



## Guardian Home Agreement

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Dog Name: \_\_\_\_\_ Breed: \_\_\_\_\_

Color/Markings: \_\_\_\_\_ DOB: \_\_\_\_\_

Date of Possession: \_\_\_\_\_ ID #: \_\_\_\_\_

Guardian Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

Phone Numbers (2): \_\_\_\_\_

Email: \_\_\_\_\_

This Agreement is dated \_\_\_\_\_, 20\_\_\_\_, and is part of our Guardian Home Program. This Agreement is between the Breeder listed above for the dog described above and the Guardian Family.

We are breeders engaged in responsible breeding. Our dogs are considered beloved members of our family. We created this Guardian Home Program to grow our breeding program while still providing each of our breeding dogs with a loving environment in a guardian family.

By joining our program, you desire to act as Guardian for a dog that is a female potential breeder or proven breeder, subject to the terms of this Agreement.

The dog mentioned in this Contract will continue to be owned by the Breeder for the span of \_\_\_\_\_ (\_\_\_\_\_) litters or \_\_\_\_\_ years from the date of this Contract, or until the Agreement is terminated by one of the parties in the manner defined in this Agreement.

## **Breeder Obligations**

1. Breeder will provide Guardian with detailed instructions regarding care of the dog, feeding, training, and veterinary care.
2. Breeder will request transportation of the dog when necessary and will provide adequate notice when transportation is needed.
3. Breeder is responsible for all expenses related to testing and breeding.
4. Breeder promises first priority to the Guardian family if they choose to take a second Guardian dog.
5. Breeder owns breeding rights to the dog named above for the span of \_\_\_\_\_ (\_\_\_\_\_) litters or \_\_\_\_\_ years, dependent on the dog being deemed in excellent health by veterinarian exam. Failure to meet these obligations can result in Guardian terminating this Agreement, resulting in the return of the dog to Breeder.
6. Breeder agrees to provide a stipend to Guardian for each litter. The stipend amount is \$250 for toy and mini breeds and \$500 for moyen and standard poodles. The stipend shall be given to Guardian at the time the dog is returned to Guardian after the litter is weaned.

## **Guardian Obligations**

1. Guardian is responsible for all expenses related to properly maintaining, containing, grooming, training, and caring for the dog using methods approved by Breeder.
2. Guardian must exercise the dog appropriately, pay for routine veterinary care and food-related expenses, and pay for sick visits to the veterinarian.
3. Guardian must return the dog to Breeder whenever stud services are needed and on occasions such as, but not limited to, breeding-related veterinary visits. For females, the female must be returned to Breeder for breeding (5–7 days) and for whelping (up to 8 weeks). Guardian must inform Breeder as soon as the female comes in and out of her heat cycle.
4. Guardian must inform Breeder of vacations and planned absences in case they interfere with heats or breeding cycles.
5. Guardian agrees to cooperate in arranging transport of the dog upon Breeder's request for testing, breeding, or other occasions as needed by Breeder.
6. Guardian may not choose or allow any elective veterinary procedures to be performed on the dog without written permission from Breeder.
7. Guardian may not use or allow the use of the dog for breeding purposes except those arranged for by Breeder.
8. Guardian agrees to pre-approve all overnight travel with Breeder. Breeder also agrees to provide boarding at no charge for the dog as Guardian may require.
9. Guardian agrees to pre-approve any and all competitions (4-H, AKC, agility, etc.) with Breeder.
10. Guardian agrees to reside at the address provided above for the duration of the Contract. If Guardian moves to a location outside a workable radius to continue this Contract, the dog shall either

be returned to Breeder until after the next successfully whelped litter, after which Guardian agrees to pay transportation costs for the dog to rejoin Guardian and this Contract will be considered terminated, OR Guardian owes Breeder the full value of the dog: \$5000.

12. Guardian will keep the dog contained when outside with permanent fencing. When outside of this perimeter, the dog will be properly leashed.

13. Guardian agrees to NOT DESEX the dog, subject to penalty and damages up to \$5000.

14. Guardian agrees for the duration of this Agreement and for a period of three (3) years following the termination or completion of this Agreement that they will not, in any capacity, engage in business activities competitive to Breeder.

### **Illness, Injury, or Death of the Dog While in Guardian's Care**

1. Guardian is responsible for seeking prompt and appropriate veterinary care in the event of injury or illness of the dog.

2. If choices need to be made regarding type of treatment, the choices must be presented to and made by the Breeder unless emergency treatment is required and the Breeder cannot be reached by phone.

3. If the dog dies or is physically damaged due to negligence on the part of Guardian, Guardian owes Breeder the full value of the dog: \$5000.

Negligence is defined as:

1. Leaving the dog alone in a vehicle if the outdoor temperature is over 65 degrees.

2. Failure to prevent the dog from having access to toxic materials.

3. Failure to maintain proper vaccinations and preventative medicines for the dog.

4. Leaving the dog outside while an adult is not home. This includes disappearance or theft of the animal.

If the dog dies accidentally due to circumstances beyond the control of the Guardian, the Guardian does not owe any payment to Breeder.

### **Death of the Dog While in the Care of the Breeder**

If the dog dies while in the care of the Breeder, the Breeder will provide a replacement puppy to Guardian at no charge and the Guardian Contract will be terminated.

## **Return of Dog**

The Guardian may return the dog at any time for any reason and the Guardian contract will be terminated.

## **Indemnity**

The Guardian Family agrees to indemnify and hold Breeder harmless from and against all claims, liabilities, losses, costs, damages, and expenses by reason of any damage to property or injury or death to individuals caused by the dog while in the possession of the Guardian Family.

Breeder: \_\_\_\_\_

Guardian(s): \_\_\_\_\_

Date: \_\_\_\_\_