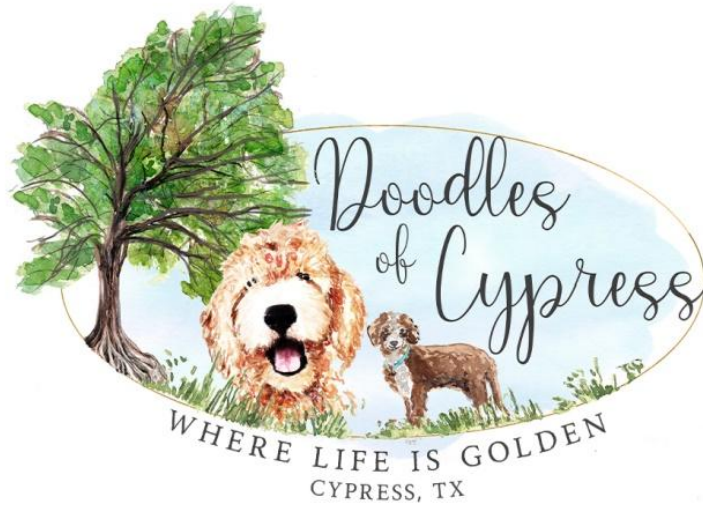




DOODLES OF CYPRESS

"Where life is Golden...With a DOODLE!"

Guardian Home Contract

This Guardian Home Agreement Contract is entered into between Charlie Nichols & Jennifer Nichols (DOB Doodles Of Cypress, hereafter referred to as, "Breeder") and the Guardian. The Guardian's Information is listed here:

Full Legal Name of one or both Guardians (hereafter referred to as, "Guardian"):

Address: _____

Phone Number: _____

Email Address: _____

Facebook Profile of one or both if two Guardians are listed: _____

Instagram Profile of one or both if two Guardians are listed: _____

DESCRIPTION OF THE RELATIONSHIP:

Breeder is a "Doodle" breeder that has developed a Guardian Home Program. This program allows the Breeder's breeding/stud dogs to be fostered by loving forever homes while still maintaining status as a breeding dog for a contracted number of litters/set number of years. The Guardian seeks to provide a puppy with a loving forever home and also 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 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 deliver to the Guardian in sound condition one (1) female or male puppy of their before agreed upon breed (hereinafter designated as "Guardian Dog").

Guardian Dog's Name: _____

Guardian Dog's Breed: _____

Guardian Dog's Color: _____

Guardian Dog's Microchip#: _____

Guardian Dog's Birthdate: _____

The Guardian Home will receive the Guardian Dog for \$0.00 purchase price. In other words, the Guardian Home will not be charged for the receipt of the Guardian Dog.

Signing of this Contract and prior to delivery of Guardian Dog, Guardian agrees to the guardian dog whelping 4-5 litters of pups (females) or up to 6 years of stud service (males) from Guardian Home Dog. (This is contingent upon the health of the Guardian Dog.) Guardian Dog is the property of the Breeder until all terms of this Contract have been fulfilled. First breeding must be completed (unless other arrangements are made) within 2 years of signing (at the Breeder's discretion), or Guardian Dog shall be returned to Breeder. Upon Satisfaction of this Contract, Breeder will spay/neuter the Guardian Dog and transfer ownership of Guardian Dog to Guardian after the contract has been fully satisfied. Likewise, any puppies born to a female, or any semen from a male dog, shall be the sole and separate property of the Breeder's and the Guardians shall have no ownership or possession rights to any puppy born from Guardian Dog or the use of the Guardian Dog's semen.

BREEDER'S RESPONSIBILITY:

During the time the Guardian has possession of the Guardian Dog, the Breeder shall provide the Guardian:

1. A healthy puppy.
2. Dietary guidelines and instructions for health care of the Guardian Dog, including worming and vaccination information, information on appropriate chew toys and other toys.
3. Contact with Guardian and Guardian Dog during the time before whelping and then during the time after whelping that the Guardian Dog is with the Breeder. This can be through a virtual platform such as zoom, Doxy, or cell-phone based apps.
4. Pay for neuter/spay (non-negotiable) at the completion of contract or when Breeder deems the dog to not be needed or in a physical position to continue breeding.
5. Help Guardian choose a veterinarian to provide medical care to the dog.
6. Training on recognizing when a female comes in heat and approximate dates when to expect this.
7. Support with finding appropriate training/dog care for Guardian Dog.
8. Information on what to expect and how to care for a pregnant female, including the pre-natal vitamins that are given daily.
9. Pay for all veterinary expenses as related to breeding-related costs (hip x-rays, OFA examinations/registrations, genetic testing, etc.).
10. If the dog is female, Breeder will take possession of the dog at the appropriate time for breeding and the dog will remain with the Breeder for approximately one week, then would be returned to Guardian for the Guardian Dog's gestation period (pregnancy).
11. If the dog is female, the Breeder may require the Guardian to take the Guardian Dog to receive Progesterone Testing during the fertile cycle (paid for by the Breeder), and additionally may require the Guardian to take the Guardian Dog to the Reproductive Vet to be artificially inseminated, no more than two times per fertile cycle (Breeder pays for this Veterinary Visit).
12. The Breeder will take possession of the female Guardian Dog up to 14 days prior to her due date and she will remain with the breeder until her puppies are whelped and weaned (up to 8 weeks).

