

EVERGREEN GUNDOGS



CO-OWNERSHIP AGREEMENT

Brandon Smith with Evergreen Gundogs, herein after referred to as the co-owner, agrees to coownership of the following puppy with _____, herein after referred to as the primary owner.

The intent of this agreement is to provide both parties with a quality Pudel pointer for field trials, hunt tests and hunting that will hopefully be included in the Evergreen Gundogs breeding program. Ownership of this dog, listed below, remains the equal property of Brandon Smith of Evergreen Gundogs and _____, for the period of its life and for the period any frozen semen remains viable.

CO-OWNER INFORMATION

Name: Brandon Smith

Address: 444 E Alder Dr. Sedro-Woolley, WA. 98284

Phone: (425)280-4921

Email: EvergreenGundogs@gmail.com

PRIMARY OWNER INFORMATION

Name: _____

Address: _____

Phone: _____

Email: _____

DOG INFORMATION

Registered name: _____

Call name: _____

NAVHDA registration number: _____

Sex: _____

PRIMARY OWNER OBLIGATIONS AND RESPONSIBILITIES

- Primary owner must provide the puppy/dog an INDOOR environment. No dogs that are part of Evergreen Gundogs may be strictly outdoor pets. Also, no dog will be chained or tied out as primary means of outdoor exposure (except for using a tie-out during hunting training in a group with an experienced professional).
- Primary owner agrees to provide a life-long commitment, comfortable environment, prompt medical attention, proper grooming and responsible care. This includes keeping the puppy/dog parasite free and up to date with vaccinations, nail trimming, healthy teeth, proper nutrition, which consists of a good quality kibble given at regular intervals, and fresh water available at all times. The Primary owner promises to provide a safe environment for the dog, and never allow the dog to roam freely without proper fencing or supervision. Primary owner agrees to keep the puppy slim throughout pup's normal growth period (2 years).
- Primary owner agrees to keep the young puppy less than 16-18 weeks of age away from the ground or floor of public places such as pet stores, dog parks, groomers, and vet offices until the DHPV series is complete.
- Primary owner agrees to socialize/train puppy throughout its lifetime. An obedience class is highly recommended between 4-6 months of age. Training/socialization responsibilities include: proper housetraining, dog should be reliable within 6-months. Crate, leash and basic obedience ('come', 'sit', 'stay', not jumping on people, dashing out through doors, etc.) training.
- Primary owner agrees to be the lead trainer for basic hunting commands including; Whoa and beginning steadiness on birds, beginning heeling, and steady by blind, basic retrieving as well as introduction to gun and birds. Advance hunting training will be the responsibility of both owners.
- Primary owner is fully responsible financially for basic health care, veterinary care, food, housing ETC. while the dog is in possession of the primary owner. The intent is for the primary owner to have the dog in possession for the majority of its life. The primary owner must keep the dog in possession until the dog passes or both parties agree to letting the dog live with a third party.
- Primary owner agrees to assist with transportation to hunt tests, training and for use as a hunting dog. The co-owner may need to have the dog for several months prior to hunt tests in order to prepare the dog for the test. The primary owner agrees to allow the co-owner to keep the dog for at least one week during the hunting season to use the dog to hunt wild birds and to evaluate the dog's level and abilities.

- Primary owner agrees to notify co-owner of any change of address and/or telephone number during life of dog.
- The above dog is purebred and will be registered with the NAVHDA. The pedigree is true and correct to the best of everyone's knowledge. All other bodies the dog may be registered with, the Co-owner must be consulted with prior to and once agreed, must be included on all documentation. Altering or omitting any portion of the dog's registered name is not permitted.
- If the primary owner has the dog neutered at any time without the written permission of the Co-owner, the primary owner will owe the Co-owner \$3000 and all legal costs associated with collecting that payment. This would only occur if the primary owner or his agent deliberately neutered the dog and would not include any type of emergency surgery or accident.
- Under no circumstances is this dog to go to a shelter or to be farmed off to another home. If the primary owner can no longer keep the dog, the dog must be given to the co-owner unless a written agreement is signed by the both owners stating the dog/puppy can be sold or housed with a third party.

