

Timber Hills Poodles and Doodles

Guardian Contract

This Guardianship Agreement is between Taryn Parker/ Pam George, of Timber Hills Poodles and Doodles, here after referred to as 'the Breeder' and _____, here after referred to as 'the Guardian'. The Breeder will place the puppy of her choosing, here after referred to as 'the Dog', with the Guardian. The Guardian will provide a PERMANENT home for the Dog and the Breeder will retain exclusive rights to the Dog for their breeding program until the dog is retired from the program. Any puppies born to the Dog shall be the property of the Breeder. The purchase fee of the Dog is waived, however, there is a \$500 'homing fee' payable upon receipt of the Dog. At the end of the breeding program, the Dog will be de-sexed by the Breeder. **If for any reason the Guardian returns the dog to Breeder the \$500 homing fee is non refundable.**

The Breeder is committed to maintaining a high standard and has purchased and bred dogs that have tested clear of genetic problems. However genetic problems can arise randomly and some genetic problems cannot be screened for. If such a problem arises in the Dog or if the Breeder feels the Dog is not suited for the Breeder's breeding program, the Breeder may choose not to use the Dog in the breeding program. The Breeder shall give the Guardian a written request to de-sex the Dog immediately at the Guardian's cost and no refund shall be given. The Guardian shall provide the Breeder with documentation proving the Dog has been de-sexed and this shall constitute termination of the contract. At this time the Dog will become the sole property of the Guardian as a family pet. In these circumstances the Breeder will not be responsible for treatments resulting from genetic problems or health issues that arise.

The Breeder guarantees that the Dog is free of disease for a period of one week after the Guardian takes possession and the Guardian will have the Dog vet checked within 72 hours upon receipt of the Dog to validate this guarantee.

The Breeder agrees:

- To provide first vaccinations, routine worming, and health check from a licensed veterinarian
- The Dog shall be micro-chipped
- The Dog shall receive early socialization in the Breeder's home if bred by Breeder
- To cover all costs related to genetic testing, as well as all veterinary and other expenses incurred in relation to breeding and whelping
- To keep the Dog safe and well cared for while in the Breeder's care
- If the Dog is injured or requires veterinary treatment while in the Breeder's care, the Breeder shall be responsible for all costs incurred
- To provide assistance and information for the life of the Dog
- To take the Dog back if at any time the Guardian is no longer able to look after the Dog
- To cover the cost of de-sexing the Dog at the end of the contract date, except as noted below
- If the Dog dies as a result of whelping the Breeder shall provide the Guardian with either: 1) a replacement puppy under the same terms of this arrangement; or 2) a neutered replacement puppy, free of charge.
- Female guardian homes will receive a \$500.00 bonus with every litter of puppies born to their dog.
- To provide 9 days of free boarding per year

The Guardian agrees:

- To provide a loving and caring home for the Dog to the best of their ability
- To safely confine Dog by use of physical fence or leash at ALL times
- Provide housebreaking/crate training by the age of nine months
- To include the Breeder's name to the veterinarian so the veterinarian may discuss health concerns with the Breeder as well as with the Guardian
- To provide veterinary care at the Guardian's expense including: 1) follow an appropriate vaccination schedule with your veterinarian 2) provide an annual health check 3) consult a veterinarian if the Dog is injured or has any signs of illness
- Keep the Dog on flea, tick, and heartworm preventative that is safe for breeding dogs
- To keep Dog away from the floor or ground of public places such as pet stores, parks, dog parks, groomer, and the floor of vet office until the DHPV series is complete (approximately 16 weeks). This is to prevent Parvo, a deadly disease to puppies.
- Send copy of all vet visits to Breeder
- To ensure the Dog is well cared for, not over-exercised while under 12 months of age or allowed to become overweight

- To provide basic obedience training: “come”, “stay back from door”, “crate” (no dashing out doors), no jumping on people
- To groom Dog on a regular basis
- Deliver Dog to vet at appointed times in the event that Breeder is out of town and a collection or breeding needs to occur. Breeder will set this up at least 48 hours in advance
- Keep dog well socialized with other dogs and people of all ages
- To inform the Breeder if the Dog gets sick or is injured
- To feed a quality diet approved by the Breeder
- That the Breeder has full and exclusive breeding rights to the Dog
- To notify the Breeder of any absences or vacations out of local area in advance and give contacts for Dog’s caretaker during absence
- To inform the Breeder at the beginning of each heat cycle
- Male: keep Dog away from females in season to prevent accidental breeding. Female: keep Dog away from intact males while in season
- To not own an intact Dog while in possession of a Guardian Dog
- To transport the Dog to the Breeder or meet the Breeder upon request with 24-hour notice for breeding purposes, testing, etc.
- To allow the Breeder to house the Dog for breeding and whelping
- To not permit the Dog to breed unless scheduled by the Breeder
- To live within reasonable distance of the Breeder (2 hours)
- To return the Dog to Breeder if Guardian moves too far to transport Dog to Breeder
- If the Dog fails to meet the Breeder’s standards for a breeding quality dog, the Breeder shall give the Guardian a written request to de-sex the Dog immediately at the Guardian’s cost. The Guardian shall provide the Breeder with documentation proving the Dog was de-sexed and this shall constitute termination of this contract
- That the Guardian shall not de-sex the Dog, unless instructed to do so by the Breeder, and furthermore agree to pay damages of up to \$10,000 if the Guardian de-sexes the Dog without the Breeders written consent. Any legal cost incurred to collect this payment will be paid by Guardian
- To contact the Breeder immediately if Guardian can no longer look after the Dog as ANY point during the Dog’s life
- To inform the Breeder if the Dog is killed or injured to the extent that it isn’t able to breed
- If the Dog dies due to negligence on the part of Guardian, the Guardian agrees to pay the Breeder a replacement fee of up to \$5,000
- If the Dog’s death or injury is accidental due to circumstances beyond Guardian’s control, the Guardian is not liable to Breeder
- To inform the Breeder immediately if the Dog is stolen
- If the Dog is stolen due to negligence on the part of the Guardian, the Guardian agrees to pay the Breeder a replacement fee of up to \$5,000
- If the Dog is stolen due to circumstances beyond Guardian’s control, the Guardian is not liable to Breeder

- To maintain contact with the Breeder, returning e-mails or phone calls within 24 hours

Neither the Guardian nor the Breeder has the right to sell the Dog to another party. If at ANY time the Breeder feels the Guardian is not taking appropriate care of the Dog, or the Guardian is not meeting all the requirements of this contract, the Breeder will take possession of the Dog and this shall constitute termination of this contract.

If Guardian allows the Dog to be bred without written consent of Breeder, Guardian will owe Breeder \$2,500 for every puppy produced in the litter. Any legal cost incurred to collect this payment will be paid by Guardian.

If Guardian fails to notify Breeder within 24 hours by both phone and email of a female beginning estrus, after the age of 18 months or second heat cycle, whichever occurs first. The Guardian will be required to pay for progesterone testing once a week and transport Dog to and from veterinarian until the time that female enters estrus.

The undersigned agree to all covenants of this contract as of this _____ day of _____, _____.

Guardian Signature

Date

Breeder signature

Date