13. If the Guardian Dog is male, Breeder may take possession of the Guardian Dog for breeding at any given time, for multiple days at a time. Good coverage of a Dam's most fertile portion of her cycle could take up to a week. If semen is requested instead of live cover, Guardian will be responsible for transporting Guardian Dog at the required designated time to the reproductive Veterinarian for gathering semen if the Breeder needs the Guardian to do so. Breeder will pay for Reproductive Veterinary fees, if assessed.
14. The Breeder agrees to not require the Guardian to travel to Reproductive Veterinarian more than 3 weeks out of a month (each week could result in up to two trips to the Reproductive Veterinarian). The frequency will depend on whether the Guardian Dog is used by outside programs, or just used for Doodles Of Cypress. If the Guardian Dog is used for outside programs, once the Guardian Dog is proven (proven = a live litter of 2 or more live puppies), the Breeder agrees to give the Guardian \$50 per trip to the Reproductive Veterinarian, not to exceed \$100 total, per round of breeding (two trips/collections = a round of breeding). Breeder will pay the Guardian out of the Stud Fee the Breeder collects from the Outside Program Dam Owner. If the Guardian is transporting the Guardian Dog to be collected for Doodles Of Cypress, the Guardian will be paid \$100 per litter the Guardian Dog sires, for litters resulting in 6 puppies or more, after all puppies have been paid for and gone home from said litter.
15. The reason why the Breeder agrees to compensate the Guardian of a Male Stud Guardian dog is that there is considerably more travel and Guardian's time involved in being the Guardian of a male stud dog.

NO WRITING BELOW THIS LINE ON THIS PAGE IS ADMISSABLE TO THE CONTRACT.

GUARDIAN'S RESPONSIBILITY:

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

1. Agree to feed the Guardian Dog the feed the Breeder is currently feeding. Guardian agrees to feed this feed until this contract is complete. Cost of feed is the Guardian's.
2. Agree to vaccinate the Guardian Dog in accordance with veterinary standards. **These costs will be covered BY THE GUARDIAN.** These vaccinations include (for Guardian Puppy):
 - a. Distemper, Hepatitis, Leptospirosis (ONLY if the Veterinarian recommends it), Parvovirus, and Parainfluenza (DHLPP). If your chosen Vet provides a combo shot with Canine Coronavirus, that should be included as well. When the Guardian Puppy reaches 3 months of age, Guardian will get a Rabies Vaccination and county registration.
 - b. Guardian agrees to space out the vaccines so as not to overwhelm the dog's immune system. The puppy will come with the basic combo shot from the Breeder (Distemper, Hepatitis, Parvovirus, Parainfluenza, Adenovirus). The next round of shots will be given in the Guardian's possession and should NOT be earlier than 3 to 4 weeks from the initial vaccines given while in the Breeder's possession. At this appointment, the Guardian will have the 2nd round of combo shot (in accordance with what was given at the 1st vaccination – please see your veterinary records given to you at Go-Home), and then the Guardian should then add the 1st of 2 boosters of Bordetella. Then 3 to 4 weeks later, a 3rd combo shot (in accordance with what was given at the 1st vaccination) will be administered, the 2nd booster of Bordetella, and the 1st of 2 boosters of Canine Influenza will be given. Then 3 to 4 weeks later, a 4th round of combo shots (in accordance with the combo shot given at the 1st vaccination) will be given, along with the 2nd Canine Influenza booster. Then finally, 3 weeks after this appointment, the Guardian will return for the final vaccination – Rabies, which is always to be given ALONE. Vaccinating in this way decreases the load on the puppy's immune system and also allows the veterinarian to easily identify vaccination allergic reactions. ALL Guardian puppies should be vaccinated in

this way, at these intervals. It does not matter if your veterinarian says it can be done differently. This is the requirement for Doodles Of Cypress.

