# A&D Frenchies

## **Stud Co-Ownership Contract**

Amanda and Dylan Reikowsky

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This document will serve as a legal and binding contract between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, herein after called the “Breeder”, and Amanda/Dylan Reikowsky, 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.

Stud Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ D.O.B. \_\_\_\_\_\_\_\_\_ AKC#: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Coat: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Color: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DNA Health Clear: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Stud was Sold/Fostered as a: Puppy Unproven Adult Stud Proven Adult Stud Unproven

Full Value of Stud is agreed as: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The Co-owner has agreed to pay a purchase price value of $10,500. All stud fees from A&D Frenchies clients are kept 100% towards his care, and Precious Dreams clients are split 50/50. At Bitch's first litter-Breeder get 50% of the sales on all pups after previous contract Breeder picks his pup. If the total of 50% of the puppy sales goes over the $10,500 then Breeder will accept and keep the surplus amount. Breeder also retains the right to choose a pup from that litter. If the target $10,500 amount is not reached and/or Breeder does not pick a pup, at Bitch’s next litter, Breeder will get first pick of the litter, and collect any remaining amount up to $10,500, based on 50% of the sales on the puppies from that litter.

Stud’s Sire: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ AKC#: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Stud’s Dam: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ AKC#: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Stud Co-owner(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Home Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***The above-described male will reside with the Co-owner until the contract is fulfilled as described above. The AKC registration and additional paperwork will carry the Breeder’s name until the co-ownership contract has been fulfilled.***

Breeder Print: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Sign: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Co-owner Print: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Sign: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# **Co-Owner Responsibilities**

1. The Co-owner will take full responsibility for said stud’s care. All vaccination and veterinarian records, DNA testing, and health clearances must be provided to the Co-owner (Copies are acceptable). The Stud must also have all regular boosters and immunizations as recommended by a board-certified veterinarian.

2. The Co-Owner must give the Stud proper nutritional care, food, water, shelter, affection, and medical care upon sickness, disease, or injury. If Co-owner has any questions regarding feedings or nutrients, breeder will be willing to discuss feeding, nutrition, supplements, etc.

3. 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.

4. The Co-owner must agree to give the Stud proper socialization for mental health and stability. The Breeder agrees to have a fully fenced yard or other humane means of exercise. The Stud shall not be kept chained, constantly outdoors, or kept kenneled with the exception of at night or when left alone for short periods of time.

5. The Breeder agrees not to sell or transfer ownership/possession of the Stud to anyone other than the Co-owner of the agreement other than for grooming, veterinary reasons, etc.… A collar and identification tag and/or microchip should be worn, and the Stud should never be permitted to roam unattended.

6. The Co-owner agrees to allow reasonable use/access to Stud services at an agreed upon Stud fee to Precious Dreams clients and customers. In return, 50% of all stud fees will be split with Co-owner, as terms of Co-Ownership and towards the care of the Stud.

7. The Co-owner shall notify the Breeder immediately if the Stud cannot be kept, and the Breeder will take possession of the Stud for the remainder of the contract period.

8. Breeder must have knowledge of Bitch’s heat cycle and ovulation for good timing between Bitch and Stud. In the event that progesterone levels need to be taken the expenses will be the responsibility of the Bitch owner. The Co-owner will be responsible for the AI fees, and all fees associated with the whelping, surgical care, and registration of the litter.

9. The Co-owner agrees to give the Breeder their pick of the litter, plus one-half the price of the remaining puppies sold, and/or one-half of the puppies from the first litter (as per contract guidelines). The party who whelps the litter would keep the “odd” puppy (eq. Bitch produces seven pups: Breeder keeps three; Co-owner keeps four).

10. For the purposes of this contract, a litter is 4 or more puppies. In the event that there are less than 4 puppies in the first litter, the Breeder can choose to select comparable puppies from an alternate pairing, or have the Bitch re-bred and evenly split one-half of the second litter, thus fulfilling the contract.

11. The Breeder will choose their pick of the litter at 3-4 weeks of age and will pick up the puppy from the Co-owner at 10 weeks of age.

12. The Co-owner agrees to give full details to the Breeder as to weight, temperament, etc. If the Co-owner chooses to have his/her puppy(s) sold directly from A&D Frenchies, the puppy would be taken on consignment for no more than 10 weeks. During that time, the Co-owner and Breeder must advertise said puppies, at his/her cost, and refer all puppy inquiries to A&D Frenchies. A&D Frenchies will cover food and vaccination/booster costs. The Breeder would then receive 50% of the actual sale price of the puppy(s), within ten days of sale/delivery of puppy.

# **Stud Qualifications for Breeding**

1. Stud must have AKC registration papers and must be over 7 months of age. A copy of the AKC pedigree shall be provided to the Co-owner for the purposes of inbreeding prevention.

2. Stud must be certified clear of CMR1, DM, HUU, and JHC, have 100% French Bulldog DNA and less than 20% COI. Results should be shared with co-owner.

# **Breeder Responsibilities**

1. Breeder is responsible for transportation of Stud to and from Co-owner’s care for Precious Dreams clients.

2. Special dietary needs must be reported to Co-owner and are the responsibility of Co-owner (eq. supplements, food allergies, etc.)

6. Breeder must have knowledge of Client Bitch’s heat cycle and ovulation for good timing between Bitch and Stud. In the event that progesterone levels need to be taken the expenses will be the responsibility of the Client Bitch owner. The Client of Precious Dreams and/or Precious Dreams will be responsible for the AI fees, and all fees associated with the whelping, surgical care, and registration of the litter as determined by their individual contracts.

7. Breeding between Client Bitch and Stud should be between five to seven days in length. After that period, responsibility of said Stud reverts back to Co-owner, unless previously agreed upon.

 8. If the Client Bitch does not conceive upon the first breeding, Co-owner will be notified of contract terms regarding re-breeding. Costs incurred by both parties during this second breeding remain the same.

# **Fulfillment of Contract**

***After fulfillment of this contract, Breeder will complete the transfer of ownership and AKC registration of Stud to Co-Owner and release all rights and obligations to the Stud****.*

Should the Breeder find him/herself unable or unwilling to fully comply with the terms of this contract with respect to transfer of ownership, the Breeder hereby gives A&D Frenchies the following options:

A. The Co-Owner can subject the Breeder to liquidated damages in the amount of $5,000.00-$10,500, attorney’s fees in the amount of $2000.00, and the legal cost of bringing this action to enforce the terms of the contract.

B. In the event that said Stud is used for any type of breeding outside of this contract, the co-owner hereby agrees to pay the Co-Owner an agreed upon liquidation amount of $25,000 to represent the potential progeny value that was lost.

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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

