



HULA MOON BERGER BLANC SUISSE

FEMALE CO-OWNERSHIP CONTRACT

This agreement was made on the _____ day of _____, _____, between Kiah Moross (Hula Moon Berger Blanc Suisse), further referred to as the "Breeder" and _____, further referred to as the "Co-Owner."

The Breeder will retain full breeding rights and registered ownership of this Dog until the terms of this agreement have been fulfilled. The Dog will be the Co-Owners pet.

_____ will be bred no more than _____ times. If the Breeder decides not to use the Dog for breeding, or to retire the Dog earlier, the Co-Owner will receive written notice. Once retired, the Dog will be spayed at the Co-Owner's expense and all Breeder's rights to the Dog will cease. Once proof of spay has been shown to the Breeder the Co-Owner will become the sole owner of the Dog and all registration will be transferred to the Co-Owner.

The Co-Owner will be responsible for all day-to-day expenses for food and care.

The Breeder will be responsible for all expenses related to health screening (PennHIP, CERF, DNA testing, etc.) and breeding, as well as any vet expenses accrued while the Dog is under the Breeder's care.

This Dog carries the value of: \$_____ to the Breeder. \$_____ deposit (50% of Dog's value) will be paid to the Breeder prior to the Co-Owner taking the Dog home. The deposit will be refunded to the Co-Owner after all breeding-related expenses (health testing, stud fees, reproductive vet fees, whelping supplies, etc.) are recouped by the Breeder. From any subsequent litters following the litter from which the deposit is refunded, the Co-Owner is entitled to 25% (Breeder whelp) or 50% (Co-Owner whelp - must be approved) net revenue from puppy sales. If the Breeder decides to keep (or place in Co-Ownership) a puppy from a litter, the value of said puppy is not included in net revenue.

Basics:

The pick puppy from a litter may be chosen by the Breeder and offered for Co-Ownership to select individuals for future use in the Hula Moon Berger Blanc Suisse breeding program.

Co-Owners cannot use the Dog for breeding themselves. Financial penalties for both accidental and deliberate violations will be enforced.

Co-Owns cannot be spayed/neutered without written consent unless medically warranted. If the Dog is altered due to imminent health reasons, veterinary documentation as to the Dog's condition is required.

Food fed must be of high quality and mutually agreed upon. No raw diets.

Co-Own Dogs are to be maintained with limited vaccines and medications.

Contract restrictions apply to where you can take/leave the animal (i.e. boarding facilities, board and trains, dog parks etc.). The Co-Owner must take full responsibility for the Dog's care and actions at all times.

Co-Owner Responsibilities:

- Provide the Breeder with all medical records.
- The Dog is not to be put on any medication/supplement schedule without approval from the Breeder.
- The Dog is to be maintained with limited vaccines and medications.
- The Dog will be kept in the normal range of weight as indicated by vet recommendations for the breed and age.
- The Dog will not be exercised excessively to cause injury or damage to growing joints.
- The Dog will be made available to the Breeder for health testing and breeding purposes when requested.
- The Co-Owner is responsible for transporting the dog to and from the Breeder.
- The Dog will be fed a high-quality dog food formulated for breeding dogs, preferably Purina Pro Plan Sport 30/20.
- This Dog is to be a house pet, and not to spend its life as an outside dog.
- The Dog will be crate trained, house broken, socialized, and care will be taken to ensure the Dog does not suffer from separation anxiety. If any behavioral issues should arise, the Co-Owner agrees to notify the Breeder immediately.
- The Co-Owner will always let the Breeder know where the dog lives.
- The Co-Owner does not board the dog at commercial boarding facilities or board and train businesses without notifying the Breeder first.
- The Co-Owner will not move off the island of Oahu while the dog is under this contract.

If used for breeding, the Dog will need to come to the Breeder when she starts her heat cycle. A heat cycle can last up to 21 days. After breeding she will be returned to the Co-Owner with specific care instructions. The Co-Owner is responsible for delivering the Dog to the Breeder prior to any scheduled vet appointments related to breeding. The Breeder will schedule follow-up vet appointments and cover all costs of pregnancy related medical expenses. If pregnant, the Dog will need to return to the Breeder 1 week before her puppies are due and stay until the puppies are 6 weeks old (unless an agreement is made to have the Co-Owner whelp the litter).

Legalities:

The Co-Owner agrees to pay the sum of the full value of the Dog within 90 days if there is any breach of this Contract, or the Dog is lost, killed, or injured, as to render him/her unable to be bred, in consequence of Co-Owner negligence (or that of his/her agents or employees). Further the Breeder shall have the right to repossess said Dog at no cost to the Breeder. If the Dog is neutered/spayed prior to the fulfillment of the Co-Owner Contract (unless medically necessary) or is bred either intentionally or accidentally by the Co-Owner without Breeder approval, the Co-Owner agrees to pay the sum of \$15,000.00 to the Breeder as well as all attorney's fees, and the legal cost of bringing this action to enforce the terms of the contract.

If the Dog is lost, killed, or injured while under the Breeder's care, the deposit will be refunded to the Co-Owner. If the deposit has already been refunded, the Breeder has no additional financial obligation to the Co-Owner. The pick puppy from the next available litter will be offered as a Co-Own at no cost to the Co-Owner. A new Co-Ownership Agreement and Contract will need to be signed for the new puppy.

If the Co-Owner cannot keep the Dog at any time in his/her lifetime, the Co-Owner will return the Dog to the Breeder. The Co-Owner will not re-home, sell, or give this Dog away to anyone without written permission from the Breeder.

This Contract is being freely entered into by all parties. The Co-Owner has read and fully understands the terms and conditions of this Contract. The Contract is under the jurisdiction of the state of Hawaii and any litigation shall be executed in the State of Hawaii, Honolulu County, it being the place of origin of this transaction.

If any piece of this contract is invalid, the rest of the contract remains valid. Any changes to this agreement will be made in writing and signed by the Co-Owner and Breeder.



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Co-Owner Contract

Breeder's Information:

Name: _____

Address: _____

Phone: _____ E-mail: _____

Website: _____

Co-Owner's Information:

Name: _____

Address: _____

Phone: _____ E-mail: _____

Dog's Information:

Name: _____

Breed: _____ Color: _____

Date of Birth: _____ Sex: _____

Registration #: _____

Microchip #: _____

Sire Name: _____

Sire Registration #: _____

Dam Name: _____

Dam Registration #: _____

pick of the litter - ***limited registration pet - ***limited registration co-ownership arrangement

IN THE CASE THAT THE CO-OWNER CAN NO LONGER CARE FOR OR KEEP THE DOG, OR DOES NOT ABIDE BY THE CARE REQUIREMENTS AND/OR STANDARDS AS OUTLINED IN THE CO-OWNER AGREEMENT, THE BREEDER HAS THE RIGHT TO REPOSSESS THE DOG AT NO COST TO THE BREEDER.

THE PARTIES ACCEPT AND AGREE TO BE BOUND BY THE ATTACHED TERMS AND CONDITIONS GOVERNING THE CO-OWNERSHIP AGREEMENT OF THE DOG.

After receipt of deposit:

After final payment and receipt of Dog:
