

Guardian Contract

The Guardian Home Agreement (Contract) shall be entered into between Katie Kinzel (C&D Heritage Golden Retrievers, "Breeder") and Guardian: _____

Address: _____

Cell Phone Number: _____

Home Phone Number: _____

Email: _____

The Breeder has Developed a Guardianship Home Program. This Program allows for the Breeder's Breeding/Stud Dog to be fostered by loving, forever families, while still maintaining status as a breeding dog for a contracted number of litters or by a certain age. The Guardian seeks to provide a puppy a forever loving home and also support the breeder's needs through the Guardian Home Program. As such, Breeder agrees to deliver a puppy to the Guardian, and Guardian agrees to accept Guardian puppy and perform in accordance with this contract. Now, Therefore, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

The Guardian Home Dog

The Breeder agrees to provide to the Guardian, One Female or Male puppy, chosen by the Breeder. Hereinafter referred to as the "Guardian Dog"

Guardian Dog Name: _____

Guardian Dog Breed: Golden Retriever

Guardian Dog Color: _____

Signing this contract and prior to the delivery of the Guardian Dog, the Guardian agrees to whelping 3-4 litters of pups (female) or 7 years of stud services (male) from the Guardian Home Dog. Guardian Dog is the property of the Breeder until all terms of this contract have been fulfilled. First breeding must be completed by the age of 3 years old, (unless other arrangements are made by the Breeder) or the dog must be returned to the breeder.

Upon satisfaction of this contract, the Breeder will Spay/Neuter the Guardian dog, at the Breeder's expense, and sign over ownership of the Guardian Dog to the Guardian after the contract has been fully satisfied. Likewise, any puppy born to a female dog or semen from a male

dog shall be the sole and separate property of the Breeder's. The Guardian shall have no ownership or possession rights to any offspring produced or use of the semen.

For Female Guardian Dogs, the Guardian may have choice of "pick of litter" on the final whelping, or the payment of the price of one puppy. If Guardian chooses to receive payment in lieu of "pick of litter", payment will be given to the Guardian at the time of Title Transfer through the AKC.

For Male Guardian Dogs, the Guardian will receive 10% of the profits from each stud service rendered for the first 3 stud services. On the final stud service, the Guardian has the option to have "pick of litter" from their Guardian dogs final breeding, or receive payment as the cost of a single stud service. If Guardian chooses to receive payment in lieu of "pick of litter", payment will be given to the Guardian at the time of Title Transfer through the AKC.

Spay or Neuter must be completed by Breeder within 90 days of final breeding for males, and within 5 months of final whelping. *It is recommended that females are ideally given 3-4 months post whelping for their bodies to heal before spaying. This is also a crucial time to nurse momma back to former health.

Any Puppy kept by a Guardian, from their Guardian Dog's final litter, will be LIMITED REGISTRATION and NOT used for breeding purposes.

Breeder's Responsibility:

During the time the Guardians have possession of the Guardian Dog, the Breeder's responsibility to the Guardians will be:

- Provide the Guardian with a healthy Golden Retriever of any age.
- Provide instructions and guidelines for the required healthcare of the Guardian Dog, including required vaccines, food, deworming, flea and tick preventative and information on appropriate chew toys and other toys.
- Have contact with Guardian and Guardian Dog through home visits, phone calls and text message.
- Pay for Spay or Neuter at the completion on the contract or when Breeder deems the dog not be needed or in a physical condition to continue breeding.
- Help Guardian choose an approved Veterinarian to care for and treat the Guardian Dog.
- Provide training to recognize when a Female is about to come into heat and when to expect it.
- Inform on how to care for a female when she is in heat.
- Support with basic obedience training for Guardian Dog.
- Inform on how to care for and what to expect with a pregnant dog.
- Pay for all veterinary cost related to breeding such as Ofa tests, dna tests, etc..
- If the Guardian dog is female and goes into heat and is expected to be bred, Breeder will take possession of the Guardian Dog at the appropriate time for breeding, and stay with the Breeder for up to one week to complete breeding. The Guardian Dog then will be

returned to the Guardian for the gestation period (pregnancy). Breeder will take possession of the female approximately 1-2 weeks before the due date or no later than 56 days pregnant, and will remain with the breeder until the puppies are whelped and weaned (approximately 8 weeks).

