



Sterlen Dobermans Co-Ownership Contract

This agreement is made and entered into this _____ day of _____ 20__ by and between B. Gail Sterlen AKA Sterlen Dobermans (Seller), and _____ (Buyer), for the purpose of setting forth the terms and conditions of purchase by the Buyer of a fifty-percent (50%) co-ownership of a purebred Doberman from the litter whelped on (date) out of (dam) by (sire) with B. Gail Sterlen and Miriam Pike (collectively, Breeders).

For \$ _____, the Seller agrees to sell and the Buyer agrees to purchase a fifty-percent (50%) co-ownership of a female _____, male _____ show prospect puppy (Dog) from the litter described above subject to the following terms.

1. Co-ownership will be with one or more of the Breeders at the discretion of the Seller.
2. The Buyer is to retain full possession rights and assume full responsibilities and liabilities for the Dog including all costs of feeding, housing and veterinarian expenses except when the Breeders have temporary possession of the Dog. The Breeders are to be permitted temporary possession of the Dog at their request for the purpose of training, exhibiting, breeding, medical examinations, or other purposes deemed necessary by the Breeders. Neither party to this contract may sell or, in any other way, transfer ownership or possession of the Dog without written consent of the other parties. Each party to this contract will have the right of first denial in any change of ownership throughout the life of the Dog or until the termination of this contract. Each party to this contract also agrees to defend and hold harmless the other parties in the event of any lawsuit brought because of the actions of the Dog while in the sole possession of that party. The Buyer is to keep the Breeders apprised of the Buyer's current address and any change of address must be reported in writing within thirty (30) days of said change.
3. Breeders agree to exhibit the Dog at United Kennel Club (UKC) conformation shows at no charge to the Buyer until the Dog has earned a UKC Championship. Breeders will be responsible for all entries and expenses for the shows the

Breeders choose to enter. Breeders have no obligation to exhibit the Dog or pay for any show entries or expenses in any other venue or for shows the Breeders did not enter. Buyer is solely responsible for all entries and expenses for shows which the Buyer enters including UKC conformation shows.

4. Seller warrants that the above described Dog is a purebred Doberman registerable with the American Kennel Club (AKC) and the UKC. AKC Registration papers will be provided to the Buyer as of the date of the completed purchase, together with a true copy of its pedigree. UKC papers will be forwarded to the Buyer once they are received by the Seller from the UKC. Buyer will be listed as primary owner on the registration certificate(s). One or more of the Breeders will be listed as co-owner on the registration certificate(s) at the discretion of the Seller. Buyer will not register the Dog with any other registry without express written permission from Seller.

5. Seller warrants that the above-described Dog is in good health at the time the Buyer assumes possession. A health record of all shots and wormings will be provided by the Seller. Buyer agrees to have the Dog examined by a licensed Veterinarian with two (2) days (not including weekends and holidays) of receipt of the Dog.

If, as a result of the examination, the Veterinarian determines that the Dog is not in good health then the Buyer shall elect to keep the Dog or return the Dog to Seller for a refund of the purchase price. Any vet bills are the sole responsibility of the Buyer and no money will be reimbursed by the Seller or Miriam Pike to the Buyer for any vet bills. If the Buyer elects to return the Dog, the Buyer shall, within four (4) days of taking possession, return the Dog and registration papers with necessary signatures to the Seller and provide the Seller a written Veterinarian's certificate stating that the Dog was in ill health when examined. Upon receipt of the Dog, registration and Veterinarian certificate, the Seller shall be obligated to refund all monies received from the Buyer toward the purchase price of the Dog, and further performance under this contract shall be null and void. No refunds will be issued after the fourth (4th) day of purchase unless the Buyer and Seller mutually agree in writing to a specific date after the fourth (4th) day.

6. Co-ownership of the Dog will be transferred to the Buyer for the sale price of \$_____ to be paid as follows: \$_____ deposit on execution of the Agreement with the balance of \$_____ to be paid on or before the Dog leaves the Seller's premises. If the balance is not paid by _____, this Agreement shall be cancelled and the Buyer forfeits the deposit given hereunder.

Conditions Applied: Should the Seller not have the gender, color or quality stipulated in the Receipt & Holding Agreement signed by the Seller and Buyer, the Seller will refund the Buyer's deposit in full.

7. Seller has determined that the Dog described above to be a "show prospect." Show prospect shall be understood to mean that no

disqualifying faults as defined in the standard are evident at time of sale and further that no genetic disorders are immediately apparent. In such case, the Seller shall provide Buyer with an AKC Registration Certificate with full breeding rights. Buyer will be listed as primary owner. One or more of the Breeders will be listed as co-owner.

8. If Dog is male, the Seller retains the right to use said Dog at stud on any female owned, co-owned or leased by the Seller, with the understanding that no stud fee or other consideration will be paid to the Buyer by the Seller. This provision shall be limited to 4 litters per year that result in a minimum of 2 surviving pups per litter.

