# A&D Frenchies

## **Dam 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.

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

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

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

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

At Dam's first litter-Breeder gets 50% of the sales on all puppies or 50% of the puppies including first pick of the litter, alternating thereafter. The co-owner will also receive 50% of the sales on all puppies or 50% of the puppies and 2nd pick, alternating picks thereafter. At the Dam’s second litter, terms are opposite of the first litter, with the co-owner receiving first pick of the litter, and breeder receiving second pick. All other terms remain the same, with alternating picks and/or 50% of sales being split.

The stud used at each breeding should be agreeable by both parties.

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

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

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

2. The Co-Owner must give the Dam 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 Dam’s condition. Any necessary veterinary or hospital charges are the responsibility of the Co-owner and the Breeder to be split evenly.

4. The Co-owner must agree to give the Dam proper socialization for mental health and stability. The Breeder agrees to have a fully fenced yard. The Dam 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 Dam 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 Dam should never be permitted to roam unattended.

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

8. Breeder must have knowledge of Dam’s heat cycle and ovulation for good timing between Dam and Dam. In the event that progesterone levels need to be taken the expenses will be the responsibility of the Dam owner and the Breeder, split evenly. The Co-owner and Breeder both 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. Dam 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 Dam 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 8-10 weeks of age.

# **Dam Qualifications for Breeding**

1. Dam 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. Dam must be certified not at risk 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. Transportation of the Dam for AI and Veterinary care should be discussed and negotiated accordingly, though acceptable term would be the Breeder transporting the Dam to the initial transfer of ownership, and the co-owner providing remaining transportation needs, depending on location of Studs used, and required Veterinarian.

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 Dam’s heat cycle and ovulation for good timing between Dam and Stud. In the event that progesterone levels need to be taken the expenses will be the split between co-owner and breeder.

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

 8. If the Client Dam 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 Dam to Co-Owner and release all rights and obligations to the Dam****.*

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 Dam is used for any type of breeding outside of this contract, the *Breeder* hereby agrees to pay the Co-Owner an agreed upon liquidation amount of $25,000 to represent the potential progeny value that was lost.

Should the **Co-owner** find him/herself unable or unwilling to fully comply with the terms of this contract with respect to transfer of ownership, the Co-owner hereby gives \_\_\_\_\_\_\_\_\_\_\_\_\_ the following options:

A. The Co-owner will forfeit the contract and all monies paid. The co-owner will also surrender possession of the Dam.

B. In the event that said Dam is used for any type of breeding outside of this contract, the *co-owner* hereby agrees to pay the Breeder 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

