



Co-Ownership Sales Agreement For Standard Japanese Akita

BREEDER

Name: Claire Matthews

Address: 5825 Lincoln Ave Suite D #104

City, State/Prov: Buena Park, CA 90620

Phone number: 1-661-KAIJUSO (1-661-524-5876)

Email address: info@kaijukennels.com



CO-OWNER

Name: _____

Address: _____

City, State/Prov: _____

Phone number: _____

Email address: _____

DOG

Registered name: _____

Registration number: _____

Permanent identification: _____

Sire name and identification: _____

Dam name and identification: _____

Whelp date: _____

Gender: _____

Color: _____

CONSIDERATION

Breeder agrees to sell 50% ownership and full possession of the Dog identified above for the sum of _____ plus 8.125% California sales tax. PayPal or credit card payments will incur an additional 3% transaction fee to be paid by the Co-Owner.

A \$300 non-refundable acceptance fee was paid by the Co-Owner on _____. Receipt of this fee is required to confirm the Co-Owner's candidacy for a puppy. This advance payment will be deducted from the total sum, but is not refundable in the event of a withdrawal or return. It is payable within two weeks of an candidate's acceptance. The acceptance fee will be returned or may carried over to a future litter if no puppy is offered to the candidate.

This agreement is accompanied with a reservation fee of _____ towards the total sum. The Dog will be reserved until _____. At that time, the balance of the purchase price must be paid in full or the acceptance fee and reservation fee are forfeit and alternate arrangements will be made for placement of the Dog. Payment in full, including all fees and considerations, must be made by the Co-Owner prior to taking possession of the Dog.

Co-Owner is responsible for all transportation costs to and from Kaiju Kennels for the Dog or any replacement, including but not limited to airfare, crate, quarantine documents, and other necessary arrangements. Breeder agrees to make one trip to LAX, LGB, or SNA airport to deliver the Dog at no cost. Additional trips to the airport or other travel will incur a minimum \$25 fee plus mileage.

CO-OWNERSHIP

Breeder will retain 50% ownership and full breeding rights of the Dog until the terms of this agreement have been fulfilled. Co-Owner shall have full possession and assume full responsibilities and liabilities for the Dog. The Breeder is to be permitted temporary possession of the Dog by request for the purpose of breeding, exhibiting, medical examinations, or other uses deemed necessary by the Breeder. Co-Owner has the right to refuse to ship the Dog or allow it to travel away from its home if the request is not made at least 30 days in advance.

Breeder will relinquish full ownership of the Dog at seven years of age or after it has beget ____ litters arranged by the Breeder, whichever comes first. A litter shall constitute three live puppies that survive 48 hours after birth. Co-Owner does not have the right to breed the Dog without the Breeder's permission or to an animal the Breeder does not approve of. If bred outside the stipulations of this agreement, Co-Owner must pay the Breeder a \$2,500 penalty and forfeit possession of the Dog immediately.

All expenses associated with showing and breeding the Dog will be paid by the Breeder, including but not limited to transportation and travel for the Dog or the Breeder, show entry, litter registration, OFA evaluation for hips, annual CERF certification against eye diseases, Brucellosis test prior to breeding, all aspects of artificial insemination, and veterinary exam fees associated with the aforementioned. All revenue earned by the Dog from showing or breeding shall be paid to the Breeder.

Dog is to remain intact for breeding purposes or until such time that the Breeder determines the Dog is unfit. At that time the Breeder may require the Dog be sterilized at the Breeder's expense. Otherwise, the Dog may not be spayed or neutered by the Co-Owner except for medical reasons. Co-Owner must fax the relevant medical information to the Breeder and receive written consent prior to the operation. Sterilization without the Breeder's consent or willful or neglectful damage to the Dog that permanently prevents it from being bred will incur a \$5,000 penalty to be paid immediately.

Co-Owner will be responsible for all expenses for the daily existence and well being of the Dog. This includes all veterinary expenses except for those related to breeding or accrued while in the Breeder's care. Dog shall never be denied life-saving medical treatment and if the Co-Owner cannot afford the treatment, the Breeder may choose to cover the cost. In such a circumstance, the Co-Owner agrees to forfeit ownership and possession of the Dog to the Breeder without refund.