- c. Guardian Dog (adult) shall receive: Bordetella and Canine Influenza (and any regionally-recommended vaccinations.)
 - d. Guardian will space out these vaccinations over a number of visits in order to ensure that the Guardian Dog's immune system is not overwhelmed and also allow the determination to be made if there is an allergic reaction to a vaccine so planning can be made for future vaccination (see specific instructions in b.)
3. Agree to provide heartworm and flea & tick prevention, administered on a MONTHLY basis. The Guardian has 2 options for flea and tick control and one option for heartworm prevention:
- a. Flea Treats, which are daily vitamins that create a level of B vitamins in the dog's bloodstream that make them unattractive to fleas and ticks. These can be found at www.FleaTreats.com. These are extremely affordable, but must be administered daily in accordance with the Guardian Dog's weight.
 - b. Wondercide Flea and Tick collar. These cannot be submerged in water, so must be removed prior to a bath. They must be replaced every 4 months, without fail. They are very affordable as well and can be found at www.Wondercide.com.
 - c. HeartGard chewables will be used on a monthly basis for the prevention of a number of parasitic worms as well as Heart Worms. These can be purchased online at places like Chewy.com or other online pet pharmacies, or at your local vet. No substitution for heart worm prevention will be accepted and if Guardian fails to keep the Guardian Dog on monthly heartworm prevention this contract will be voided and the Guardian Dog immediately returned to the Breeder. Heart Worms are deadly and 100% preventable. Texas is a HOTBED for Heart Worm infestation, and heart worm prevention is absolutely NON-NEGOTIABLE.
 - d. All flea and tick and heart worm prevention medications are the financial responsibility of the Guardian.

- e. If at any time the Breeder informs the Guardian in writing that changes need to be made to food, flea/tick medications, heart worm prevention, the Guardian agrees to follow this instructions fully and without delay.
4. Agree to train the Guardian Dog to the Breeder's standards. Breeder's standards include basic and intermediate obedience. While the Breeder will assist with consulting for some training, professional training will be paid for by the Guardian.
5. At all times keep the Guardian Dog under close supervision and maintain them under physical control at all times for the duration of this Contract. The Guardian is responsible for any damage or injury inflicted by the Guardian Dog while in Guardian's possession. The Guardian waives all rights of and claims for contribution and indemnification from Breeder and, with respect to any liability for damage or injury by the Guardian Dog, agrees to pay and assume all such liability and damage and to forever fully indemnify Breeder.
6. In the event of an accident or injury, Guardian assumes responsibility for all necessary veterinary or hospital charges. In the event of illness, Guardian assumes responsibility.
7. Agrees to maintain Trupanion Pet Insurance, at the Guardian's expense, making sure that Trupanion understands the Guardian Dog is a BREEDING DOG. The Guardian Home Puppy will come with 1 free month of Trupanion, but Guardian agrees to maintain this insurance through the life of the contract.
8. Assumes responsibility for all routine veterinary costs including heartworm/flea control/prevention, teeth cleaning, and wellness exams.
9. Breeder may show, photograph, and have access to Guardian Dog for genetic testing, veterinary visits, and breeding. Guardian agrees to provide Breeder with such access upon request, realizing that breeding occurs 365 days a year, and is not at the control of the Breeder but at the control of nature.
10. All health records, information regarding lineage, and any document pertaining to Guardian Dog will be available to both Breeder & Guardian.
11. Agree to report all non-routine veterinary visits to Breeder and deliver veterinary reports by email to Breeder. Non-routine veterinary visits include all visits excluding vaccinations, teeth cleaning, or wellness checks.

