

## Guardian Home Contract

This Guardian Home agreement is entered into this \_\_\_\_\_ (the "Effective Date"), between:

Little Golden Farm (Melissa Alvarez, the Breeder), and

Guardian \_\_\_\_\_

Guardian's Phone Number(s) \_\_\_\_\_

Guardian's Email Address \_\_\_\_\_

Little Golden Farm is a doodle Breeder that has developed a Guardian Home Program. This program allows Little Golden Farm's breeding dogs to be fostered by loving homes forever 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 support the Breeder's Breeding needs through the Guardian Home Program. As such, Breeder agrees to deliver a puppy to Guardian, and Guardian agrees to accept the Guardian puppy and perform by this agreement. NOW THEREFORE, in consideration of the preceding and other good and valuable care, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### Guardian Home Dog:

The Breeder agrees to deliver to the Guardian in sound condition ONE (1) FEMALE Doodle puppy (hereinafter designated "Guardian Home Dog" or "Guardian Home Female") described as follows:

BIRTH NAME: \_\_\_\_\_

WHELPING DATE: \_\_\_\_\_

SIRE BY: \_\_\_\_\_

DAM OF: \_\_\_\_\_

Signing of this Agreement and prior to delivery of Guardian Home Female, Guardian agrees to whelping 2 litter(s) (Hereinafter "contracted litter") of pups from Guardian Home Dog.

### Dog Ownership

Guardian Home Female Dog is the property of the Breeder until all terms of this agreement have been fulfilled. Upon satisfying this Agreement, Breeder will transfer Guardian Home Dog ownership to Guardian after the contract has been fully satisfied. First Breeding will happen during 2nd heat cycle (unless other arrangements are discussed), usually at about 18 months of age, with two consecutive Breeding, about every 6 to 8 months apart, with a litter size of more than one puppy.

### Guardian's Care Responsibilities

It is agreed that Guardian Home Dog is valued at \$5000 and will increase as she matures and when/if additional genetic tests are required and passed. Furthermore, this agreement is to assure that Guardian Home Dog will thrive

in her loving home, which is intended to be her forever home. As such, Guardian agrees to give full and proper care to Guardian Home Dog.

- **Feeding Program:** The Guardian agrees to feed Guardian Home Female Diamond Natural Skin and coat salmon and potato formula. (Link to be provided by Breeder.) Obesity is the cause of many problems in dogs, and of course, we want to avoid this.
- **Vaccinations:** The Guardian agrees to vaccinate the Guardian Home Dog by the standard vaccine schedule. These vaccinations include (for Guardian Pup): Distemper, Hepatitis, Parvovirus, and at three months of age, Rabies. (Adult) Guardian Female also requires Bordetella and Parainfluenza and regionally recommended vaccinations.
- Guardian Home requires flea prevention and heartworm medication.

### **Training of Guardian Home Dog**

- **Standards:** The Guardian agrees to train the dog in Basic Obedience.

### **Supervision**

The Guardian shall always keep the Guardian Home Female under close supervision and maintain her under physical control for this agreement. The Guardian Home is responsible for providing a fenced yard for Guardian Dog and all associated costs unless the Breeder approves other arrangements in writing. The Guardian is responsible for any damage or injury inflicted by the Guardian Home Female while in Guardian's possession. The Guardian waives all rights of and claims for contribution and indemnification from Breeder and, concerning any liability for damage or injury by the Guardian Home Female, agrees to pay and assume all such liability and damage and to forever fully indemnify Breeder.

### **Veterinary Expenses**

Guardian assumes all responsibility for all routine veterinary costs, including heartworm & flea control, vaccinations, teeth cleaning, and wellness exams. In the event of an accident or injury, Guardian assumes responsibility for all necessary veterinarian or hospital charges. In the event of illness, Guardian assumes responsibility for all the required veterinarian or hospital charges.

### **Breeder Access**

A representative of the Breeder may show, photograph, and have access to Guardian Home Female for genetic testing, veterinarian visits, and Breeding. Guardian agrees to provide Breeder with such access upon request. All health records, lineage information, and any document about Guardian Home Female will be available to both Breeder and Guardian. Guardian agrees to report all non-routine veterinary visits to Breeder and deliver veterinary reports by either email or regular mail to Breeder. Non-routine veterinary visits include all visits, excluding vaccinations, teeth cleaning, or wellness checks.

### **Breeding Contracted Litters**

Breeder holds breeding rights as described below:

- Guardian will assist in Breeding and agrees to the terms of this Agreement 2 female litters ("Contracted Litters") of puppies following Guardian Home Female's first birthday (after all tests are completed) or Female's 18-month date or beginning with her second heat, whichever comes first unless other arrangements are made in writing between the parties.

- The Breeder may choose not to use all Contracted Litters.

