

MALE BREEDING DOG CO-OWNERSHIP AGREEMENT

Opalonyx Dalmatians | 13750 SE 54th St. Morriston, FL. 32668 | 9546573159 | www.opal-onyx.com
info@opal-onyx.com

This agreement is made and entered into this _____ day of _____ 20__ by and between Issel Rodriguez dba OpalOnyx Dalmatians, herein after referred as "Breeder", and _____, herein after referred as "Co-owner", for the purpose of setting forth the terms and conditions of co-ownership of a purebred Dalmatian.

Description of The Dalmatian Dog:

Date Whelped	
Coat Color	
Gender	
Call Name	
Registered Name	
Registry Name	
Registration #	
Microchip #	
Sire's Name and Registration #	
Dam's Name and Registration #	

For the amount of \$_____, the Breeder agrees to sell, and the Co-owner agrees to purchase a fifty percent (50%) co-ownership of a male Dog subject to the following terms.

1. The Co-owner is to retain full possession rights and assume full responsibilities and liabilities for the Dog, from the time the Co-owner receives the Dog, including but not limited to:
 - a) Damages, injuries or deaths caused by the co-owned Dog.
 - b) Health Care, feeding, vetting, boarding and caring.
 - c) Health Screenings and OFA Certifications.
2. Co-owner is required to ensure that the Dog receives all required vaccinations and preventatives by a licensed veterinarian throughout the Dog's lifespan, or, if vaccines are self-administered, the co-owner must keep evidence of such and made them available upon Breeder's request.
3. The Dog has been health checked by a license veterinarian before transport to the Co-owner's home, has been found healthy, free of communicable diseases/genetic conditions and is current with all vaccinations and dewormings.
4. Co-owner is required to feed this Dog a high-quality food observing the dietary needs of the breed.
5. Co-owner agrees that this Dog will receive any and all necessary veterinary care to maintain a good health throughout his lifespan.
6. Neither party to this contract may sell or, in any other way, transfer ownership or possession of the Dog without written consent of the other parties. Each party to this contract will have the right of first denial in any change of ownership throughout the life of the Dog or until the termination of this contract. Each party to this contract also agrees to defend and hold harmless the other party in the event of any lawsuit brought because of the actions of the Dog while in the sole possession of that party. The Co-owner is to keep the Breeder apprised of the Co-owner's current address and any change of address must be reported in writing within thirty (30) days of said change.
7. After a period of 3 years of co-ownership of the Dog, the Breeder may, at her discretion, sign over full registration to the Co-owner, if both parties are in agreement. The Co-owner will then have full breeding rights, and the Breeder's name will be removed from the registration papers.
8. Breeder warrants that the above-described Dog is a purebred Dalmatian registered with the American Kennel Club (AKC). The Breeder will be listed as primary owner on the registration certificate and the Co-Owner will

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be listed as the secondary owner on the registration certificate. Co-owner will not register the Dog with any other registry without express written permission from Breeder.