12. Agrees to communicate with Breeder each time Guardian Dog is in heat (female), beginning with the Maiden Heat and every heat thereafter for the duration of this Contract.
13. Heat is defined as swelling of the vulva and the first day of a spot of blood is noticed. Guardian must keep the Guardian Dog away from all intact male dogs while she is in heat to prevent accidental breeding (female). Guardian must keep Guardian Dog away from all females in heat (other females breeder is working with) to prevent unwanted mating (males).
14. Agrees NOT to own/harbor any intact males or females in the same home as the Guardian Home.
15. Agree to notify Breeder in advance of any changes of address or phone number so Breeder may maintain an accurate and current listing. If Guardian moves, they must get a consent in writing from Breeder. If not, Breeder has the right to remove Guardian Dog from Guardian. If agreed to in writing by Breeder, Guardian agrees to pay ALL travel expenses, hotel, gas, or any other fees associated with transporting Guardian Dog to the new home and for future breeding/puppy transport.
16. Agree to safely confine Guardian Dog by using a traditional fence (does NOT include invisible fence), restraining the dog by using a leash (not an expandable or retractable type of leash) whenever outside the Guardian's home/yard, especially during the female dog's heat cycle and at all times with a male. Guardian shall not use an expandable/extendable leash. Notwithstanding the above, once the dog has been trained to respond to voice commands off leash, retrieving for exercise will be permitted. Guardian agrees NOT to take guardian dog to any "Dog Park" or "Doggy Daycare" program. There are lots of reasons for this including injury and death, but also Brucellosis is ALWAYS a concern for breeding dogs and can be contracted from infected urine or feces of an infected animal.
17. A female may not be left outside in the yard of Guardian Home, or any home/premises, during her heat cycle (heats last approximately 3 weeks, no more than 2 times per year). At this time a female may be left inside the home and away from all other dogs, or inside a secure crate.

18. Agree to establish as the primary practice in the Guardian Home, to keep the Guardian Dog inside with the Guardian and be an inside-the-home member of the Guardian family. In other words, Guardian agrees to NEVER house the Guardian Dog outside the home, in a run, tied to a run-line, in an outside dog-house/kennel, etc. Guardian agrees that unless supervising exercise, or taking a potty break outside, the Guardian Dog is to reside in the home with the Guardian.
19. Agree to provide adequate exercise for the dog on a daily basis, but not over-exercise the puppy during critical growth stages.
20. Agree to NEVER take Guardian Dog to a Dog Park. Other dogs and their owners are unpredictable and unsafe when considering the possible mishaps and injuries that can be incurred by the Guardian Dog in such public environments.
21. Agree, that if Guardian's home is one that has slick flooring surfaces (I.E. wood, laminate, tile, etc.) that Guardian will ensure rubber backed rugs are placed in high traffic areas so that Guardian Dog will not unnecessarily skid and slip, which could cause symptoms of dysplasia, rendering the Guardian Dog UNFIT to breed.
22. Agree to consult with Breeder at the first sign of illness or at the time of injury.
23. Agree to deliver Guardian Dog to Breeder or meet Breeder upon request with 24 hour notice for breeding purposes, testing, etc.
24. Agree to keep Guardian Dog well-groomed AT ALL TIMES. The Guardian Dog will need regular brushing to help keep coat from matting. Utilize a professional groomer with a good reputation and known experience with 'doodle/poodle' grooming when needed every 6 to 8 weeks to keep the coat well maintained and healthy. Breeder will suggest grooming products.
25. Agree to stay ahead of ear infections by administering Ear Cleaning/Drying solution WEEKLY. The Breeder will provide suggestions for products to use for this purpose.

MISCELLANEOUS:

Removal of Guardian Dog – Breeder may remove Guardian Dog from the possession of Guardian for non-compliance of terms of this Contract, at which time the Contract shall terminate. Breeder agrees to consult with Guardian before permanently removing the

Guardian Dog from Guardian's possession unless, in the judgment of the Breeder, the Guardian Dog must be immediately removed from the possession of Guardian in order to protect the health, welfare, and safety of the Guardian Dog. If the Guardian Dog does not need to be immediately removed from the Guardian's possession, Breeder shall give Guardian a reasonable amount of time to comply with Breeder's requirements for maintaining the health, welfare, and safety of the dog before permanently removing the Guardian Dog. Breeder may immediately remove a stud dog from the Guardian Home should the Guardian hire out the stud or sell his semen without specific written permission from Breeder. If this were to occur, the Guardian would also pay the Breeder \$2000.00, which is the value of said stud service or semen.

Death of Guardian Dog, Breeder's Possession – Should the dog die from natural or accidental causes, that are not considered negligence (examples of negligence would be non-compliance of using a leash or not keeping the yard fence in good repair and gate closed and locked) this Contract shall terminate upon the happening of such occurrence, and neither party shall have any further obligation to the other party. Both parties may consider entering into a new Guardian Home contract at this time, if both parties agree to this.

Death of Guardian Dog, Guardian's Possession – Should the Guardian Dog die from natural or accidental causes, that are not considered negligence (examples of negligence would be non-compliance of using a leash or not keeping the yard fence in good repair and gate closed and locked) this Contract shall terminate upon the happening of such occurrence and neither party shall have any further obligation to the other party. Both parties may consider entering into a new Guardian Home contract at this time, if both parties agree to this. If the death is the result of negligence and or from the non-compliance examples mentioned above, the Guardian shall reimburse the Breeder with the replacement cost of a puppy (up to \$6000.00). Beginning after the Guardian Dog's 2nd birthday, each year following that the Guardian Dog ages, the \$6000.00 is reduced by \$100 (i.e. should the Guardian Dog live to 3 years old, the Guardian would reimburse the Breeder \$5900.00 and the same pattern follows depending on the age of the Guardian Dog).