Suppose Breeder determines that fewer litters are required. In that case, a bill of sale will be given to the Guardian, transferring ownership of Guardian Home Dog to Guardian, and this agreement will be deemed satisfactory.

## **Financial Responsibilities**

**Breeders Responsibilities:** Breeder will be responsible for the following financial expenses related to the breeding of Guardian Home Dog:

- Genetic Testing
- Stud Fees
- Semen Collections and Shipments
- Veterinarian Breeding Assistance, including insemination or complications with delivery
- Well-puppy examinations at the time of first puppy shots
- First puppy shots and worming
- Well-puppy examinations and certificates of health for airline travel
- For advertising, new owner, and new Guardian Home selection for puppies.

**Guardian's Breeding Responsibilities:** Guardian will be responsible for the following financial expenses related to the breeding of Guardian Home Dog:

- Communication with Breeder upon request or monthly.
- Guardian shall communicate with Breeder each time Guardian Home Dog is in heat, beginning with the maiden heat and on every heat after that for the duration of this Agreement.  
(Heat is defined as the first day a spot of blood is noticed)  
Guardian home must inform Breeder when the dog is in heat. If the guardian family doesn't notify the Breeder, there will be a fine of \$500 made to the Guardian family.
- Guardian Home must protect the Female from all in-tact male dogs while in heat to prevent accidental Breeding.
- Care of Pregnant Guardian Home Dog: A nutritious diet of Diamond Natural Skin and coat salmon and potato formula is essential to ensure the Guardian dog's continued health and to develop solid and vigorous pups.

## **Whelping:**

- An intact female usually has a heat cycle lasting 14-21 days. We will need access to her for Breeding-related appointments during this time. When the Guardian female is in heat, the Guardian family is required to contact the Breeder immediately. Once she has been bred, she will remain with her Guardian Family until one week before her due date. At that time, the Guardian dog will come back to stay with the Breeder throughout her pregnancy and will be returned once her pups are fully weaned approximately 6-8 weeks later. Guardian Families are welcomed and encouraged to visit with scheduled appointments while their Guardian Dog is here at Little Golden Farm. Little Golden Farm will also give the Guardian home a "push present" after their guardian dog successfully delivers and raises each litter.
- Change of Address: The Guardian shall notify the Breeder in advance of any address or phone number changes so the Breeder may maintain an accurate and current listing. Guardian may only move outside of the existing living area or up to two (2) hours from Breeder and take Guardian Home Dog before the satisfaction of this Agreement unless Guardian obtains prior written consent from Breeder. If agreed to by Breeder and in writing, Guardian agrees to pay ALL travel expenses, Hotel, Gas, etc., associated with transporting Guardian Home Female for Breeding or puppy transport.

**Puppy Ownership:**

*All puppies from Contracted Litters are the property of Little Golden Farm*

The Guardian agrees to do their best to comply with all the terms of this agreement. If Guardian fails to comply with breeding requirements, Guardian agrees to pay Breeder in liquidated damages, not a penalty, a fee of TEN THOUSAND DOLLARS (\$10,000). This fee is a genuine estimate of damages that the Breeder may incur as it is the expected value of Guardian Home Dog's puppies to the Breeder's program. This fee is reasonable considering the harm caused by the failure to breed, the difficulty in proving the extent of monetary loss, and the inconvenience of obtaining an adequate remedy at law. In addition, Breeder maintains the right to recover possession of the Guardian Home Dog from the Guardian immediately.

**Spaying Guardian Home Dog:**

If Guardian spays Guardian Home Dog without Breeder's knowledge and written consent, Guardian agrees to pay Breeder in liquidated damages and not a penalty the sum of TEN THOUSAND DOLLARS (\$10,000). This fee is a genuine estimate of damages that the Breeder would incur if Guardian Home Dog can no longer be bred and the loss of lineage in the Breeder's program, which cannot be replaced. This fee is reasonable in light of the harm caused by the loss of the ability to breed the Guardian Home Dog, the difficulty in proving the extent of monetary loss, and the inconvenience of otherwise obtaining an adequate remedy at law.

**Unfit for Breeding:**

Suppose a Guardian Home Dog is deemed unfit for Breeding by a veterinarian due to health issues. In that case, a second veterinarian of the Breeder's choice must confirm that professional opinion. Upon the confirmation of diagnosis and with Breeder's agreement, the Guardian Home Dog shall be spayed, and this agreement will be satisfied.