Any procedure which involves sedation or painkillers requires verbal or written consent from the other party. Both the Breeder and Co-Owner must be in agreement to euthanize the Dog for any reason. Euthanization without consent will result in the offending party paying a \$5,000 penalty to the other.

STANDARD QUALITY

Dog has been evaluated by the Breeder, who certifies it to be free from all disqualifying faults listed below. If this dog develops any of these faults by way of genetic inheritance before 30 months of age, the Co-Owner will then be entitled to a refund or replacement. Dogs sold as standard quality are eligible for a partial refund if the Co-Owner elects to keep the dog after it develops one of these faults.

- Long coat
- Drop ears
- Sickle tail
- Butterfly nose
- White collar
- Severe overbite or underbite
- Monorchid/cryptorchid
- Insufficient height at 30 months

REGISTRATION

Breeder guarantees that the Dog is a purebred Japanese Akita and registerable with Akitainu Hozonkai (AKIHO), United Kennel Club (UKC), or other applicable registry. A true copy of its pedigree shall be given to the Co-Owner on the date of purchase, or proof of registration provided if the pedigree has not yet been issued. Upon the pedigree's issue it will be forwarded to the Co-Owner promptly.

Dog will bear the registered name above, which must include the suffix "Kaijusou". Co-Owner does not have the right or approval to change the registered name of the Dog. Furthermore, the Dog will be permanently identified by microchip prior to leaving the Breeder.

Co-Owner may enter the Dog into conformation shows or other events for which the dog qualifies at the Co-Owner's discretion. Co-Owner is not required to show the Dog but must allow the Breeder to take the Dog to two shows of the Breeder's choosing per year. Due to the difficult nature of grading puppies at a young age, no guarantees can be made as to the titles the Dog may earn as an adult.

Subject to eligibility, the Dog will have full registration with the UKC and include both the Breeder and Co-Owner as the registered owners of the Dog. The Breeder will be designated as the sole signatory responsible for signing all UKC forms pertinent to the Dog. All UKC registration fees shall be paid by the Breeder.

One year of AKIHO membership and transfer of ownership under AKIHO is included with this agreement. Co-Owner may have the Dog transferred to his or her name only if he or she is an AKIHO member in good standing. All AKIHO membership and transfer fees shall be paid by the Breeder. AKIHO does not have a provision for co-ownership and the AKIHO transfer is for registration purposes only. It shall not allow either the Breeder or the Co-Owner to claim sole ownership of the Dog.

If the Co-Owner is not already a member of the Japanese Akita Club of America (JACA), the Breeder agrees to sponsor the Co-Owner's application to join JACA and pay for the Co-Owner's first year of membership.

OBLIGATIONS

It is the mutual understanding of the Co-Owner and Breeder that the Dog shall live out its natural life as the companion of the Co-Owner. Co-Owner agrees to provide the Dog with a comfortable environment, prompt medical attention, proper grooming, and responsible care. This includes keeping the Dog parasite free and up to date with inoculations, proper nutrition, and fresh water available all times.

Co-Owner agrees that the Dog will be a household (indoor) companion and that it will live in the family home as its primary housing. Co-Owner promises to provide a safe environment for the Dog and never allow the Dog to roam freely without proper fencing. Co-Owner agrees not to tie or otherwise tether the Dog as a primary means of confinement without supervision.

Under no circumstance may the Co-Owner transfer ownership of the Dog to any party not included in this original sales agreement. In the event that the Co-Owner is unable to keep the Dog for any reason, it is agreed that the Dog, including transfer of registration, will be immediately returned to the Breeder at the Co-Owner's expense.

Co-Owner agrees that the Dog is not purchased for resale nor will it be used or trained for activities which are illegal, including dog fighting. Co-Owner agrees not to sell, transfer ownership nor possession of the Dog or its progeny to any person or organization whose intent is to resell, trade, or give away the Dog, use it in experiments, or use it as breeding stock in a puppy mill.

