

# Dalmatian Club of America Sample

## Co-ownership Sales Agreement

Dalmatian:	Whelped:	Sex:	Color/Markings:
AKC Registration #		Microchip/Tattoo #:	CHIC #
Sire:		Dam:	
Sire Registration #:	CHIC #	Dam Registration #	CHIC #
<b>Buyer/Co-owner:</b>		Telephone :	Email:
Address:			
<b>Seller/Co-owner:</b>		Telephone:	Email:
Address:			
Purchase price of co-ownership:			

### Terms of Co-ownership agreement of this Dalmatian:

We the above named Buyer/Co-owner and Seller/Co-owner do hereby agree to jointly own the above described AKC Dalmatian for the purpose of (circle all that apply):

- Show/conformation
- Performance competitions
- Companion animal
- Breeding AKC registered puppies.

This Dalmatian has been bred to enhance the type and quality of the breed according to the guiding principles of the Dalmatian Club of America. It is the product of appropriate and responsible breeding, handling, rearing, neurological stimulation, socialization, temperament testing, and veterinarian services. The Buyer/Co-owner and the Seller/Co-owner will both use every effort to maintain the health and welfare of the dog in accomplishing the intended goals. They together agree that the dog will be trained for the appropriate endeavors and the costs for any and all classes required in this training, and in the case of conformation, the disposition of any cost incurred for professional handling, show expenses or photographs will be determined in advance and agreed to by both parties. The Buyer/Co-owner and the Seller/Co-owner agree that these expenses will be paid by \_\_\_\_\_.

#### Seller/Co-owner's Obligations:

- Once the dog has achieved the above mentioned goals or other agreed upon title the Seller/Co-owner will determine whether the dog would be a good breeding prospect and whether the Buyer/Co-owner has the experience and accommodations to breed and raise a litter of puppies.
- The Buyer/Co-owner and Seller/Co-owner will mutually agree upon a mate for breeding but the Seller will have the final approval in selecting a suitable mate.
- The Seller/Co-owner will be available for advice in all matters concerning this Dalmatian throughout its lifespan.
- Should the Seller/Co-owner no longer wish to retain ownership the Buyer/Co-owner will be assigned sole ownership of the dog by the Seller/Co-owner.

#### Buyer/Co-owners Obligation:

- Provide for the expenses, housing, regular veterinary care, vaccinations as required by law, and training of the Dalmatian suitable for the intended purpose of the co-ownership. This includes

breed appropriate diet, exercise and hydration to promote good health, proper continued growth and development and lifelong prevention of urinary stone formation.

- Buyer agrees that this Dalmatian is a house dog and will not be chained or tethered outside, but will be hand walked or allowed to exercise outside within a fenced area. It will never be allowed to run free off the buyer's property or beyond the buyer's control.
- Buyer agrees that the above co-owned Dalmatian will not be bred to an untitled mate unless so agreed upon by the Seller/Co-owner.
- Buyer agrees that this Dalmatian will have the breed specific health testing recommended by the Dalmatian Club of America and the Canine Health Information Center done at the Buyer's expense including at least 3 of the following 4 tests: OFA hip x-rays or Penn Hip x-ray, BAER, and CERF or thyroid testing and that the results will be available and published prior to any breeding.
- The Buyer/Co-owner agrees that the dog shall NEVER be abandoned to a shelter, used as a guard dog or attack or protection trained.
- Buyer/Co-owner agrees that neither the Buyer/Co-owner nor the Buyer/Co-owner's estate/executors may sell this Dalmatian or transfer ownership of this Dalmatian. In the event that the Buyer/Co-owner, or his/her estate can no longer maintain this Dalmatian for any reason it must be returned to the Seller/Co-owner unless the Seller/Co-owner otherwise approves in writing an alternative placement. No compensation will be given to the Buyer/Co-owner if the dog is returned.

The Seller/Co-owner and the Buyer/Co-owner agree to the following conditions of breeding:

- The Buyer/Co-owner and the Seller/Co-owner agree that any mate for this Dalmatian must have had the same breed specific health testing recommended by the Dalmatian Club of America and the Canine Health Information Center which includes at least 3 of the following 4 tests: OFA hip x-rays or Penn Hip x-ray, BAER, and CERF or thyroid testing. They also agree that it is desirable that the mate have a good temperament, and have no evidence of stone formation, seizures, chronic allergy or other inheritable disease.
- Any breeding will be done with a breeding contract adhering to the Dalmatian Club of America Ethical Guidelines.
- Puppies resulting from the breeding of this animal will be placed following all of the DCA Ethical Guidelines including sales contract.

By affixing their signatures below, Seller/Co-owner and Buyer/Co-owner attest that they have read, understood and agreed to all terms of this contract and that it is a legally binding contract. Buyer and Seller agree to submit to the jurisdiction of any state or federal court in the State of \_\_\_\_\_, in any action arising out of or relating to this contract.

Signature of Seller/Co-owner: \_\_\_\_\_ Date \_\_\_\_\_

Signature of Buyer/Co-owner: \_\_\_\_\_ Date \_\_\_\_\_

**Disclaimer**

The Dalmatian Club of America is in no way responsible or liable, financially or otherwise, because of the use of this sample contract form by its members or by non-members who obtain and use it.

**Additions clauses you may want to consider for your contract:**

- Buyer and Seller will notify each other upon any change of address and /or contact information throughout this Dalmatian's lifespan.
- Buyer agrees to inform the Seller of any significant health or temperament problems during the lifespan of this Dalmatian.
- Buyer will be solely responsible for any other legal actions arising from this Dalmatian's actions and agrees to hold the Seller completely harmless in the event of any claim, lawsuit or legal action arising from the actions of this Dalmatian unless said Dalmatian is under the Seller's sole care at the time of the event.
- The Buyer/Co-owner agrees that the Seller/Co-owner may repossess this Dalmatian upon evidence of neglect and/or abuse at no expense to the Seller/Co-owner. And no refund of any monies will be made to the Buyer/Co-owner.