

# Guardian Contract

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

Guardian: \_\_\_\_\_

(Guardian) whose address

is: \_\_\_\_\_

And Phone number is: \_\_\_\_\_ 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 preform 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 Dogs Name: \_\_\_\_\_

Guardian Dogs Breed: \_\_\_\_\_

Guardian Dogs 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 6 years of stud services (male) from the Guardian Home Dog. Guardian Dog is the property of the Breeder until all terms of this contract has 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 and the Guardian shall have no ownership or possession rights to any use of the semen. For each litter whelped by a female, the guardian will receive payment of the cost of one puppy from the litter. Alternatively, the Guardian may choose to keep

a puppy from the litter. For each time a male is used to Sire a litter, the Guardian will receive 10% of the profits from each stud service rendered.

### **Breeder's Responsibility:**

During the time the Guardian's have possession of the Guardian Dog, the Breeder shall provide the Guardians:

- Provide the Guardian with a healthy Golden Retriever Puppy
- Instructions and guidelines for the healthcare of Guardian Dog, including required vaccines, worming, flea and tick control, and information on appropriate chew toys and other toys.
- Have contact with Guardian and Guardian dog through home visits, phone calls, 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 a Veterinarian to care for and treat Guardian Dog.
- Training to recognize when a Female is about to come into heat and when to expect it.
- Information on how to care for a female when she is in heat.
- Support with training and dog care for Guardian Dog.
- Information 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 dog is female, Breeder will take possession of the dog at the appropriate time for breeding, and stay with the breeder for up to one week, then will be returned to the Guardian for gestation period (Pregnancy). Breeder will take possession of the female approximately 1 week before the due date or at approximately 56 days pregnant, and will remain with the breeder until the puppies are whelped and weaned (approximately 8 weeks)
- IF the dog is male, the Breeder may take possession of the Guardian Dog for breeding at anytime with a 24 hour notice to the Guardian.
- Breeder will 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.

### **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 recommended food to feed is Purina One, Purina Pro Plan, Royal Canin, or Hills.
- 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.
- 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 if needed.
- Guardian(s) must follow Breeder's nutritional guidelines, exercise the dog appropriately, pay for care and food-related expenses, and pay for visits to the veterinarian not related to breeding.
- Guardian(s) must surrender the dog to the Breeder whenever requested and on occasions such as, but not limited to, breeding and veterinary visits.
- Guardian(s) must inform Breeder of vacations and planned absences. Any persons caring for the dog in Guardian(s)' absence must be approved by the Breeder in advance.
- Guardian(s) agrees to cooperate in arranging transport of the dog to assigned location upon Breeder's request for testing and collection. Alternative arrangements may be made at Breeder's discretion and should be agreed upon by both parties.
- Guardian(s) may not use or allow the use of the dog for breeding purposes except as those arranged for by the Breeder.
- Guardian(s) are responsible to ensure that all persons residing with the Guardian(s) and the dog understand and abide by the Guardian contract. 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 Breeders to Guardian(s), the following occurrences happen, the Guardian(s) agree to pay the Breeders the sum of \$ 10,000.00 (dollars):
  - Guardian, independently and without the expressed written consent of Breeders, has the dog spayed or neutered.
  - Guardian intentionally causes injury to the dog that prevents the dog from breeding or intentionally or out of negligence causes death of the dog.
  - 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 dog. If choices need to be made regarding type of treatment, these choices must be presented to, and made by, the Breeder unless emergency treatment is required.

- If the dog dies due to negligence on the part of the Guardian, the Guardian owes the Breeder \$ 10,000.00. Negligence is defined as:
  - Failure to contain or supervise the dog in a responsible manner.
  - Leaving the dog alone in a vehicle if the outdoor temperature is over 65 degrees
  - Failure to prevent the dog from having access to toxic materials.
  - Leaving the dog in the sole care of a person under the age of 14 years of age.
- If the dog dies accidentally due circumstances beyond the control of the Guardian, the Guardian does not owe any payment to the Breeder.

**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 \$ 2,500.00 to the Guardian(s) 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 \$ 2,500.00 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), or sooner if Breeder deems acceptable, said dog will be spayed/neutered at the Breeder's expense. Legal ownership of the dog will be transferred from the Breeder to the Guardian at this time.

**Return of the dog.** The Guardian may return the dog to the Breeder at any time and for any reason and the Guardianship agreement will be terminated.

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

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BREEDER SIGNATURE

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DATE

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GUARDIAN SIGNATURE

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DATE