



### Guardian Home Program Contract

This agreement dated \_\_\_\_\_, is part of our Guardian Home Program and is between:

Owner:	Guardian Family:
Name:	Name:
Address:	Address:
Phone:	Phone:

The Following Dog	
DOB	
Color	
Gender	
Microchip #	

The intent of this agreement is to provide \_\_\_\_\_ (guardian) with a puppy at no purchase price in order for Breeder to have a dog included in Must Love Poodles' breeding program.

#### Ownership

Ownership and all right, title and interest in the Dog shall remain with the Owner/breeder. If the Dog is a female any puppies born to the Dog shall be the sole property of the Owner/breeder. The Guardian Family shall have no ownership interest of possession rights to any such puppy. If the Dog is a male, all

semen shall be sole property of the Owner/breeder and the Guardian Family shall have no ownership interest of possession rights to any use of the semen. The Dog shall be used as breeding stock exclusively by the breeder and under no circumstances shall be bred to any dog other than as directed by the breeder. After the Dog ceases to be a breeding dog at the sole discretion of the breeder, Owner shall, by written evidence of transfer, assign and transfer ownership of the Dog to the Guardian Family after spay or neuter at the breeder's expense by the breeder's veterinarian.

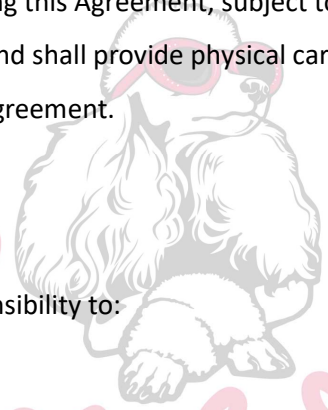
### **Possession**

Upon the execution of this Agreement, Owner shall transfer possession of the dog to the Guardian Family. The Guardian Family shall retain possession of the dog during this Agreement, subject to its obligations to return possession of the dog for breeding purposes and shall provide physical care to and supervision of the dog subject to the terms and conditions of this agreement.

### **Guardian Responsibilities**

Guardian will take possession on \_\_\_\_\_ with the responsibility to:

1. Safely confine dog by use of physical leash or fence.
2. Provide housebreaking by the age of nine months.
3. Keep the dog accustomed to periods of time alone daily, either sleeping or resting.
4. Provide adequate exercise daily, not allowing the dog to become overweight as decided by the breeder's veterinarian in order to protect his/her hips from hip dysplasia.
5. Provide basic obedience training: "come", "sit", "stay", no jumping on people, etc. and completing the Baxter & Bella puppy online training program.
6. Feed approved dog food.
7. Administer multivitamin of breeder's choice daily.
8. Provide vet care as needed, including vaccinations at the guardian's expense.
9. Keep the dog free from fleas and other parasites in the most natural means possible, using products approved by the breeder or the breeder's veterinarian.
10. Deliver dog to the breeder or meet the breeder upon request within a 24-hour notice for breeding purposes, testing, etc.
11. Contact breeder immediately in the event of serious illness or accident including severe diarrhea, loss of appetite, vomiting, etc.
12. Notify the breeder of any absences or vacations of the local area in advance and give contacts for dog's caretaker during absence, or return the dog to the breeder while on vacation.



