

South Wind Stockdogs

South Wind Stockdogs Co-Ownership Sales Contract

This agreement is made (date) _____, _____, and is between the breeder (seller) and the buyer as named below:

Breeder (seller): Naomi Massey

Buyer: _____

This contract will remain in effect until such time as it has been fulfilled or terminated by the agreement of both parties.

Seller and Buyer are collectively known as "parties".

Buyer agrees to purchase from the seller a border collie. Sex: _____ Color: _____ Puppy Reg Name: _____ Puppy Call Name: _____

ABCA Reg # _____ AKC Reg # _____ Date of birth: _____

Sire: _____ Dam: _____

Sire Reg # _____ Dam Reg # _____

For the amount of \$XXXX

Payment in full must be made prior to you taking ownership of the Border Collie,

Terms:

This Border Collie is being sold under co-ownership terms. All South Wind Stockdogs puppies sold with full registration as a breeding prospect are sold on co-ownership terms. This simply means that the seller, Naomi Massey, will be more involved in medical and breeding decisions for this Border Collie. Seller will not interfere on a day-to-day basis in the puppy's life. All ordinary care and expenses of the border collie are the buyer's responsibility. Both seller and buyer will be responsible for half of purchase price *if seller chooses to use said dog in their breeding program*, half of genetic health testing price and half of OFA certification price, (these will be split between seller and buyer regardless if the seller uses the dog in their program). If the seller has decided to refund half of the purchase price they may use said dog whenever they like by agreement of both parties. Everything else regarding that breeding is as follows.

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This Border Collie is sold as a breeding prospect. The seller does not guarantee that it will turn out to be breeding quality, it simply implies that the puppy shows promise at this time. There will be no refund or exchange if the Border Collie does not turn out to be of breeding quality.

The seller will be happy to assist in any aspects of training or breeding of the dog.

If the puppy is a female and the buyer chooses to breed her after all proper Border Collie health testing is completed and clear and has been proven worthy of being bred, the seller will be consulted in the choice of stud. The health testing that is necessary for breeding is a genetic panel including all necessary tests for Border Collies, along with OFA hips, shoulders, elbows, CAER and BAER or hip testing equivalent such as PennHip.

The seller shall also be offered the opportunity to purchase a puppy from such breeding. If the seller chooses to use said puppy for their own breeding, the buyer will also have the opportunity to purchase a puppy from such breeding. If the seller is using the female in their own breeding program all fees (stud fee, transportation, feed, vet fees, etc.) incurred will ONLY be covered by the seller. Along with the bitch going to stay with the seller from time of breeding until the puppies are weaned.

If the above Border Collie is a male, the seller reserves the right to use him in their breeding program, at the convenience of both parties. The seller will be responsible for all costs and transportation involved in such use. The seller shall also be consulted about any stud service that is considered. Once approved by both parties, the bitch owner must sign a stud contract agreed upon by both parties. The stud fee will start out at \$800 and increase pending his accomplishments. The stud fee will be split evenly between both seller and buyer. ***only if the seller has paid in advance half of the purchase price to use said stud in their breeding program*.**

Under no circumstances is this Border Collie to be used for breeding to any non-registered Border Collie, any other dog breed, or to a Border Collie that has not had the appropriate health clearances, as well as being bred before the age of 2. If any of the above stated were to happen, the buyer _____ must terminate the pregnancy or terminate and spay the bitch. If the bitch has puppies the buyer _____ will be fined \$1,000/puppy to seller, Naomi Massey for voiding the co-own agreement.

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Buyer's Responsibility:

The puppy's care and health shall be the buyer's responsibility. However, as co-owners we shall be notified of any and all special medical needs of the puppy to help the buyer make the most informed decision possible. All medical bills, show, trial or event entry fees, registration fees and daily care shall be buyer's responsibility.

The buyer agrees to take good care of this Border Collie, feed and house the Border Collie properly, and maintain shots. The buyer agrees to give the Border Collie proper physical and emotional care and welfare. If the Border Collie is found to be neglected, abused or allowed to live in poor health or poor conditions the buyer agrees to return possession of the Border Collie to the seller with no refund to the buyer. The seller will not compensate the buyer for death, injury or loss of border collie due to theft, carelessness, recklessness, abuse, neglect or accident.

In the event the buyer is unable to keep this Border Collie for any reason, the buyer agrees to return the Border Collie to the seller, with no refund. The buyer agrees not to resell this Border Collie to any retail company or establishment, or to rehome the Border Collie in any way without consulting the seller.

Any changes to this contract must be in writing and signed by both parties. This contract and all of the terms above are agreed upon by the parties, and this is a binding and legal contract. The laws of the state of Texas apply, and if any disputes arise, and are litigated, the prevailing party is entitled to attorney's fees, costs, and any other relief granted by the court.

This document is the entire agreement between the parties and is valid and agreed to by all parties. **All parties have read and understood the entire contract and agreed in full by signing below.**

Seller (breeder): _____ Date: _____

Buyer: _____ Date: _____