

**New Zion Shilohs**  
**“Breeding Better Shepherds”**  
**Breeding Bitch Co-Ownership Contract**

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This document will serve as a legal and binding contract between Lisa Barber, herein after called the “Breeder”, and \_\_\_\_\_, 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.

- a.) If this puppy fails to pass the breeding requirements necessary as per the ISSR, she can be spayed and Black/White papers will be issued. At that point a partial replacement can be provided as per the New Zion Shilohs breeding quality guarantee.
- b.) Or the said Bitch can be returned to the Breeder and full value replacement made, as agreed upon by both parties.

Bitch Name: \_\_\_\_\_ D.O.B. \_\_\_\_\_ 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 \_\_\_\_\_ litter(s) of pups.  
Total cash paid is: \$ \_\_\_\_\_, plus minimum of \_\_\_\_\_ pups to *New Zion Shilohs*.  
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: \_\_\_\_\_ Witness: \_\_\_\_\_  
Co-owner: \_\_\_\_\_ Witness: \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Co-Owners Initials/ Date

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## **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 New Zion Shiloh's Nutritional Agreement. If Co-owner has any questions regarding feedings or nutrients, please contact Ms. Barber.
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. Please refer to New Zion Shiloh's Socialization Agreement. Failure to adhere to this responsibility could jeopardize the Bitch's breeding status.
6. In the event the Co-owner fails to perform agreed upon requirements prior to the said bitch reaching 36 months of age, the balance of her value will be paid in full upon request.

## **Bitch Qualifications for Breeding**

1. Bitch must have adult registration papers from the International Shiloh Shepherd™ Registry, and must be over 19 months of age (prior to conception).
2. Bitch must be certified clear of Canine Hip Dysplasia by either OFA or Penn Hip radiographs or approved by the Breed Warden. Results should be shared with Stud owner.
3. Bitch must have a clear Holter test done between the ages of 6 months and one year of age.
4. Bitch must have DM test with a Carrier or Clear result
5. Bitch Co-owner must have proof of Breed Warden approval needed for breeding.
6. Bitch should have no disqualifying faults as per breed standard and must have breeding status from the Breed Warden.
7. Bitch Co-owner must provide brucellosis test results performed within 14 days of the expected breeding.
8. 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.
9. Failure to comply with the above agreements will void this contract and full balance must be paid immediately, upon request.

## **Natural Breedings**

### **Bitch Co-Owner Responsibilities**

1. Bitch Co-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 (eq. supplements, food allergies, etc.)
3. Bitch Co-owner must have knowledge of Bitch's heat cycle and ovulation for good timing between Bitch and Stud. In the event that progesterone levels need to be taken the expenses will be the responsibility of the Bitch Co-owner. In the event that a natural breeding cannot be consummated the Stud owner will be responsible for the AI fees.
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 Co-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. Failure of any Co-owner to pick up said Bitch in a timely manner will be make Co-owner responsible for agreed upon boarding fees.
5. Bitch Co-owner must be aware of the physical and nutritional needs the breeding Bitch MUST HAVE for healthy prenatal care and safe delivery of live puppies. If the Bitch Co-owner is an

inexperienced breeder, it is recommended that she/he be in contact with more experienced breeders, or have a breeding mentor.

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## Artificial Inseminations

### Bitch Co-Owner Responsibilities

1. Bitch Co-owner must have ovulation timing tests performed on the Bitch to determine peak time for conception.
2. Bitch Co-owner must pay for AI kits for Stud Dog, which are usually two kits per breeding
3. Bitch Co-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.*
4. 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 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 breeding, a second shipment will be sent on her next heat cycle for a second breeding. Costs incurred by both parties during this second breeding 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.
7. Bitch Co-owner may also choose to have a trans-cervical insemination (surgical sperm implantation) done at his/her expense, but keep an additional puppy to defray the costs.

### 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 who whelps the litter would keep the "odd" puppy (eq. Bitch produces seven pups: Breeder keeps three; Co-owner keeps four). If the Co-owner prefers, *New Zion Shilohs* can whelp the contracted litter for one extra puppy (plus the "odd" puppy, if one occurs).
2. The Co-owner agrees to give *New Zion Shilohs* a minimum of three puppies from the aforementioned Bitch unless a trans-cervical breeding was done (as per #7 above). In the event that there are less than six puppies in the first litter, the Co-owner can choose to pay additional puppies to *New Zion Shilohs*, 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. All shipping or delivery cost, in the event *New Zion Shilohs* cannot personally handle the puppies, will be absorbed by the Co-owner. 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 the responsibility of *New Zion Shilohs*.
4. In the event that the Co-owner is a licensed breeder (not LBIT), with the ISSR, the Co-owner can choose to sell the puppies personally, and the Breeder agrees to send any prospective customers when available. *New Zion Shilohs* will only charge 20% for any sales generated by their kennel. The Co-owner agrees to give full details to the Breeder as to weight, temperament, etc. and agrees that pupies must be priced as per SSDCA guidelines.
5. If the Co-owner chooses to have his/her puppy(s) sold directly from *New Zion Shilohs*, the puppies would be taken on consignment for no more than seven weeks. During that time, the Co-owner must advertise said puppies, at his/her cost, and refer all puppy inquiries to *New Zion Shilohs*. *New Zion Shilohs* will cover food and vaccination/booster costs. Furthermore, *New Zion Shilohs* will provide each puppy with our FULL guarantees (and other fringe benefits. These puppies would then be considered New Zion progeny and would be the responsibility of *New Zion Shilohs*. The Co-owner would then receive 50% of the actual sale price of the puppy(s), within ten days of sale/delivery of puppy.
6. If the Co-owner is NOT a licensed breeder/in training then all puppy sales must be handled by *New Zion Shilohs* as per the ISSR rules! Each puppy will be sold and guaranteed by the breeder but 50%

of the selling price of each puppy will be turned over to the Co-owner for his/her share of the litter, as per agreement.

### Legalities

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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 plus estimated value of lost progeny is to be paid promptly to the Owner/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. 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 *New Zion Shilohs* forthwith. Failure to return the Bitch under these circumstances, the Co-owner hereby gives the Breeder the following options:
  - A. The Owner/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
  - B. The Owner/Breeder can subject the Co-owner to liquidated damages in the amount of \$5,000.00, attorney's fees in the amount of \$2000.00, and the legal cost of bringing this action to enforce the terms of the contract.
  - C. In the event that said Bitch is used for any type of breeding outside of the ISSR (with puppies receiving fraudulent papers), the co-owner hereby agrees to pay the Owner/Breeder an agreed upon liquidation amount of \$10,000 to represent the potential progeny value that was lost from the ISSR gene pool.

***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:** \_\_\_\_\_

**Witness:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Witness:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Notary:** \_\_\_\_\_ **Date:** \_\_\_\_\_