

# Sunshine Shilohs

## Puppy Sales Co-Ownership Contract

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Anita Tricoli, as a responsible breeder will retain Co-Ownership on all puppies sold by Sunshine Shilohs, herein referred to as the “Breeder & Co-Owner” and \_\_\_\_\_, herein referred to as the “Buyer”, do hereby agree to abide by the terms of this contract and consider it legal and binding and in force and effect, from the time the puppy leaves the premises of Sunshine Shilohs from (1) one year of purchase on pet quality puppies and dogs or from (1) one year of purchase or (2) two years of age on puppies that are Upgradable by meeting all health testing requirements for puppies deemed to be breeding/show quality by the Breeder & Co-Owner.

### **BREEDER & CO-OWNER RESPONSIBILITIES**

In consideration of the sum of \$1,800.00, the Breeder & Co-Owner conveys unto the Buyer the below described dog under the following terms, conditions and warranties:

1) Said animal is assumed to be in good health, having received all necessary immunization and worming required for its age at the time of sale. Said puppy or dog has been offered for sale free from the following: Canine Distemper, Bordetella, Parainfluenza, Hepatitis, Parvo/Corona (*as covered by current Parvo/Corona vaccine*), Rabies (*if dog is over 3 months of age*), Roundworms and Hookworms.

2) Provide Buyer (3) three days following sale opportunity to return puppy or dog if a veterinarian certifies that, at the time of sale, the animal was unfit for purchase due to illness, contagious or infectious disease, internal or external parasites (*excluding fleas or ticks*) or within (1) one year following the sale, animal exhibits congenital or hereditary disorders which adversely affects the health of the animal; or if within (1) one year following the sale, the breed, sex or health of the animal is found to have been misrepresented to the Buyer, the Breeder & Co-Owner shall afford the consumer the right to choose one of the following options:

- **-A:** Return animal and receive refund of purchase price.

- **-B:** Return Animal and Receive an exchange dog of Breeders choice of equivalent value.

3) Please note the following stipulations regarding your Sunshine Shilohs puppy sale:

- Sunshine Shilohs reserves the right to an in house examination of any dog or puppy before it is replaced for any reason. Shipping and board will be at the owner’s expense.
- Owners are responsible for keeping Sunshine Shilohs current and informed as to any potential problems or concerns they may have regarding their puppy or dog’s health and welfare.
- No surgery is to be done on any Sunshine Shiloh puppy without permission in writing by me (unless a crisis situation and puppy or dog’s life is in jeopardy) this does not include spay/neuter surgery for pet quality puppies. Written proof from a licensed veterinarian must be signed and mailed to Sunshine Shilohs at address on this contract as proof of spay/neuter.
- Sunshine Shilohs reserves the right to disqualify any advice, treatment, technique, or such things that we feel are not in the best interest of the dog and/or our breeding program.
- Sunshine Shilohs reserves the right to have their Veterinarian or a Veterinarian approved by Sunshine Shilohs to examine any puppy said to have any health problems. There have been costly and unnecessary procedures done, or suggested on Shiloh Shepherd puppies due to the lack of veterinarian’s knowledge of this breed.

- Sunshine Shilohs hereby agrees that said dog will be sold at a minimum of eight weeks old, unless exceptional circumstances exist and will have a current health certificate as mandated by Florida state law.

4) Reservations for Sunshine Shiloh Puppies: A \$500 Non-Refundable Deposit, is for insuring your position on a particular litter, although other arrangements may be made. The goal of Sunshine Shilohs is to improve the Shiloh Shepherd breed and our breeding program is carefully planned accordingly. Because of over breeding practices and too many unwanted puppies, by you placing a Deposit with Sunshine Shilohs this will determine when Sunshine Shilohs will breed another litter. We want to make sure our puppies are going to a good home for their entire life time. We will only breed when we have several commitments made and thus there will be absolutely no cash refunds of Deposits. No personal checks will be accepted for payment within 21 days of the delivery or pick up of your puppy from Sunshine Shilohs. Money order, cashier's check or cash will be accepted at any time.

- a) In the event that you have prepaid for a puppy and choose not to take it, your monies will be moved to the next available position on the next available litter.
- b) If for any reason you fail to take you're agreed upon puppy when it is ready for shipment you will be charged a weekly boarding fee of \$50.00 for each week the puppy remains at Sunshine Shilohs until it is shipped to you.
- c) If we have a puppy that meets your requirements and at shipping time you decide for whatever reason that you prefer to wait for another litter, you will automatically forfeit \$100.00 of your Deposit. The remaining balance of your Deposit will be credited to you for a puppy from the next available litter.
- d) If for any reason the bitch that is being bred does not conceive, you will have the choice of moving to our next available litter or waiting for her next breeding.
- e) Sunshine Shilohs cannot always guarantee that a specific color, coat type, sex and temperament will be available in every litter. If any of the above do not meet your specific requirements in the litter which you have reserved your puppy, your deposit will be moved to our next available litter if you decide that you wish to wait to get what you specified.

