

# **GUARDIAN HOME AGREEMENT**

336-429-6793 lankford\_summer@yahoo.com 310 Evergreen Dr Mary Esther, FL 32569

# Owner (Breeder)

Full Name: Summer Lankford Website: summersundoodles.com

## Puppy

Name: Breed: Color: Date of Birth: Microchip #:

# **Guardian Family**

Full Name:
Address:
City:
State:
Zip Code:
Email:
Mobile:

## Welcome to Our Program!

We created a Guardian-Home Program to grow our breeding program while still providing each of our breeding dogs with a loving environment in a guardian family. By joining our Program, you desire to and will act as a guardian for a dog that is either a female potential breeder or proven breeder or a male potential breeder or proven breeder ("the Dog"), subject to the terms of this Agreement.

The following will spell out the Guardian-Home Program, including our requirements for guardian families while the Dog is a part of the breeding program. The obligations we will assume as owner, and how the Dog will become a permanent member of your family.

## Benefits of the Guardian-Home Program

To the Guardian family:

The Dog is "pick of the litter" with an estimated value of \$10,000 to \$15,000. Your initial cost is \$0. Breeder will pay all vet costs for health testing associated with the breeding of the Dog.

## Initial Obligations of Guardian Family



As part of the Guardian-Home Program, we require that you:

1. Live within 2 hours of Mary Esther, FL.

2. Own your own home or have written permission from your landlord to have a dog.

3. Have physical fencing to provide a safe and secure environment for the Dog. This also protects the Dog from any unplanned, unwanted pregnancies and is crucial!

4. Never leave the Dog off leash in an unsecured area. NO dog parks allowed!

5. Have reliable transportation and willingness to bring the dog to us when needed throughout the year for breeding purposes (i.e. testing, breeding, litters, etc.). All health testing and emergency vet care related to breeding is to be done by an approved veterinarian and is paid for by the Owner.

6. Maintain open lines of communication with us concerning any matter related to the Dog.

7. Keep the Guardian Dog on Open Farm food unless another is approved by the Breeder. Keep the Dog on a monthly heartworm, flea and tick prevention. Keep the dog mat free and take to me or a professional groomer every 4-12 weeks.

8. Understand that the breeder may need to make decisions about your female or male and you will have to respect those decisions. Examples may include, but are not limited to: keeping the female longer, additional vet care, etc. All decisions WILL ALWAYS BE for the betterment of the Dog.

9. Give Summer Sun Doodles permission to use your name in all of its publications, including websites and promotional initiatives.

### 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 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 Breeder, Owner shall, by written evidence of transfer, assign and transfer ownership of the Dog to the Guardian Family after spay/neuter.

#### Possession

General: 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.





**Female:** Owner requires access to female breeding dog for reasons including, but not limited to:

1. Veterinary appointments for general purposes and/or to monitor pregnancy – possibly two (2) visits.

2. Breeding - 6-8 days after first sign of going into heat (blood) until 1-3 successful hooks (usually 6-9 days). You can bring her to the breeder every other day - three (3) times on average or leave her for the duration of the stay. This decision can be made by the Guardian family, at the discretion of the breeder.

3. Whelping (7-14 days) days prior to the Dog's due date and up until the puppies are weaned at approximately 6 weeks after birth. This process lasts approximately 7-9 weeks total.

4. The Guardian Family shall not transfer possession of the Dog to any person without the prior written consent of Owner.

5. Breeder has the right to visit the residence of the Guardian Family at least once per calendar year to discuss with the Guardian Family any issues concerning the care and supervision of the dog.

6. Females will not be bred more than 5 times. This will be depending on each dog.

7. 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 dog will be removed from the home – no question.

8. Females MAY NOT live in guardian homes with INTACT MALES and MAY NOT be bred to males who have not been approved and arranged by us.

#### Male:

1. Males MAY NOT live in guardian homes with INTACT FEMALES and MAY NOT be bred to females who have not been approved and arranged by us. This is to ensure the health of the male and avoid contracting canine brucellosis, a contagious bacterial infection. Infected dogs usually develop an infection of the reproductive system, or a sexually transmitted disease and must be euthanized.

