

GUARDIAN HOME CONTRACT

This contract is made between **Love Tallulah Sheepadoodles LLC** and the below named **Guardian**

BREEDER		GUARDIAN	
Name	: Love Tallulah Sheepadoodles LLC	Name	:
Address	: 106 E Lewis Rd. Clemson, SC 29631	Address	:
Phone	: (480)262-4131	Phone	:

A guardian home is an affordable way to give a family the opportunity to have the best puppy of the litter. While a guardian home is not for every family, it's perfect for families that may not be able to purchase a puppy from our program. Rather than purchasing the puppy, the guardian home will receive the puppy at no cost. Puppies from premium kennels are costly causing families to search for a more affordable option. Often these options cause families unknowingly to purchase from back yard breeders or puppy mills. A Guardian Home is a perfect method to stop puppies being raised in poor environments. This program allow our breeding dogs to be fostered by loving forever homes while still maintaining status as a breeding dog for a contracted number of litters. The Guardian seeks to provide a puppy with a loving forever home and also support the breeding needs through the guardian home program. Love Tallulah Sheepadoodles (LTS) holds ALL breeding rights of the dog until the dog has been bred 4 times for females and 5 years for males. No females will be bred past 4 litters and 5 years of age for males. The dog will be neutered or spayed at the Guardians expense after the breeding requirements are met. LTS reserves the right to cancel the guardian program at any time, if we deemed it necessary. If for some reason, the puppy does not pass genetic testing, the dog will not be bred, and the guarding parents will have full rights.

By signing this contract and prior to delivery of guardian dog, guardian agrees to whelping 4 consecutive or nonconsecutive litters of pups (females) or 5 years of stud services (males) from the guardian home dog. This is contingent upon the health of the guardian dog and the discretion of LTS. The dog is the property of the LTS until terms of this contract have been fulfilled. First breeding must be completed (unless other arrangements are made) within 2 years of signing this contract. Upon satisfaction of this contract, the Guardian will spay/neuter the dog and transfer of ownership will take place. Any puppies born to a female dog or any semen from a male dog shall be the sole and separate property of the LTS and the Guardian shall have no ownership or possession rights to any use of the semen.

Becoming a Guardian Home is not for everyone. You **MUST** be able to meet the following requirements:

- You **MUST** have a licensed vet for the dog while the dog is in your care.
- You **MUST** add LTS as legal owner/co-owner with your vet and give complete access to all medical records.
- You **MUST** have written consent from LTS before any surgical procedure is performed.
- You must have the dog on a flea/tick preventative. This can be pharmaceutical or all natural.
- You must properly socialize the dog.
- The dog must be an indoor pet.
- You must maintain a healthy weight for the dog.
- The dog must be properly groomed and healthy coat, teeth, nails and ears maintained.
- You must not allow the dog to mate with any other dog.
- You must provide a copy of all vet visits to LTS.
- You must contact LTS in the event of any injury or illness with the dog.
- You must be willing to meet and release the dog to the care of LTS on occasion for breeding related testing or for breedings.
- You must be willing to release any female dog for up to 1-week for mating and then 1-week prior to her whelping date. She is to stay with LTS for approximately 6-8 weeks before she is returned to your care after she delivers puppies.
- You must be willing to communicate with LTS. This includes updates and photos that can be used for our marketing and education.
- You must surrender the dog back into the care of LTS if you are no longer able to provide care for the dog.

At LTS we completely understand that things come up and we are dedicated to working professionally and gracefully with our future families and guardian homes. As we strive to maintain the integrity of our dogs and our program, please remember your support helps us maintain excellent service for our community and yours.

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Compliance - LTS may remove dog from the possession of Guardian for non-compliance of terms of this agreement, at which time the contract shall terminate. LTS agrees to consult with Guardian before permanently removing the dog from Guardian's possession unless, in the judgement of LTS, the dog must be immediately removed from the possession of the Guardian in order to protect the health, welfare and safety of the dog. If the dog does not need to be immediately removed from the Guardian's possession, LTS shall give the Guardian a reasonable amount of time to comply with requirements for maintaining the health, welfare or safety of the dog before permanently removing the dog. LTS may immediately remove a stud dog from the guardian home should the guardians hire out the stud or sell his semen without specific written permission from LTS.

Death of Guardian Dog, Breeder's Possession - Should the dog die from natural or accidental causes, that are not considered negligence (non-compliance of using a leash or not keeping the yard fence in good repair and gate closed) this contract shall terminate upon the happening of such occurrence and neither party shall have any further obligation to the other party. However, should a female dog die during whelping (delivery of puppies) LTS shall give Guardian, at no cost to Guardian, a puppy born of the litter that caused the death of the female dog, if any puppies are born alive and survive for eight weeks.

Death of Guardian Dog, Guardian's Possession - Should the dog die from natural or accidental causes, that are not considered negligence (non-compliance of using a leash or not keeping the yard fence in good repair and gate closed) this contract shall terminate upon the happening of such occurrence and neither party shall have any further obligation to the other party.

Transfer of Ownership - When LTS, in the sole and absolute discretion of LTS, determines that the dog shall no longer be used for breeding purposes, the Guardian shall have the dog spayed/neutered and LTS shall transfer ownership of the dog to Guardian. The Guardian will pay all costs associated with the spay/neuter in lieu of any payment for the dog up front.

Return of Guardian Dog - During the term of this contract, guardian may permanently return the guardian dog to LTS for any reason, at which time this contract shall terminate.

Accidental Breeding - Any accidental breeding must be reported to LTS within 24 hours. The Guardian acknowledges that LTS operates a business, and any accidental breeding will cause significant harm to business and possibly the dog. Guardian agrees to aid and assist LTS in the case of an accidental breeding including financially. This obligation is a genuine effort to mitigate damages that may be incurred by LTS for not having an opportunity to prevent accidental breeding. Any accidental breeding does not constitute a contracted litter; however, puppies from an accidental breeding must be cared for with the same diligence and respect as puppies from contracted litters in accordance with the terms of this contract.

Non-Transferable - This contract shall not be transferred to another breeder or guardian in whole or in part without prior agreement.

Image Rights - Any picture shared by the Guardian with LTS is subject to be shared for advertising purposes.

Integration - This contract and other transaction documents constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understanding, both written and oral, between the parties.

Governing Law - The laws of the State of South Carolina shall govern the validity of this contract, without giving effect to its conflicts of law's provisions, the construction of its terms, and the interpretation of the rights and duties of the parties hereto.

Amendments - Any amendments to this contract may only be made in writing, signed by all the parties hereto.

Signed on this day,

Name of Dog To Be Transferred,

Breeder Signature:

Guardian Signature:

Love Tallulah Sheepadoodles LLC, Erica Wright