5) To reserve your pick of a puppy is strictly based on a Deposit basis unless otherwise noted. First Deposit will go to first pick puppy, 2<sup>nd</sup> Deposit will go to 2<sup>nd</sup> pick puppy, etc..Sunshine Shilohs will determine by communicating with you what you are looking for in a dog and do our very best to meet these expectations. I will communicate with you from birth to find out what you want in a dog and compare this to what is in the litter. At 4-6 weeks of age we will narrow down as to what conformation, color, coat type and temperament you desire. Pictures will be made available of the puppies during this time as well, by the 7<sup>th</sup> week we should know which puppy is best suited for you. Final determination will be the Volhard Puppy Aptitude Test which will grade the puppies as to their temperament, socialization, sensitivity to touch, sound and light as well as their structure. This along with our observations will help us to place the best possible choice of puppy with you. You are always welcome to come and pick your own puppy out as your position with deposit on the litter allows.

- a) Sunshine Shilohs reserves the right to refuse puppy placement with any buyer at any time. This is the only time that the cost of your puppy may be refunded to you.
- b) Sunshine Shilohs as the Breeder & Co-Owner will decide which puppies may be Upgraded to breeding/show quality depending on the quality of puppy. No puppies with disqualifying faults as to the Shiloh Shepherd breed standard, any health problems as set out by the TSSR or NSBR registry or temperament issues will be Upgraded to breeding/show quality.

6) Sunshine Shilohs reserves the right to refuse a sale to anyone. All puppies sold will be sold on a Co-Ownership Contract only with the Buyer and Breeder & Co-Owner will be named on any and all registry paperwork. If for any reason Buyer is not able to keep said puppy it will be given back to the Breeder &

Co-Owner and will not be given to any family member, person or taken to a shelter. Under no circumstances shall said puppy be given or sold to any institution for any form of medical testing.

7) Shipping or Delivery will be after the age of eight (8) weeks of age. Please be prepared to accept your puppy during this time frame and as soon as we can make arrangements we will ship or deliver your puppy.

- a) Your Sunshine Shiloh puppy will be shipped with complete health records including the veterinarian Certificate of Health, detailed care instructions, and a supply of current kibble to last few days. All of this will be discussed with you prior to this time of shipping.
- b) Scheduling flights is somewhat tricky and must be done with the best interest of the puppy being first and foremost so please be patient. We will do our best to arrange flights to fit your schedule as best as possible. Our first priority is to book a direct flight if possible, as this is better for the puppy. If due to weather problems, delays, cancellations, etc. sometimes last minute changes will be necessary to our shipping plans. We will maintain in contact with you as to: when, by which airline and all other details of shipment. Once puppy is safely on route you will be notified as soon as possible so that you may make the appropriate arrangements to pick up your puppy from the airport.
- c) Sunshine Shilohs will use counter to counter priority handling if at all possible. Each individual airline has their own name for this (*USAIR is PDQ, Delta is Delta Dash*) the airlines require these services to be paid in advance at the departing airport. This means that at least 10 days prior to shipping you must send to Sunshine Shilohs the full cost of shipping including any taxes and cost of shipping crate. Cost of shipping is dependent on how far puppy is travelling and size of crate required, remember as puppy gets older it will require a larger crate and be more expensive to ship.
- d) If you choose to send a crate to us for shipping we require it at least one (1) week prior to shipping date. A minimum size of 200 series, airline approved is usually sufficient, but will have to be confirmed by airline prior to this. Your crate must also have food and water cups as required by federal aviation law. If your crate is not clean, complete and in good physical condition, Sunshine Shilohs will not use it and it will be your responsibility to cover any shipping costs to get your crate back. You will also be responsible to cover the cost of the new crate that was used to ship your puppy out to you.
- e) If at all possible and both parties are agreeable Sunshine Shilohs will deliver your puppy to you at a location and time that will be agreed upon by both parties. You will be responsible for covering a pre-determined delivery fee that must be paid by cash, cashier's check or money order upon delivery of your puppy.

8) Females: If your female is deemed by Breeder & Co-Owner to be of breeding/show quality and the Upgrade Fee is paid in full to Breeder & Co-Owner and all TSSR or NSBR registry breeding requirements are met and passed the Breeder & Co-Owner will amend this contract and the puppy will then be issued a Breeding Certificate.