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13. Send copy of all veterinarian visits to the breeder if requested.
14. Register the dog's chip number and maintain the yearly fee if required.
15. Male: keep dog away from females in season to prevent accidental breeding. Female: keep dog away from intact males while in season.
16. Maintain this contract even in the event the guardian moves out of the area, including flying the dog to the breeder when requested at the guardian's expense.
17. The guardian agrees to keep the dog away from the floor or ground of public places such as pet stores, parks, dog parks, groomer and the floor of the veterinarian office until the DPHV series is complete (approximately 16 weeks). This is to prevent parvo.
18. Deliver the dog to the veterinarian at appointed times in the event that the breeder is out of town and a collection or breeding needs to occur. The breeder will set this up at least 48 hours in advance.
19. Keep the dog well socialized with other people and dogs of all ages.
20. Agree to allow the dog to spend at least two weekends each year with the breeder at the breeder's home, to ensure the dog is comfortable with the breeder's family and pets, and will be comfortable when staying with the breeder for breeding/whelping.
21. Provide breeder with updates and current photos at least monthly.
22. Will not board pregnant female dog for the duration of her pregnancy at any type of dog facility, daycare or veterinarian.
23. Will not administer any medications to a female dog for the duration of her pregnancy without breeder's approval. This includes any and all medications, vaccinations, ear washes, etc.

The female dog will remain in the care of the breeder during breeding, return to the guardian family during her pregnancy (63 days), and is then returned to the breeder at least a week before her due date to deliver (whelp) and stays until she raises her puppies (maximum of 8 weeks). The male dog will remain in the care of the breeder during breeding.

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Should the dog die of accidental causes while in possession of the guardian this agreement shall terminate and the guardian will owe the breeder the sum of the dog (\$2,500).

Should the dog die while in the breeder's possession this agreement shall terminate, and breeder shall provide the guardian with a replacement puppy from the next available litter.

During the life of this dog the guardian may return dog to the breeder at any time.

If the guardian has dog spayed or neutered without written consent of the breeder, the guardian will owe the breeder up to \$30,000 per expected litter for an adult dog one years or older. Any legal costs incurred to collect this payment will be paid by the guardian in a court in the breeder's county.

If the guardian allows dog to be bred without written consent of the breeder, the guardian will owe the breeder \$3,000 for every puppy produced in the litter. Any legal costs incurred to collect this payment will be paid by the guardian.

If the guardian fails to notify the breeder within 24 hours by both phone and email of a female beginning estrus after the age of 18 months, the guardian will be required to pay for progesterone testing once a week and transport the dog to and from veterinarian until the time that female enters estrus.

### **Breeder Responsibilities**

1. Provide the guardian with a healthy puppy.
2. Approve the guardian's choice of dog food.
3. Pay all veterinarian costs pertaining to reproduction such as PennHIP/OFA and elbow testing, CERF exam, progesterone testing, pregnancy ultrasound. The guardian is responsible for all non-breeding related expenses, including but not limited to: vaccinations, deworming, parasite control, food, and emergency vet expenses.
4. Pay the dog's first round of vaccinations.
5. Pay for neuter or spay up to the amount of \$150 at the completion of the contract or when the breeder deems the dog is not needed for breeding.
6. Provide dog care support when requested for life of dog.
7. Provide information of detecting and caring for a dog in estrus (heat).

### **Termination of Agreement**

This Agreement shall terminate upon the occurrence of any of the following:

1. Immediately, upon the transfer of ownership of the Dog to the Guardian Family
2. Immediately, upon breeder's determination that the Guardian Family is non-compliant with the terms of this agreement at which time possession of the Dog returns to the breeder.
3. Immediately, if the breeder finds it difficult to reach the Guardian Family, is met with roadblocks or cantankerous communication in any form (comments, phone calls, text messages etc.) that make this working relationship hostile and / or if the Guardian Family refuses to do anything breeder asks as set forth in this document, the contract terminates and possession of the dog shall immediately return to the breeder.
4. Immediately, upon the death of the dog from natural or accidental causes.
5. Immediately, upon the Guardian Family's permanent return of the Dog to the Owner for any reason.

6. Immediately, at the breeder's discretion if there is found any reason this dog may not be considered appropriate for breeding or does not meet the needs or goals for their breeding program.

**Indemnity**

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

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

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

Phone Number: \_\_\_\_\_

Guardian Signature \_\_\_\_\_

Date \_\_\_\_\_

Breeder Signature \_\_\_\_\_

Date \_\_\_\_\_



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