Transfer of Ownership – When Breeder, in the sole and absolute discretion of Breeder, determines that the Guardian Dog shall no longer be used for breeding purposes, Breeder shall have the dog spayed/neutered and shall transfer ownership of the Guardian Dog to Guardian. Breeder will pay all costs associated with the spay/neuter.

Return of Guardian Dog – During the term of this Contract, Guardian may permanently return the Guardian Dog to Breeder for any reason, at which time this Contract shall terminate. In this instance, the Breeder will not owe the Guardian any costs associated with the caretaking of the Guardian Dog. The Guardian will be responsible for any veterinary or transportation costs associated with the return of the Guardian Dog.

Accidental Breeding – Any accidental breeding must be reported to Breeder within 24 hours. Guardian acknowledges that Breeder operates a business, and any accidental breeding will cause significant harm to Breeder's business and possibly the Guardian Dog, including life-threatening Sexually Transmitted Diseases that if contracted could cause the Guardian Dog to be required by law to be euthanized. Guardian agrees to pay Breeder in liquidated damages and not a penalty, a fee of \$5,000.00 for any failure to report an accidental breeding within 24 hours. This fee is a genuine estimate of damages that may be incurred by Breeder for not having an opportunity to take action after accidental breeding. The fee is reasonable in light of the harm that will be caused by the accidental breeding, the difficulty of proving the extent of monetary loss, and the inconvenience of otherwise obtaining an adequate remedy at law. (There will be no aborting of litters unless proven to be life threatening to female.) All puppies from an accidental breeding are the Property of 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 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.

Immediate Payment to Breeders – If, prior to transfer of ownership from Breeder to Guardian, the following occurrences happen, the Guardian agrees to pay the Breeder the sum of \$15,000.00:

1. Guardian, independently and without the expressed written consent of Breeder, has the dog spayed or neutered.
2. Guardian intentionally causes injury to the dog that prevents the dog from breeding or intentionally or out of negligence causes the death of the Guardian Dog.
3. Guardian absconds with the Guardian Dog, fails to advise Breeder of any change in Guardian's address, or ceases communication with Breeder.

Non-Transferable – This Contract shall not be transferred to another Breeder or Guardian in whole or in part without prior agreement.

Image Rights – Any pictures taken by the Breeder are of a professional quality and shall not be altered by the Buyer. Buyer also does not have permission to use these photos to sell to a third party. However, any pictures the Breeder posts on Instagram or Facebook of the Buyers puppy may be copied by the Buyer and posted to their own social media accounts to share with family and friends (only). Any images shared by the Buyer through email, text, or social media will be available for Breeder to copy and share on Doodles Of Cypress social media accounts. Breeder will tag Buyer in any posted images, should Buyer wish Breeder to do so.

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 or any of them with respect to the subject matter hereof and thereof.

****No Writing Under This Line Of Text On This Page Is Valid****

Severability – If any provision of this Guardian Home Contract is determined by any Texas Court to be unenforceable to any extent, the rest of that provision and of this Contract will remain enforceable to the fullest extent permitted by law.

Binding Effect – Except as otherwise provided in this Contract, every covenant, term, and provision of this Contract 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 Texas 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.

Submission to Jurisdiction Waivers – the Breeder and Guardian agree that disputes arising out of or relating to this Contract shall be brought exclusively in the Courts of the State of Texas. The Breeder and Guardian consent and 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 Contract or seek to recover damages for the breach thereof, the party which prevails in such proceedings shall be entitled to recover reasonable attorney's fees and expenses actually incurred by it in the connection therewith.

Amendments – Any amendments to this Contract may only be made in WRITING, signed by all the parties hereto.

NO WRITING BELOW THIS LINE ON THIS PAGE IS ADMISSABLE TO THIS CONTRACT

IN WITNESS WHEREOF, each Party has caused this Contract to be duly executed as of the Effective Date: _____

The Term (Effective Date) of this contract begins on _____ and terminates upon the delivery of 4 to 5 (determined by the Breeder) Contracted Litters (females) or 6 years of stud services (males) to Breeder.

Guardian Printed Name

Guardian Signature

Breeder Printed Name

Breeder Signature

Breeder Printed Name

Breeder Signature