9. If the Dog is female, the Seller retains the right to breed said Dog first. Seller is only entitled to one live litter. A live litter will be defined as 2 surviving puppies. Seller must breed the Dog prior to the Dog turning three and one half (3½) years of age or the Seller forfeits rights to use this Dog for breeding. Seller will own litter in its entirety and the Buyer will sign an AKC lease agreement prior to breeding to last through weaning of the litter. Dog will remain in possession of the Seller after breeding and until the litter is weaned. Once the litter is weaned, the Dog will be returned to the Buyer. Seller is responsible for all costs associated with the litter and care of the Dog while in possession of the Seller.

10. Seller/Breeders are not entitled to any proceeds received or responsible for any expenses incurred for any breedings of the Dog arranged by the Buyer. If the Dog is female, Seller/Breeders will sign an AKC lease agreement prior to breeding to last through weaning of the litter making the Buyer sole breeder and litter owner provided the Buyer adheres to all provisions in this contract. Buyer is responsible for filing the lease agreement with the AKC and paying all fees associated with the filing of the agreement.

11. Buyer agrees not to breed the Dog until the following conditions have been met. Buyer is solely responsible for the cost of health screenings listed below.

a) Dog is at least eighteen (18) months of age.

b) Dog has earned an AKC or UKC title in conformation or obedience or the Buyer has received express written permission from the Seller waiving this provision.

c) If the Dog is over two (2) years of age at time of breeding, the Dog has received a hip certification of fair or better from the Orthopedic Foundation for Animals (OFA). If the Dog is at least eighteen (18) months of age but less than two (2) years of age at the time of breeding, OFA preliminary findings of good or better are acceptable provided the x-rays were not taken before the Dog reaches eighteen (18) months of age.

d) Dog has been tested to determine Von Willebrand status.

e) If the Dog is female, the Dog may not be bred by the Buyer until the Seller has used the Dog for breeding purposes as stated in provision nine (9) of this document.

12. Buyer understands that the health screening requirements above are the minimum amount of testing that must be completed prior to breeding the Dog. Seller strongly encourages the Buyer to complete all health screening recommended by the Doberman Pinscher Club of America (DPCA) prior to breeding the Dog. Buyer is solely responsible for the cost of all health screenings.

13. Buyer agrees to only breed the Dog to males or females that meet the following conditions.

a) Male or female is at least eighteen (18) months of age.

b) Male or female is a purebred Doberman registered with the AKC and does not appear on the AKC's Z-list for white or white factored Dobermans.

c) Male or female is not registered with the Continental Kennel Club (CKC).

d) Male or female has received a hip certification of fair or better from the Orthopedic Foundation for Animals (OFA). OFA preliminary findings of good or better are acceptable if the male or female is under two (2) years of age at the time of breeding provided the x-rays were not taken before the male or female reached eighteen (18) months of age.

e) Male or female has been tested to determine Von Willebrand status.

f) Male or female has been tested and found negative for brucellosis prior to breeding.

14. Buyer agrees that he/she will not sell this Dog's offspring to any agent, broker, commercial breeder, pet store or guard dog business.

15. Buyer agrees not to neuter or spay the Dog without written permission from Seller.

16. Buyer agrees that the Dog will reside at the home of the Buyer, have access to a physically fenced yard, not be chained or tethered, and will be provided with proper housing, a good quality diet, annual shots and exercise. Buyer also agrees that this Dog will not be used as a guard dog for any business and will sleep inside of Buyer's residence at night.

17. Buyer agrees that if the Buyer is not able to care for the Dog in any area of it's life at any time, which includes proper housing, training, veterinary

care, or the Buyer's lifestyle changes and the Dog no longer has a place in it, then the Dog and registration certificate(s) with appropriate signatures are to be returned to the Seller at the Buyer's expense for placement by the Seller. No monetary compensation will be offered to the Buyer.

18. Buyer agrees in naming this Dog (AKC and UKC registered name), the Seller's kennel name must appear in the prefix of the registered name (Example: "Sterlen's XXXX XXXXX XXXX"). If the Dog has been previously registered, the Buyer agrees not to change the registered name.

19. Buyer agrees to pay the Seller any and all expenses, including court costs and reasonable attorney fees, in enforcing the terms and provisions of the Contract.

20. Should the Buyer be unable or unwilling to fulfill any of the above provisions, the Buyer agrees to return the Dog and registration certificate(s) with appropriate signatures to the Seller at the Seller's request. Should the Buyer refuse to return the Dog, the Buyer hereby authorizes the Seller to pick up and remove the Dog from the Buyer's control.

21. Seller neither makes or implies any warranties or guarantees, express or implied, other than those written in the agreement including, without limitation, the warranties of merchantability and fitness.

22. This contract shall be governed under the laws of the State of North Carolina. Any conflict of issues, either in equity or law, shall be adjudicated in Wake County, State of North Carolina.

This Agreement is made and signed by all parties to insure the well being and protection of this Dog. If the Buyer breaches any part of this Agreement, the Seller/Breeders are released from any obligations under this Agreement.

By: _____

Date: _____

Print Name: _____

Seller/Breeder

By: _____

Date: _____

Print Name: _____

Co-Breeder

By: _____

Date: _____

Print Name: _____

Buyer