

# SOUTHERNDOODLIN GUARDIAN CONTRACT 2017

## Guardian Home Contract –

**THIS AGREEMENT**, dated as of the day of \_\_\_\_\_ between Southerndoodlin Labradoodles, (hereinafter called "Breeder"), and (hereinafter called "Guardian").

**Whereas**, Breeder is engaged in the business of Breeding Australian Labradoodles, Australian Labradoodle Foundation dogs and Goldendoodles and their crosses; and

**Whereas**, Breeder wishes to place a breeding dog owned by breeder with Guardian; and

**Whereas**, Guardian wishes to act as foster parent to provide physical care to and supervision of the dog subject to the terms of this agreement; and

**Whereas**, the dog placed with the Guardian will be Southerndoodlin's breeder dog.

**Now, Therefore**, the parties hereto, intending to be legally bound hereby, agree to as follows:

1. **Definitions.** Words, terms and phrases used in this agreement shall have their usual and customary meaning unless specifically defined in this paragraph.
  - a) Breeder Dog- A dog that will sire or whelp one or more litters of puppies
  - b) Sick visits- Visits to the veterinarian occasioned by illness or injury to the dog.
  - c) Well visits- Normal and routine visits to the veterinarian to monitor the health of the dog, which visits are not occasioned by illness or injury to the dog.....such visits include but are not limited to visits for immunizations, heartworm medication, flea and tick medication, and routine worming.
  - d) Breeding Process- Guardian is to arrange with Breeder a mutually agreeable time for breeder to obtain dog for the breeding Process. Dog shall stay with breeder until he is no longer accepted and stood for as stud, up to a maximum of 12 days or she whelps her puppies and puppies are being weaned; most times 8 to 9 weeks. Most breedings will be for 5 to 7 days. There will be a total of 3 breedings resulting in puppies unless mutually agreed in advance..
2. **Subjective Agreement.** The dog subject to this agreement is a Doodle whose Pedigree Name is \_\_\_\_\_ ( hereinafter the dog) sired by \_\_\_\_\_ out of \_\_\_\_\_. The dog's color is \_\_\_\_\_The dog's date of birth is \_\_\_\_\_The dog's microchip is \_\_\_\_\_
3. **Ownership.** Ownership and all right title in interest to the dog shall remain with breeder until time as Breeder shall, by written evidence of transfer, assign and transfer ownership of the dog to Guardian. Likewise, any puppies born to the dog shall be the sole property of Breeder and Guardian shall have no ownership, interest or possession rights to any such puppies. Breeder agrees that Dog will not be sold to another Breeder and that when he or she is no

longer a breeder dog in Breeder's Program, he or she will be neutered or spayed and then ownership will be transferred to Guardian.

4. Possession. Breeder shall transfer possession of the dog to Guardian at the signing of this contract. Guardian shall retain possession of the dog and shall provide physical care to and supervision of the dog subject to the terms and conditions of this agreement.
5. Breeder's Obligations. During the time that the dog remains in the possession of Guardian, and during the term of this agreement, Breeder shall:
  - a) Provide Guardian with written instructions concerning nutritional and dietary guidelines for the dog.
  - b) Provide information to Guardian to allow Guardian to recognize normal male behavior; normal female behavior.
  - c) Provide the approximate dates when a dog will be needed for breedings 3 days in advance of intended breedings of male
  - d) When time for breeding of dog, take possession of the dog from the guardian and provide care to and supervision of the dog until breeding process is completed at which time the dog will be returned to the possession of Guardian;
  - e) Take possession of the dog from Guardian for any breeder testing;
  - f) Will schedule visits with the guardian at least two times per calendar year and discuss any and all issues concerning the care and supervision of the dog by Guardian.
  - g) Breeder will pay for all breeding related expenses.
6. Guardian's Obligations. During time the dog remains in the possession of Guardian and during the term of this agreement, Guardian shall:
  - a) Guardian **is not** allowed to breed dog to any other dog not authorized by breeder.
  - b) Safely confine the dog by using a traditional fence or other method of confinement mutually agreed to by the parties to this agreement;
  - c) Provide adequate exercise for the dog on a daily basis;
  - d) Comply with Breeder's nutritional and dietary guidelines in regards to dog food brand and serving size. Pay all costs and expenses associated with feeding dog;
  - e) Schedule and pay for all veterinary appointments for sick visits and well visits and notify Breeder of said visit and provide diagnosis/treatment documentation. Provide Breeder with a copy of updated vaccinations for breeder records.
  - f) Apply and pay for monthly heartworm, flea and tick medication as directed and approved by Breeder.
  - g) Use only the services of a quality veterinarian.
  - h) Deliver possession of the dog to Breeder upon Breeder's request whenever requested to do so for breeding purposes. Guardian will deliver dog to either 12086 Shepherd Rd, Atascosa Texas 78002 or another designated place mutually agreed to by Guardian and Breeder.
  - i) The above mentioned puppy/dog is not to engage in excessive physical activity prior to 15 months of age. This can cause hip dysplasia.
  - j) Guardian shall deliver the dog to the veterinarian for well visits;