2. The male must be available for breeding on short notice, usually within 3-10 days. There may be occasional last-minute requirements with less than 48 hours' notice, but those will be few and far between. When the breeding window opens). You can bring him to the breeder every other day – three (3) times on average or leave him for the duration of the stay (usually 3-9 days). This decision can be made by the Guardian family, at the discretion of the breeder.

3. The Guardian Family shall not transfer possession of the Dog to any person without the prior written consent of Owner.

4. Breeder has the right to visit the residence of the Guardian Family at least once per calendar year to discuss with the Guardian Family any issues concerning the care and supervision of the dog.

5. Males will not be bred after 7 years of age.

6. 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 dog will be removed from the home – no question.







**Female:** Owner requires access to female breeding dog for reasons including, but not limited to:

1. Veterinary appointments for general purposes and/or to monitor pregnancy – possibly two (2) visits.

2. Breeding - 6-8 days after first sign of going into heat (blood) until 1-3 successful hooks (usually 6-9 days). You can bring her to the breeder every other day - three (3) times on average or leave her for the duration of the stay. This decision can be made by the Guardian family, at the discretion of the breeder.

3. Whelping (7-14 days) days prior to the Dog's due date and up until the puppies are weaned at approximately 6 weeks after birth. This process lasts approximately 7-9 weeks total.

4. The Guardian Family shall not transfer possession of the Dog to any person without the prior written consent of Owner.

5. Breeder has the right to visit the residence of the Guardian Family at least once per calendar year to discuss with the Guardian Family any issues concerning the care and supervision of the dog.

6. Females will not be bred more than 5 times. This will be depending on each dog.

7. 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 dog will be removed from the home – no question.

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#### Male:

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2. The male must be available for breeding on short notice, usually within 3-10 days. There may be occasional last-minute requirements with less than 48 hours' notice, but those will be few and far between. When the breeding window opens). You will need to take him to the vet to get a frozen semen shipment to the Breeder(owner).

3. The Guardian Family shall not transfer possession of the Dog to any person without the prior written consent of Owner.

4. Breeder has the right to visit the residence of the Guardian Family at least once per calendar year to discuss with the Guardian Family any issues concerning the care and supervision of the dog.

5. Males will not be bred after 7 years of age.

6. 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 dog will be removed from the home – no question.



## **Guardian Family Obligations**

1. Raise the dog as an indoor dog. Never to dwell outside.

2. When left at home, safely contain the dog indoors (a kennel is preferred).

3. Comply with Owner's nutritional and dietary guidelines and pay all cost and expenses associated with feeding the dog.

4. Provide the Dog with regular exercise and socialization (people, locations and only spayed or neutered dogs).

5. **Wynn Haven or Hillman** are the only vets the Dog will see, unless there is an emergency and that is not an option. The Guardian Family can decide which one is more convenient for them.

6. Provide pictures and updates every month.

7. Schedule and pay for all veterinary appointments (other than those associated with breeding, which will be covered by the Owner) and provide routine medical care appropriate for the breeding Dog.

8. Continue to ensure the dog is compliant, kennel-trained, housebroken, and leash-trained. The Dog's puppies' safety relies on calm and focused behavior.

9. Notify the Owner of any planned vacations and change of address, phone or email. The dog will never dwell in a boarding kennel without approval of the Owner/Breeder.

10. Provide photos of the Dog when requested by the Owner.

11. Understand the guardian dog is also financial investment we are placing in your care. Any violation of the above or negligence on your part that affects the dog's ability to breed could result in a \$5,000 penalty fee owed to us.

12. If the dog is altered OR bred without written consent of the breeder, guardian will owe breeder a sum of \$20,000. Any legal costs involved with obtaining this payment will also be paid by guardian.

## **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 Owner's determination that the Guardian Family is non-compliant with the terms of this Agreement and such non-compliance poses significant risk to the health, welfare and safety of the Dog, at which time possession of the Dog returns to the Owner.

3. Immediately, upon the death of the dog from natural or accidental causes.

4. Immediately, upon the Guardian Family's permanent return of the Dog to the Owner for any reason.

## 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.

IN WITNESS HERE OF:

The parties have executed this Agreement as of

OWNER/Breeder:

GUARDIAN FAMILY: Print Name:

