1. The Co-owner agrees to give the Breeder one-half of the puppies from the agreed upon litters (as per contract guidelines). The party who whelps the litter would keep the "odd" puppy (eq. Stud produces seven pups: Breeder keeps three; Co-owner keeps four).
2. The Co-owner agrees to give Breeder a minimum of three puppies from the aforementioned Stud unless a trans-cervical breeding was done (as per #7 above). In the event that there are less than six puppies in the first litter, the Co-owner can choose to pay additional puppies to Breeder, or have the Stud re-bred and evenly split one-half of the second litter, thus fulfilling the contract.
3. The puppies should be delivered to the Breeder in good health at seven or eight weeks of age for health inspection. All shipping or delivery cost, in the event Breeder cannot personally handle the puppies, 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 the responsibility of the Breeder.
4. The Co-owner agrees to give full details to the Breeder as to weight, temperament, etc. and agrees that puppies must be priced as agreed upon.

Legalities



1. In the event the Stud is lost, killed, or injured seriously, due to negligence, so as to render him unable to be bred, in consequence of any Co-owner negligence, or that of his/her agents or employees, the sum of \$4,500.00 of lost progeny is to be paid promptly to the Owner/Breeder as liquidated damages. Further, the Breeder shall have the right to repossess said Stud. If the Stud was purchased as an adult, the Co-owner would be responsible for the balance of the full value of the Stud at the time of purchase.
2. 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 Stud must be returned to Breeder forthwith. Failure to return the Stud under these circumstances, the Co-owner hereby gives the Breeder the following options:
 - The Owner/Breeder's agent may take possession of the Stud from the Co-owner's property, providing the Stud is in good health; and the Co-owner signs the AKC and/or ICCF paperwork completely to the Breeder, making this contract null and void; or
 - The Owner/Breeder can subject the Co-owner to liquidated damages in the amount of \$4,500.00, attorney's fees in the amount of \$2000.00, and the legal cost of bringing this action to enforce the terms of the contract.
 - In the event that said Stud is used for any type of breeding outside of the AKC and/or ICCF (with puppies receiving fraudulent papers), the co-owner hereby agrees to pay the Owner/Breeder an agreed upon liquidation amount of \$1,000 to represent the potential progeny value.

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: _____

Breeder's Name: _____ Date: _____

Breeder's Signature: _____