- k) Guardian will notify Breeder of scheduled vacations or other absences from area which may prevent Breeding and assist Breeder to insure that the dog is available for Breeding;
  - l) Take appropriate measures to insure the safety of the dog while transporting the dog in any vehicle. For example the dog may not ride in the back of an open bed pickup.
  - m) Provide Breeder with Guardian's address, telephone number and email address; immediately notify Breeder of any changes of the address phone number or email
  - n) Keep open lines of communication with Breeder. Respond to emails or calls within 36 hours and send updated pictures 3 times per year.
  - o) Have dog groomed at least 1 time per year in a manner approved by Breeder. Grooming should allow for a "mustache" and forehead hair to fall forward over eyes of the dog and the tail should remain long and flowing.
  - p) Never allow unsupervised contact with intact dogs.
  - q) Train dog to walk on leash and obey basic commands such as sit, down and come.
  - r) Guardian has willingness to maintain open lines of communication with any matter related to the puppy/dog.
  - s) Guardian will notify Breeder of all heat cycles of female dog.
7. Removal of dog: Breeder agrees to consult with Guardian before permanently removing the dog from the Guardian's possession unless, in the judgement of the Breeder, the dog must be immediately removed from possession of guardian in order to protect the health, welfare and safety of the dog. If dog does not need to be immediately removed from Guardian, Breeder will give Guardian a reasonable time to comply with Breeder's requirements for maintaining the health, welfare or safety of dog.
8. Death of Dog – Guardian's Possession. Should the dog die from accidental or natural causes while in possession of Breeder, this Agreement shall terminate upon the happening of such occurrence. Neither party shall have any further obligation to the other party.
9. Death of Dog – Breeder's Possession. Should the dog die from accidental or natural causes while in possession of Breeder, this agreement shall terminate upon the happening of such occurrence. Neither Party shall have any further obligation to the other party.
10. Transfer of Ownership – Proven Breeder. When Breeder, in the sole and absolute discretion of Breeder, determines that the dog, a proven breeder, shall no longer be used for breeding purposes, Breeder shall transfer ownership of dog to Guardian. Breeder will not breed male dog past the age of 5 years of age and a female dog past the age of 4 (females will be breed 3 times) unless mutually agreed by Guardian and Breeder.
11. Transfer of ownership – Potential Breeder. If, within 3 years of this date of this agreement, Breeder determines that the dog, a potential breeder is unable to be utilized for breeding purposes, Breeder shall transfer ownership of the dog to Guardian.
12. Return of Dog- During the term of this agreement , Guardian may permanently return dog to Breeder for any reason, with neither party having any further obligation to the other party
13. Indemnity. Guardian agrees to indemnify and hold harmless the Breeder from all claims, liabilities, losses, costs, damages and expenses by reason of any damage to property or injury or death to individuals allegedly caused by dog while in possession of Guardian.

14. Payment to Breeder. Upon occurrence of any of the following events, Guardian agrees to pay Breeder the sum of \$\_\_\_\_\_ Dollars which represents the fair market value of the dog.
  - a) Guardian shall pay aforesaid sum to Breeder if Guardian, independently and without the express written consent of Breeder, has the dog neutered or spayed.
  - b) Guardian shall pay aforesaid sum to Breeder if Guardian intentionally causes injury to the dog that prevents the dog from breeding or causes death to dog.
  - c) Guardian shall pay the aforesaid sum to Breeder if Guardian absconds with the dog, fails to advise Breeders of any change in Guardian's address, or ceases communication with the breeder
15. Waiver of Breach. No failure to enforce a breach of this agreement shall constitute a waiver of any other or subsequent breach.
16. Assignment. Except with the express written consent of the other party hereto, this Agreement shall not be assignable or otherwise transferred in whole or part.
17. Headings. All Headings used herein are for convenience in reference only and shall not be deemed to have any substantive effect.
18. Further Instruments and Actions. Each party shall deliver any further instruments and take any further action that may be reasonably requested by the other in order to carry out the provisions and purposes of this Agreement.
19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

**In Witness Whereof**, and intending to be legally bound, the parties have executed this Agreement the day and year first above written.

\_\_\_\_\_ Date \_\_\_\_\_ Olivia or Robert  
Matyear

\_\_\_\_\_ Date \_\_\_\_\_ Guardian

Guardian Home address: \_\_\_\_\_

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Guardian Phone numbers:

Home: \_\_\_\_\_ Work: \_\_\_\_\_

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

2 references and 2 people to contact if you cannot be reached within 36 hours

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