

Madden's Howlin Hills

CO-OWNERSHIP BREEDER'S AGREEMENT CONTRACT (BITCH)

This document will serve as a legal and binding contract between **Sherri & Steve Mekkelsen Madden**, 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.

Today's Date: _____

Bitch Name: _____ DOB: _____ ISSR #: _____

Coat: _____ Color: _____ Temperament: _____

Bitch was Sold/Fostered as a: Puppy Unproven Adult Bitch Proven Brood Bitch

Full Value of Bitch is agreed as: \$ _____

The Co-owner has agreed to pay \$ _____ for said Bitch, plus 1/2 of 1 litter(s) of pups

Total cash paid is: \$ _____, plus minimum of 3 pups to *Madden's Howlin Hills*.

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. If the puppy/bitch is sold as a Pet or Pet Upgradable and NOT bred, no additional puppies will be due to breeder. Co-owner agrees **NOT** to breed a Pet or Pet Upgradable unless agreement is made with breeder **and** breed warden. Violation of breeding without authorization, the breeder can impose a fine of \$2,500 per puppy for each litter produced without prior authorization from breeder.*

Breeder: Madden's Howlin Hills

Steve & Sherri Mekkelsen Madden
2085 Fork Creek Place
Lenoir, NC 28645
Phone: (828) 758-4988
E-mail: sales@maddenhowlinhills.com

Breeder: _____ Witness: _____

Co-owner: _____ Witness: _____

Madden's Howlin Hills

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 as per breeder's recommendations.
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. Please refer to the Puppy Registration Letter for additional information.
5. The Co-owner must agree to give the Bitch proper socialization for mental health and stability.

Bitch Qualifications for Breeding

1. Bitch must have adult registration papers from the International Shiloh Shepherd™ Registry, and must be over 22 months of age (prior to conception).
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.
4. Bitch should have no disqualifying faults as per breed standard and must have breeding status from the Breed Warden.
5. 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.
6. Bitch must be tested for D.M. (Degenerative Myelopathy) prior to breeding and results supplied to *Madden's Howlin Hills*.
7. Bitch Co-owner certifies with test results (conducted after last breeding) that said Bitch is free from canine brucellosis and is in good health at the time of breeding or semen collection.
8. Bitch must have thyroid test done to ensure bitch can conceive and hold pregnancy.

Natural Breedings Bitch Co-Owner Responsibilities

1. Bitch owner is responsible for transportation of Bitch to and from Stud Dog owner's care.
2. Special dietary needs must be reported to Stud owner and are the responsibility of Bitch owner (i.e. supplements, food allergies, etc.)
3. Bitch owner must have knowledge of Bitch's heat cycle and ovulation for good timing between Bitch and Stud.
4. 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 breeders. 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.
5. Bitch owner must aware of the physical and nutritional needs a breeding Bitch **MUST HAVE** for healthy prenatal care and safe delivery of live puppies. If the Bitch owner is an inexperienced breeder, it is recommended that that she/he be in contact with more experienced breeders, or have a breeding mentor.

Madden's Howlin Hills

Artificial Inseminations Bitch Owner Responsibilities

1. Bitch owner must have ovulation timing tests performed on the Bitch to determine peak time for conception.
2. Bitch owner must pay for AI kits for Stud Dog, which is usually two kits per breeding
3. Bitch owner must notify the Stud owner when said Bitch begins her heat cycle, so a timely semen delivery and other arrangements can be made. *Please note that 48 hours after the initial collection, 50% of the sperm within the semen sample will be dead. Live sperm is no longer viable after 72 hours. Frozen sperm is not recommended as, at this time, it is not very reliable for actual conception.*
4. Bitch 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 conception, and a healthy, live litter. Bitch should be inseminated twice within a 48-hour period.
5. If the Bitch does not conceive upon the first insemination breeding, a second shipment will be sent. Costs incurred by both parties during this second procedure remain the same.
6. If Bitch does not conceive with the second AI, a full reproductive exam must be conducted before additional semen will be shipped.

Puppy Sale and Placement

1. The Co-owner agrees to give the Breeder 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 seven pups: Breeder keeps three; Co-owner keeps four). The stud fee is the responsibility of the Co-Owner.
2. The Co-owner agrees to give *Madden's Howlin Hills* a minimum of three pups from the afore-mentioned Bitch. In the event that there are less than six pups in the first litter, the Co-owner can choose to pay additional pups to *Madden's Howlin Hills*, or have the Bitch re-bred and evenly split one-half of the second litter, thus fulfilling the contract.
3. The puppies should be delivered to the Breeder in good health at seven or eight weeks of age for LER inspection. The Breeder reserves the right to refuse any puppies that are not up to standard within 48 hours of delivery. Any puppies that show symptoms of any contagious disease or die within ten days will not be responsibility of *Madden's Howlin Hills*.
4. The Co-owner agree to give full details to Breeder as to weight, temperament, etc., and agrees that pups should be priced as per SSDCA guidelines.

Madden's Howlin Hills

Legalities

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. Should the Co-owner find him/herself 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 *Madden's Howlin Hills* 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 \$1,500.00, and the legal cost of bringing this action to enforce the terms of the contract.
3. A bitch being treated for or diagnosed with idiopathic seizures is not considered a genetic flaw of the bitch and not considered to be guaranteed or replaceable with another bitch by the breeder. This is a term used by veterinary doctors when they cannot diagnose the root cause of the seizures. A clear, precise and accurate diagnoses must be made before any arrangements will be made to honor a replacement of bitch. Should the diagnoses be a direct result of owner irresponsibility or preventable by owner, a fine of \$1,500.00 will be due payable to Madden's Howlin Hills for losses plus legal costs to enforce terms of contract as needed.
4. The Owner agrees to abide by the rules of the ISSR Inc. The Owner shall not breed the above referenced dog to a non-ISSR registered Bitch or a non-approved (Breeder and Breed Warden) ISSR Bitch, nor register him 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 \$10,000.00 to *Madden's Howlin Hills* for damages plus any and all legal fees incurred.

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: _____ **Date:** _____