- Provide the Guardian with post-natal care instructions once the Guardian Dog is returned to the Guardian.
- If the Guardian Dog is male, the Breeder may take possession of the Guardian Dog for breeding at any time with a 24 hour notice to the Guardian and may keep the Guardian Dog for as long as needed.
- Take back the Guardian Dog at any time, for any reason, if the Guardian is no longer able to keep the Guardian Dog through the end of this contract. No monies will be exchanged in the event of the Guardian returning the Guardian Dog.
- Always have a responsibility to the Guardian Dog first and foremost. If any part of this contract or expectations listed in this contract are not followed and the Breeder has concern for the Guardian Dog's well-being, the Breeder has the right to remove the Guardian Dog from the Guardian's home and terminate this contract. No monies will be exchanged in the event of the Guardian regaining primary care and housing for the Guardian Dog. This contract will immediately be VOID.

Guardian's Responsibility:

During the time the Guardian has possession of the Guardian Dog, the Guardian Shall:

- Agree to feed the Guardian Dog a balanced, Grain-full diet that does not include RAW food or any version of Grain Free. The REQUIRED food to feed is any recipe of:
 - Purina One, Purina Pro Plan, Royal Canin, Hills, Eukanuba, Wholesomeness, Authority, Natural Balance, Nutro-Nuggets (Kirkland), Kirkland Puppy.
- Vaccinate the Guardian Dog with Core vaccines your Veterinarian recommends, as well as Leptospirosis and Bordetella (these costs will be covered by the Guardian)
- Agree to keep the Guardian Dog on a Veterinary approved, oral, Flea and tick preventative from the months of March to October. Brands approved by Breeder are:
 - Bravecto (Oral, 3 month Flea&Tick)
 - Nexguard (Oral, 1 month Flea&Tick)
 - Simperica Trio (Oral, 1 month Flea,Tick&Heartworm)
- Agree to train the Guardian Dog to Breeder's standards. Breeder's standards include basic and intermediate obedience. Breeder will assist in some training, but the Guardian is financially responsible for formal training assistance through Breeder's Formal Trainer: Alyse Honnold, Purely Balanced K9 Training 1(509)844-3523
- Guardian must follow Breeder's nutritional guidelines, exercise the dog appropriately on a daily basis, pay for care and food-related expenses, and pay for visits to the veterinarian not related to breeding.

- Guardian must surrender the dog to the Breeder whenever requested and on occasions such as, but not limited to, breeding and veterinary visits.
- Guardian must inform Breeder of all and any vacations and planned absences.
- If the Guardian is in need of boarding or daycare, the Breeder is always the first choice. Any other persons caring for the dog in the Guardians absence, must be approved by the Breeder, in advance, and be able to meet the same availability to the Breeder for any Breeding related requirements while the Guardian is absent.
- Guardian agrees to cooperate in arranging transport (if available) of the dog to assigned location upon Breeder's request for testing, breeding or collection. Alternative arrangements may be made at Breeder's discretion and should be agreed upon by both parties.
- Guardian may not use or allow the use of the dog for breeding purposes except as those arranged for by the Breeder.
- Guardian is responsible to ensure that all persons residing with the Guardian and the Guardian Dog, understand and abide by the Guardian contract. This applies to all ages. Young Children should be watched closely while interacting with the Guardian Dog and never left alone with a young child.
- Failure to meet any of these obligations can result in the dog being removed from the Guardian home and termination of the Guardianship agreement.
- Immediate Payment to Breeder
If, prior to transfer of ownership from Breeder to Guardian, the following occurrences happen, the Guardian agrees to pay the Breeder the sum of \$ 10,000.00 (dollars):
 - Guardian, independently and without the expressed written consent of Breeder, has the dog spayed or neutered.
 - Guardian intentionally or out of negligence, causes injury to the dog that prevents the dog from being bred
 - Guardian intentionally or out of negligence causes death of the dog in any manner.
 - Guardian absconds with the dog, transfers possession dog to anyone other than Breeder, fails to advise Breeder of any change in Guardian's address, or ceases communication with Breeder.