- a) Her first breeding will be to a stud dog that is agreed upon by both parties. If both parties cannot agree on a stud dog, then Sunshine Shilohs reserves the right to choose the stud that it feels will be the most beneficial stud towards the betterment of the Shiloh Shepherd breed.
- b) Buyer is responsible for the stud fee and all other expenses.
- c) Bitches will be bred on the first heat cycle after she is twenty four (24) months of age and all TSSR & NSBR registry health testing requirements are met and passed, unless agreed upon by both parties.
- d) All health testing as required by the TSSR registry health testing is to be done at the expense of the Buyer.

- e) Sunshine Shilohs will receive 2<sup>nd</sup>, 4<sup>th</sup>, 6<sup>th</sup> pick etc, from this breeding with a maximum of three (3) puppies being received by Breeder & Co-Owner unless a different agreement is made by both Breeder & Co-Owner and the Buyer, and the said Amendment Agreement must be made in writing and signed and dated by both Breeder & Co-Owner and the Buyer and copies will be retained by both parties.

9) Males: If your male is deemed by Breeder & Co-Owner to be of breeding /show quality and the Upgrade Fee is paid in full to Breeder & Co-Owner and all TSSR or NSBR registry breeding requirements are met and passed the Breeder & Co-Owner will amend this contract and the puppy will then be issued a Breeding Certificate.

- a) Sunshine Shilohs will maintain stud rights on him, either indefinitely, or for an established number of breedings. And we will have the right to have his semen collected and frozen at our expense.
- b) You agree to show the said male as often as possible and try to achieve a Championship Title on said male.
- c) You agree to never breed this dog to any bitch without prior approval in writing from Sunshine Shilohs.
- d) You retain all stud fees paid to you for your approved stud services.

## **BUYER RESPONSIBILITIES**

1) It is the Buyers responsibility to maintain the vaccination schedule and heart worm prevention as directed by your veterinarian.

2) The Buyers hereby agrees to keep their Shiloh Shepherd safe by always walking on lead and never allowing them to roam free. A fenced yard is a pre-requisite to Shiloh Shepherd ownership.

3) All puppies sold by Seller & Co-Owner shall be sold on Spay/Neuter Co-Ownership Contract only and puppies must be spayed or neutered by seven (7) months of age and written certification from licensed veterinarian office must be provided by mail to Seller & Co-Owner at address listed on this contract. Buyer must Upgrade to breeding/show status by meeting all health testing as set out by the TSSR or NSBR registry must be met and passed. Breeder & Co-Owner will determine if puppy is free of any disqualifications from the Shiloh Shepherd breed standard, temperament and conformation evaluated before dogs are used for any breeding purposes.

4) Buyer hereby agrees that said dog, for whatever reason, notify the breeder if they can no longer care for the dog. The breeder will then take the dog back or work with the owner to find a suitable home. At no time should said dog be taken to a shelter or placed with any other person or family member.

5) Registration of your Sunshine Shiloh puppy is one of the most important things for our breed, our kennel, yourself and the guarantee of your puppy. It is our desire to protect and to perfect this breed and we must document all dogs. Being a privileged Breeder & Co-Owner we must strive for producing genetically sound and purebred Shiloh Shepherds. As the Buyer it is your responsibility to help us with this, please carefully read this and understand that by your signature on this contract you are agreeing to these requirements.

- a) If you fail to properly register your puppy your puppy guarantee will be null and void.
- b) You may also be sued for liquidated damages if your puppy is not properly registered deeming you in breach of your Co-Ownership Contract. Sunshine Shilohs could then take back full ownership of said puppy.

c) Sunshine Shilohs asks that you update them with pictures that are good quality as to show the conformation, expression, profile, etc.. With these pictures we can evaluate how your puppy is developing, but feel free to send the other fun photos as well, we love them too.

d) We'd like to have progress reports on all puppies via phone, email, letter, video, visit to the kennel or I may visit you.

6. If the Buyer does not follow this contract they will owe the Breeder & Co-Owner \$4,500.00 to cover for puppies or stud services that were owed back to Breeder & Co-Owner.

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I have read, understand and agree to all the Policies in this contract. I fully understand this is a legal and binding contract and choose to enclose \$\_\_\_\_\_ Deposit for a (*please circle one*) Male / Female, Plush / Smooth, Color \_\_\_\_\_, out of \_\_\_\_\_, Position of Pick\_\_\_\_\_.

**BUYER(S) NAME:** \_\_\_\_\_

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

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_ **PHONE:** \_\_\_\_\_

**BUYER(S) SIGNATURE:** \_\_\_\_\_

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

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**BREEDER NAME:** Anita Tricoli

**EMAIL:** *harleyforstud@bellsouth.net*

**ADDRESS:** \_\_\_\_\_ **PHONE:** 305-335-8864

**BREEDER SIGNATURE:** \_\_\_\_\_

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

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

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

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