HEALTH WARRANTY

Breeder certifies that the Dog is in good health and free from parasites at the time of sale. A health record of all shots and/or de-worming will be provided by the Breeder. A true copy of the sire and dam's most recent health certifications will be given to the Co-Owner on the date of purchase if available.

Co-Owner agrees to have the Dog examined by a veterinarian at the Co-Owner's expense within 72 hours of taking possession of the Dog. Dog may be returned to the Breeder for any reason within the 72 hours following purchase. Provided that the animal has not been damaged in any way, the Co-Owner will then be entitled to a refund or replacement.

After 72 hours, the Co-Owner shall assume full responsibility for the health, temperament, and appearance of the Dog. Co-Owner further agrees to maintain the Dog at all times in good health with regular veterinary check-ups and such vaccinations as required by law. Dog is to be kept away from unvaccinated animals or places where other dogs frequent until it is cleared by the Co-Owner's vet.

It is advised that the Dog is not to be raised on slippery surfaces or allowed to bound up and down stairs, rough-house with larger dogs, jump down from heights or out of cars, etc, as these types of activities contribute to the breakdown of joints and growing bones, dislocation of shoulders, hips and damaged elbows. If this advice is ignored, the Co-Owner assumes full responsibility for joint damage and related injuries the Dog may develop including dysplasia.

Breeder has made every effort to avoid dysplasia by selecting a sire and dam with good joints and free of arthritis. In the event that the Dog does become moderately or severely dysplastic before 30 months of age, the Co-Owner will then be entitled to a refund or replacement. The x-ray and OFA letter of diagnosis must be notarized and sent to the Breeder. This guarantee excludes arthritis caused by accidents, falls, blows, obesity, poor nutrition, and other environmental conditions.

Co-Owner agrees to notify the Breeder of any change of address, telephone number or email address during the life of the Dog so that information on important health issues pertaining to the Dog or Japanese Akitas can be sent to the Co-Owner. It is agreed to by the Co-Owner that upon the death of the Dog, at any age, prompt notice will be given to the Breeder.

RETURNS, REFUNDS, AND REPLACEMENTS

Co-Owner may return the Dog to the Breeder at any point in its life for any reason. Co-Owner is responsible for all costs associated with returning the Dog unless otherwise exempted in writing.

Full refunds will only be given for circumstances stipulated above and if the Dog is returned to the Breeder in good health along with transfer of registration. A full refund is equal to the total purchase price of the Dog less a \$500 rehoming fee. If the Co-Owner is entitled to a refund but chooses to keep the Dog, the Co-Owner may be eligible for a partial refund of \$500 instead. Dogs sold as non-standard quality are not eligible for partial refunds.

Breeder has the option to offer a replacement instead of a refund. Breeder is not required to offer a replacement, nor is the Co-Owner required to accept a replacement in lieu of cash. The replacement will be determined by the Breeder and must be standard quality.

LIMITATIONS

This sales agreement applies only to the Dog identified above and the undersigned parties and is non-transferrable. Any changes to this contract must be in writing and signed by all parties. Any litigation arising from this sale must take place in the state of California. Any failure to comply with this contract will be prosecuted to the full extent of the law.

It is stipulated by and between the parties herein, that failure to comply with the conditions of this contract shall constitute a breach of contract and will result in the Dog being permanently returned to the Breeder, including transfer of registration, at the Co-Owner's expense.

In certain circumstances, the Co-Owner may be entitled to a refund or replacement upon returning the Dog to the Breeder. No refund or replacement will be given if the Dog has been bred or altered outside the limitations of this contract, if the Dog is returned in a state of neglect, or if the Dog is returned due to breach of contract.

ADDENDUM

(This space intentionally left blank.)

SIGNATURE

I have read, understand and agree to abide by the terms of this contract. I understand that this document contains the entire agreement of the parties and shall be binding to the parties signing, as well as their heirs, successors and legal representatives.

Breeder Signature: _____ Date: _____

Co-Owner Signature: _____ Date: _____

Co-Owner Signature: _____ Date: _____