9. It is understood that this Dog must not be bred before 18 months of age and only after the Health Screening, as recommended by the breed's parent club have been completed and filed with the OFA data base, whether they are considered preliminary or a permanent record.
 - a) The Co-owner is responsible to complete all the health screenings pending, as per the recommendation of the breed's parent club, at his/her own expense. Co-owner agrees to share copy of the certificate(s) of these record(s), or written test result(s) with the Breeder.
10. The Breeder and the Co-owner retain the right to use said Dog at stud on any female owned, co-owned by either party, with the understanding that no stud fee or other consideration will be paid to the other party. Both parties agree to allow to have the other party first pick of any litter Sired by this Dog, or second pick should the party arranging/managing the breeding decides to keep a puppy, and such puppy shall be sold to the other party at a fixed price of \$ _____.
 - a) The party arranging and managing the litter shall perform a DNA test, at his/her expense, on all puppies from the litter, to determine who are the carriers of the Hyperuricosuria (HUU) gene. Written reports must be provided to the other party.
 - b) The party arranging and managing the litter shall perform on each puppy, at his own expense, a BAER (hearing) test and provide the other party with the written results. This test shall be completed when the puppies are at least 6 weeks old.
 - c) Both parties will be entitled to choose their puppy, whether it is 1st or 2nd pick of the litter, after both Hearing and DNA tests are completed, and the reports made available to the other party.
11. Co-owner may stud out to outside females are to be mutually agreed upon, but no natural breeding shall be attempted without a negative brucellosis result.
12. Neither party is entitled to any proceeds received or responsible for any expenses incurred for any breedings of the Dog arranged by the other party.
13. In order to protect the bloodline of this Dog, both parties agreed that all puppies resulting from any mating with this Dog will be BAER (hearing) tested and microchipped prior placement. They must be sold under a spay/neuter & bring puppy back contract and with Limited AKC Registration (NO BREEDING RIGHTS) with the following exceptions:
 - a) Full AKC Registration shall be granted in the given case that one of the parties chooses to keep an off-spring from any litter.
 - b) Full AKC Registration may be granted if the owner(s) of the female(s) this Dog is studded out to chooses to keep one of the off-springs.
 - c) Full AKC Registration may be granted if the breeder(s) of the female(s) that are bred to this Dog chooses to keep one of the off-springs.
14. Breeder and Co-owner agree to include both kennel names in the registration names of the puppies, sired by this Dog, that are granted Full AKC Registration. (example: "Opalonyx Magnolia Bright Jewel")
15. It is agreed upon that the puppies sired by this Dog shall not be sold to any agent, commercial broker, pet store or guard dog businesses.
16. Co-owner agrees not to neuter this Dog without written permission from Breeder.
17. Co-owner agrees that the Dog will reside at the home of the Co-owner, have access to a physically fenced yard, not be chained or tethered, and will be provided with proper housing. Co-owner also agrees that this Dog will not be used as a guard dog for any business and will sleep inside of Co-owner's residence at night.

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18. Co-owner agrees that if the Co-owner is not able to care for the Dog in any area of its life at any time, which includes proper housing, training, veterinary care, or the Co-owner's lifestyle changes and the Dog no longer has a place in it, then the Dog and registration certificate(s) with appropriate signatures are to be returned to the Seller at the Co-owner's expense for placement by the Breeder. No monetary compensation will be offered to the Co-owner.
19. Co-owner agrees not to change the Dog's AKC Registration Name.
20. If any of the registered owners/co-owners pre-deceases the other before all terms are met, the surviving party will be given full ownership of the Dog.
21. Co-owner agrees that when this Dog is to be retired, him/her will spay the Dog and take all precautions to place the Dog into the best pet home possible.
22. The Co-owner agrees that this Dog will only be bred to dogs that fit within the AKC standard and warrantees not to breed for any off color or long coats.
23. If the Breeder determines by ANY means that this Dog is not suitably cared for or that it might be or has been mentally or physically mistreated, or that this contract has not been fulfilled, The Breeder reserves the right to take full possession of the Dog along with its properly signed AKC transfer Registration, without compensation. The Breeder's opinion is the ONLY authority to justify this action. Testimony of other people will not supersede the Breeder's judgment on this matter. Under such circumstances, all warranties are then void.
24. This agreement may be modified or amended if the amendment is made in writing, signed by both parties, and attached to this contract.
25. This agreement shall be governed under the laws of the State of Florida. Any conflict of issues, either in equity or law, shall be adjudicated in Levy County, State of Florida.
26. If any provision of this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
27. This Agreement is made and signed by all parties to insure the well-being and protection of this Dog. If the Co-owner breaches any part of this Agreement, the Breeder is released from any obligations under this Agreement.
28. Violations of this contract shall constitute a breach of contract, prosecutable by law, and may result in mandatory confiscation and return of the said puppy to Breeder. I have read and understand the provisions contained herein and agree to be bound by the rights and restrictions of this agreement.

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As for the Co-owner:

Print Name	
Kennel Name	
Signature	
Date	
Address	
Email Address	
Phone Number	

As for the Breeder:

Print Name	Issel Rodriguez
Kennel Name	Opalonyx Dalmatians
Signature	
Date	
Address	13750 SE 54 th St. Morriston, Fl. 32668
Email Address	info@opal-onyx.com
Phone Number	954-657-3159