**Accidental Breeding:**

Any accidental breeding must be reported to Breeder within 24 hours. Guardian acknowledges that Breeder operates a business, and any unintentional breeding will cause significant harm to Breeder's business. Guardian agrees to pay Breeder in liquidated damages and not a penalty, a fee of TEN THOUSAND DOLLARS (\$10,000.00) for any failure to report accidental breeding within 24 hours. This fee is a genuine estimate of damages that the Breeder may incur for not having an opportunity to take action after accidental Breeding. The price is reasonable in light of the harm caused by the unintentional Breeding, the difficulty of proving the extent of monetary loss, and the inconvenience of obtaining an adequate remedy at law. All puppies from accidental breeding are the Property of the Breeder and will be placed in homes by Breeder. Any accidental breeding does not constitute a Contracted Litter, and the Guardian will not be compensated; however, puppies from accidental breeding must be cared for with the same diligence and respect as puppies from contracted litters following the terms of this agreement.

**Breeding after Contract Satisfaction:**

To ensure the health of the guardian dog, there will be no breeding after the contract is terminated. The Breeder is fully responsible for all costs of spaying the guardian dog. Upon termination of said contract, the guardian dog shall be in full custody of the guardian home and inherit all ownership costs

**Term & Termination Term:**

The Term of this Agreement begins on \_\_\_\_\_ and terminates upon the delivery of the **2** Contracted Litter(s) of puppies to Breeder.

### **Termination by Breeder:**

Breeder may terminate this agreement without further notice upon Guardian's material breach of any agreement term. Upon termination, a Breeder representative may recover possession of the Guardian Home Female for immediate rehoming with no compensation to the Guardian. Nothing in this section precludes Breeder from collecting any liquidated damages due by any other area of this Agreement.

### **Termination by Death of a Canine**

- **Death of a Canine by Preventable Causes:** If Guardian Home Female dies from a preventable cause, including a preventable accident, Guardian agrees to pay Breeder in liquidated damages and not a penalty the fee of FIVE THOUSAND DOLLARS (\$5000), which is the genuine estimated value of the Guardian Home Dog at the time of this Agreement. This fee is reasonable in light of the harm caused by the loss of the Guardian Home Dog to the Breeder's program, the difficulty in proving the extent of monetary loss, and the inconvenience of otherwise obtaining an adequate remedy at law. Other causes of death or natural disasters must be certified by two veterinarians, the veterinary cost of which is the responsibility of the Guardian. If two veterinarians approve that the end was not preventable or constituted an act of God, Guardian will be released from any financial liability to Breeder. As such, veterinarian certification of the cause of death is required until this Agreement is satisfied.
- **Death of a Canine while in Breeder's Possession:** Notwithstanding the preceding, if Guardian Home Female dies in Breeder's possession or during pup birthing activity, Breeder will replace the female Guardian home dog with another of equal quality. The replacement dog will only have breeding obligations if both parties agree in writing and ownership.

### **Termination by Guardian:**

Guardian may terminate the Agreement in writing subject to the preceding provisions. Upon termination, Guardian must return Guardian Home Dog to Breeder within three (3) days. Any liquidated damages following this Agreement are due to Breeder immediately upon providing notice.

### **Change of Guardian Home Circumstances:**

Should Guardian's circumstances change so Guardian cannot keep the Guardian Home Dog, the Guardian Home Dog must be returned to Breeder. Any compensation due to Guardian will be withheld until after the Guardian Home Dog is rehomed and after rehoming expenses are deducted, including but not limited to advertising and travel expenses.

### **Miscellaneous**

**Integration:** This Agreement and the other Transaction Documents constitute the Agreement between the Parties concerning the subject matter hereof and supersede all other prior agreements and understandings, both written and oral, between the Parties or any of them concerning the subject matter hereof and thereof.

**Severability:** If any provision of this Guardian Home Agreement is determined by a court in Miami-Dade County to be unenforceable to any extent, the rest of that provision and of this Agreement will remain enforceable to the fullest extent permitted by law.

**Binding Effect:** Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, legatees, legal representatives, successors, transferees, and assigns.

**Governing Law:** The laws of the State of Florida shall govern the validity of this Agreement, 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.

**Submission to Jurisdiction:** Waivers the Breeder and Guardian agree that disputes arising from or relating to this Agreement shall be brought exclusively in the Courts in Miami Dade county. The Seller and Purchaser consent, submit to jurisdiction in such courts and waive all rights to trial by jury.

**Enforcement:** In the event, either party shall seek enforcement of any covenant, warranty, or other term or provision of this Agreement or seek to recover damages for the breach thereof, the party which prevails in such proceedings shall be entitled to recover reasonable attorneys' fees and expenses incurred by it in connection in addition to that.

**Amendments:** Any amendments to this Agreement may only be made in writing and signed by all the parties hereto.

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed as of the Effective Date.

**Breeder**

Melissa Alvarez – Little Golden Farm

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

Date \_\_\_\_\_

**Guardian**

Full Name \_\_\_\_\_

Address of Guardian  
\_\_\_\_\_

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

Date \_\_\_\_\_