

Epic Shilohs :: Breeding Bitch Co-Ownership Contract

This document will serve as a legal and binding contract between Sarah Tasca, 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 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 _____ litter(s) of pups, with a minimum of 4 pups to *Epic 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 *Epic 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.
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 *Epic Shilohs - Nutrition and Socialization Guidelines and Agreement*. Failure to adhere to this responsibility could jeopardize the Bitch's breeding status.

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Bitch Owner Responsibilities/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 Epic Shilohs, or experienced breeders, or has a breeding mentor. Epic 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 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.
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. Frozen sperm is not recommended as, at this time, it is not very reliable for actual conception*
7. 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

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conception, and a healthy, live litter. Bitch should be inseminated on two occasions, within a 48-hour period.

8. 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.
9. 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.
2. The Co-Owner agrees to give the Breeder at least one-half of the puppies from the first litter (as per contract guidelines). The party whelping the litter would keep the "odd" puppy (eq. Bitch produces nine pups: Breeder keeps four; Co-Owner keeps five). If the Co-Owner prefers, *Epic Shilohs* can whelp the contracted litter for all but one puppy, which would go to the bitch co-owner.
3. The Co-Owner agrees to give *Epic Shilohs* a minimum of 4 pups from the aforementioned Bitch. In the event that there are less pups available to fulfill the contract in the first litter, the Co-Owner can choose to pay additional pups to *Epic Shilohs*, or have the Bitch re-bred and evenly split one-half of the second litter, thus fulfilling the contract.
4. Litter evaluation costs 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, pays \$400).
5. The Co-Owner can choose to sell the puppies personally, and the Breeder agrees to send any prospective customers when available. *Epic Shilohs* will also charge 10% for any sales generated by their kennel. The Co-Owner agrees to give full details to Breeder as to weight, temperament, etc., and agrees that pups will be priced as per SSDCA guidelines as well as provide adequate electronic photos of pups (by means of online photo service slideshow) between birth and 8 weeks of age.
6. If the Co-Owner chooses to have his/her pup(s) sold directly from *Epic Shilohs*, the pups would be taken on consignment for no more than ten weeks. During that time, the Co-Owner must advertise said pups, at his/her cost, and refer all puppy inquiries to *Epic Shilohs*. *Epic Shilohs* will keep 20% of the selling price to cover food and vaccination/booster costs, forwarding the balance to the Co-Owner. If the Co-Owner chooses to use *Epic Shilohs* guarantees (and other fringe benefits), instead of covering pups with their own kennel policies, an additional 30% will be charged. These pups would then be considered *Epic Shilohs* progeny and would be the responsibility of *Epic Shilohs*. The Co-Owner would then receive 50% of the actual sale price of the pup(s), within ten days of sale/delivery of pup.

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. In the event that the Owner fails to uphold this agreement, the Owner shall pay the sum of \$4,500 to *Epic 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 *Epic 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 \$5,000.00, attorney's fees in the amount of \$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 \$4,500 to *Epic Shilohs* and all legal fees incurred. Unless imminent

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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 Province of Ontario, Canada, it being the place of origin of this transaction.

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: _____