Illness, Injury or Death of the dog while in Guardian's care :

- The Guardian is responsible for seeking prompt and appropriate veterinary care in the event of injury or illness of the Guardian Dog. If decisions need to be made regarding the type of treatment or care plan, these choices must be presented to and made by the Breeder only.
- Immediate emergency treatment is permitted to stabilize the Guardian Dog. The Guardian is expected to make PROMPT contact with the Breeder in case of an emergency, so Breeder can make decisions on treatment plan.

- The Guardian Is responsible for 100% of the cost for any emergency treatment, surgeries or extended hospital stays including overnight care that is not breeding related. This can be related to ANY illness/injury that is not breeding related and has occurred while in the care of the Guardian.
- If the Guardian Dog dies or due to negligence on the part of the Guardian, OR if the Guardian(s) are found negligent, the Guardian owes the Breeder \$ 10,000.00. Negligence is defined as:
 - Failure to contain or supervise the Guardian Dog in a responsible manner, Resulting in illness or death of Guardian Dog.
 - Leaving the Guardian Dog in a vehicle if the outdoor temperature is over 65 degrees, Resulting in illness or death of the Guardian Dog.
 - Leaving the Guardian Dog outside in extreme weather, resulting in illness or death of the Guardian Dog.
 - Failure in preventing the Guardian Dog from having access to toxic materials, resulting in illness or death of the Guardian Dog.
 - Leaving the Guardian Dog in the sole care of a person under the age of 18 years of age, resulting in illness or death of the Guardian Dog.
 - Any action or lack-there-of that results in illness or death of the Guardian Dog while in the care of the Guardian.
- If the Guardian Dog dies accidentally due circumstances beyond the control of the Guardian, the Guardian does not owe any payment to the Breeder. Examples: car accident, an intruder, terminal illness, dog attack.

Death of the Dog while in the Breeder's care. If the dog dies while in the Breeder's care, the Breeder will provide a severance in the amount of \$ 3,000.00 to the Guardian and the Guardianship relationship is terminated. The Guardian will have the opportunity to become a Guardian with a new dog that is chosen by the breeder. If the Guardian chooses to become a Guardian again, the severance amount of \$ 3,000.00 will be waived. The Guardian has 60 days to decide and the Breeder has 60 days to pay the severance.

Transfer of ownership of a proven breeding dog. At the end of the 6 -year contract or maximum of 4 litters (female), sooner if Breeder deems acceptable, the Guardian Dog will be spayed/neutered at the Breeder's expense. Legal ownership of the Guardian Dog will be transferred from the Breeder to the Guardian at this time. The Guardian will be reimbursed at this time for their "End of Contract Payment" if they did not choose to get "pick of litter".

Return of the dog. The Guardian may return the Guardian Dog to the Breeder at any time and for any reason and the Guardianship agreement will be terminated. If the Guardian Dog is returned to the Breeder in poor condition, physically, behaviorally or mentally, the Breeder does reserve the right to seek legal action against the Guardian for failure to meet the requirements listed in this contract.

THIS CONTRACT IS MADE AND SIGNED BY BOTH PARTIES TO ENSURE THE WELL-BEING AND PROTECTION OF THIS DOG. THIS CONTRACT CONSTITUTES THE FULL AGREEMENT BETWEEN

BREEDER AND GUARDIAN. NO OTHER WARRANTY, VERBAL OR WRITTEN, IS IMPLIED. THIS AGREEMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF WASHINGTON AND ANY LEGAL ACTION MUST BE BROUGHT IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON. ALL LEGAL FEES AND COSTS ASSOCIATED WITH SAID ACTION WILL BE PAID BY GUARDIAN(S).

READ, UNDERSTOOD AND AGREED TO BETWEEN BREEDER & GUARDIAN

BREEDER SIGNATURE

DATE

GUARDIAN SIGNATURE

DATE

WITNESS SIGNATURE

DATE