CO-OWNER OBLIGATIONS AND RESPONSIBILITIES

- In the event the primary owner sells his home during the first year of the dog's life and needs the co-owner to house the dog, the co-owner agrees to do such at no cost to the primary owner. In this case the co-owner would temporarily take the role of primary owner until the primary owner had relocated and had a safe place for the dog to live.
- While the dog is at co-owner's residence all food and vet bills will be covered by co-owner. If a catastrophic health issue occurs and there is time to do so, both owners must agree to best course of action.
- Co-owner will give guidance on training, exercise and health care of the dog.
- Split 50/50 the costs associated with registration, DNA and attendance of NAVHDA hunt tests including NA and UT with the goal of prize 1 in both. If both parties agree to attempting for a versatile champion title that would be a shared cost including transportation and registration.
- Provide primary owner with dog care support when requested for the life of the dog.
- Co-owner will promote the dog on his website, as breeding stock in the Pudelpointer alliance, in advertisements in the VHD and through social media.

- In the event the dog does not pass the basic health, personality or hunting screening requirements the dog should be neutered or sold and this partnership agreement would be dissolved. This would have to be agreed upon by both parties. If the dog is sold the profits of the sale would be split equally.

SHARED OBLIGATIONS AND RESPONSIBILITIES

- All shared costs will be paid to the owner who bears that cost within one month of the cost being incurred and receipt provided to other owner. If one of the owners is not paying that owner will also be required to pay any legal fees to collect that payment.
- Both owners will share the purchase cost of the puppy 50/50.
- Both owners will share the costs of health screening 50/50 such as a Penn-hip test. Also where applicable; semen testing or collection, any medication directly associated with breeding potency etc. would also be shared costs.
- Advanced training and preparation for hunt tests and trials is the responsibility of both owners but may be arranged for the primary owner to do so if both parties agree. Co-owner may need dog for up to one month before hunt tests if he is doing the hunt testing.
- If either of the owners die or become incapable of caring for the dog the other owner would become the sole owner of that dog and any frozen semen. Ownership is non-transferrable and is only between the co-owner and primary owner unless a change is agreed upon by both parties.
- Should the dog die of natural causes or accidental causes while in the possession of either party this agreement shall terminate unless there is viable frozen semen or unpaid debts. Neither party has any recourse in an accidental death situation if the dog dies under the care of one owner the other owner is owed nothing as accidents happen with dogs.
- Frozen semen if applicable would be a shared cost and shared ownership.
- Breeding decisions will be made by the Co-Owner. The primary owner will be in the loop on the breeding to take place and will not take place during hunting season. Breeding will only occur with females who have met the minimum requirements with Evergreen Gundogs and health tested with a minimum of hips and a proven wild bird hunter.
- In the case of selling the dog. Both parties must agree to sell the dog and profits would be split equally. If only one party wants to sell and the other does not the other could buy out the partnership for \$3000 and sell the dog or become sole owner.

- If the dog is unstable, dog or human aggressive, unmotivated hunter, unhealthy, genetic health issues or simply not a good representative of the breed the owners would need to agree on a course of action such as neutering and selling or homing in an environment that would it would be successful in.
- Stud fees will be shared 50/50. If one of the owners would like to keep a puppy in Lou of a stud fee they must pay the other owner half of the stud fee. If breeding to an Evergreen owned stud the primary owner will pay half the cost of a puppy to the Co-Owner.
- If it's a male, the primary owner may be asked to host a breeding at their residence or take the dog to the vet for semen collection. Any reasonable direct costs would be shared costs with the co-owner.
- For Co-owned Females, the profits from the puppies will be split 50/50 after all stud fees are paid for. All warranty claims from Puppy buyers will be split 50/50.
- Co-owner agrees to handle all the whelping and raising of the puppies unless otherwise agreed upon. Co-owner agrees to find lasting quality hunting homes for each puppy.
- This document may be modified with a written agreement signed by the primary owner and Co-owner. Reasons for modification may include, but are not limited to, geographical limitations, life changes, health and suitability or temperament of dog.

LEGAL

- All parties understand this is a legally binding contract and is under the jurisdiction of the State of Washington. All disputes will be resolved in the state of Washington in a court of Co-owner's choice. Primary owner has read the agreement in its entirety and understands it fully. Primary Owner agrees to the terms within this contract.

Name of Co-owner: Brandon Smith (Evergreen Gundogs)

Signature of Co-owner: _____

Primary Owner: _____

Signature of Primary Owner: _____

Date: _____