

Guardian Home Contract

Name: _____

DOB: _____

Breed: _____

Microchip ID: _____

Color: _____

Retiring: _____

Guardian Information:

Name(s): _____

Address: _____

City, State, Zip: _____

Phone Number: _____

Email: _____

Contract Details

1. Purpose of Agreement. The purpose of this agreement is to define the terms and conditions of a Guardianship Agreement between Guardian(s), and Valerie Ackley and Tracy Burns, hereafter referred to as "Breeder"

2. Ownership. Ownership shall remain with the Breeder until dog is 5 years of age. At that time, ownership will be transferred to the Guardian(s). Any puppies born to a female dog or semen from a male dog shall be the sole and separate property of the Breeder and the Guardian(s) shall have no ownership or possession rights. Upon completion of this Agreement, Breeder shall transfer possession of the dog to Guardian(s).

3. Breeding Goals. For female dogs we aim to breed every other cycle (approximately once a year) as long as they remain healthy and fit. The health of the mother dogs is given priority if a heat cycle needs to be skipped due to health concerns. Females are retired by 5 years old from breeding and spayed. Guardian(s) will inform Breeder as soon as a female dog is in heat. If it is a cycle she will be bred, she will be returned to the breeder at an agreed upon date. If pregnant she will be due approximately 63 days later. During this pregnancy female dogs are NOT vaccinated or given antibiotics or medications not approved for pregnant dogs. If you are not sure contact breeder before giving. One week before her due date she will be returned to the breeder to have her puppies. Puppies are weaned at 8 weeks old and at that point the female dog will return to her guardian home.

4. Breeder Obligations

- Breeder will pay for all veterinary expenses as related to breed-related testing costs (hip x-rays, eye exams etc.), and any additional breeding related expenses (ultrasounds, c-section, etc.)
- Breeder will provide all care and healthcare while the female dog is in their possession raising puppies.

- Breeder will pay \$500 per litter to guardians of female dogs at the time she returns home from raising her puppies.
- Breeder will pay \$100 per breeding to guardians of stud dogs at the time he returns home.

5. Guardian Obligations

- Guardian(s) must provide vet care as needed, at Guardian(s) expense, including the following:
 - Administer monthly flea, tick, heartworm and intestinal worm preventative(s). Please discuss with your vet products that are safe for pregnant dogs. We recommend Simparica Trio. When a female dog comes back to us to whelp and raise her litter, guardian will bring a two months' supply of preventative for her to take while she is here.
 - Pay for visits to the veterinarian not related to breeding such as yearly vaccinations, routine checkups, and general health concerns.
- Guardian(s) may not choose or allow any elective veterinary procedures to be performed on the dog without the written consent of the Breeder.
- Guardian(s) are responsible for properly maintaining, containing, training and caring for the dog using methods approved by the Breeder.
- Guardian(s) must follow Breeder's nutritional guidelines, exercise the dog appropriately, pay for care and food-related expenses.
- Guardian(s) must make the dog available to the Breeder for breeding and veterinary visits, advanced notice will be given of any vet appointments.
- Guardian(s) must inform Breeder of vacations and planned absences. Any persons caring for the dog in Guardian(s)' absence must be approved by the Breeder in advance. Breeder can provide boarding on a case by case basis dependent on space and availability at the boarding cost of \$25 per night.
- Guardian(s) may not use or allow the use of the dog for breeding purposes except as those arranged for by the Breeder.
- Guardian(s) are responsible to ensure that all persons residing with the Guardian(s) and the dog understand and abide by the Guardian contract.

Immediate Payment to Breeder

IF, prior to transfer of ownership from Breeders to Guardian(s), the following occurrences happen, the Guardian(s) agree to pay the Breeders the sum of \$20,000 (dollars):

- Guardian, independently and without the expressed written consent of Breeders, has the dog spayed or neutered.
- Guardian intentionally causes injury to the dog that prevents the dog from breeding or intentionally or out of negligence causes death of the dog.
- Guardian absconds with the dog, transfers possession dog to anyone other than Breeder, fails to advise Breeder of any change in Guardian(s)' address, or ceases communication with Breeder.

6. Illness, Injury or Death of the dog while in Guardian's care:

- The Guardian is responsible for seeking prompt and appropriate veterinary care in the event of injury or illness of the dog. If choices need to be made regarding type of treatment, these choices must be presented to, and made by, the Breeder unless emergency treatment is required.
- If the dog dies due to negligence on the part of the Guardian, the Guardian owes the Breeder the original purchase price of said dog. Negligence is defined as:
 - Failure to contain or supervise the dog in a responsible manner.
 - Leaving the dog alone in a vehicle if the outdoor temperature is over 65 degrees
 - Failure to prevent the dog from having access to toxic materials.
 - Leaving the dog in the sole care of a person under the age of 14 years of age.
- If the dog dies accidentally due circumstances beyond the control of the Guardian, the Guardian does not owe any payment to the Breeder.

7. Transfer of ownership. At the end of the 5-year contract, or sooner if Breeder deems acceptable, said dog will be spayed or neutered at the Breeder's expense. Legal ownership of the dog will be transferred from the Breeder to the Guardian at this time.

8. Termination of contract and adoption of dog. In the event that the Guardian(s) take possession of dog prior to health testing at 1 year old, it's participation in our breeding program is undetermined. If the dog does not pass its health testing to our satisfaction, it will be spayed or neutered and the guardian contract will be terminated. The Guardian(s) will have first option to adopt the dog for a reduced adoption fee of \$500 to help offset some of our costs.

9. Return of the dog. The Guardian may return the dog to the Breeder at any time and for any reason and the Guardianship agreement will be terminated.

THIS CONTRACT IS MADE AND SIGNED BY BOTH PARTIES TO ENSURE THE WELL-BEING AND PROTECTION OF THIS DOG. THIS CONTRACT CONSTITUTES THE FULL AGREEMENT BETWEEN PURCHASER AND SELLER. NO OTHER WARRANTY, VERBAL OR WRITTEN, IS IMPLIED.

READ, UNDERSTOOD AND AGREED TO BETWEEN BREEDER & GUARDIAN

Breeder (Valerie Ackley)	:	_____	DATE:	_____
Breeder (Tracy Burns)	:	_____	DATE:	_____
Guardian	:	_____	DATE:	_____