

49 North Female/Dam Guardian Home Contract

This agreement dates as of _____, 20__ is between **Sarah Ramsden of 49North French Bulldogs** (Breeder), and _____ (Guardian).

The subject of this Agreement is the Guardianship of the below described dog:

- REGISTERED NAME: _____
- REGISTERED NUMBER: _____
- DATE OF BIRTH: _____
- MICROCHIP#: _____

The Breeder and the Guardian agree as follows:

1. **Ownership.** Ownership and all right, title, and interest of the dog shall remain with the Breeder until Breeder (at its sole discretion) transfers ownership of the dog to the Guardian. Any puppies born to a female dog shall be the sole and separate property of the Breeder and Guardian shall have no ownership, interest or right to possess any such puppies.
2. **Possession.** Upon execution of the Agreement, Breeder shall transfer possession of the dog to Guardian. Guardian shall retain possession of the dog and shall provide physical/medical care and supervision of the dog subject to the terms and conditions of this Agreement.
3. **Breeder's Obligations and Rights.** During the time the dog remains in the possession of the Guardian, and during the term of this Agreement, Breeder shall:
 - a) Provide Guardian with dietary guidelines and instructions regarding preventative health care for the dog.
 - b) With input from the Guardian, designate the veterinarian who will provide veterinary care of the dog and, solely for the purpose of facilitating such care, add Guardian's name as Guardian/Co-Owner on the veterinary records.
 - c) When it is time for breeding, Breeder has the right to take possession of the dog from the Guardian until the breeding process is completed, at which time the dog will be returned to Guardian's possession.
 - d) Breeder has the right to visit Guardian's residence at least 3 times per calendar year (at times that are mutually agreed upon by the Breeder and the Guardian) and request additional visiting times, which Guardian will agree to so long as Breeder provides advance notice and has a reasonable basis for requesting such additional visits.
 - e) Breeder will be responsible for payment of all veterinary care related to breeding, whelping, and/or weaning the dog.
4. **Guardian's Obligations.** During the time that the dog remains in the possession of the Guardian, and during the term of this Agreement, Guardian shall:

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- a) Agree to pay the Breeder an initial fee in the amount of \$_____ minimum at the time of possession of the dog.
 - b) Provide adequate and proper care of the dog. Such care includes, but is not limited to: (i) safely confining the dog by using traditional fence and restraining the dog by using a leash/harness (no collar) whenever outside of the Guardian's home or yard, (ii) maintaining the dog at a healthy weight, including providing the dog with adequate exercise on a daily basis and (iii) providing basic obedience training for the dog. Guardian further agrees not to have intact male and female dogs living in the same home unless Breeder has approved such arraignment.
 - c) Guardian is to agree to Breeder's instructions regarding preventative health care and dietary guidelines and pay all costs and expenses associated with feeding the dog. Guardian must consult Breeder to obtain Breeder's approval before any change in diet or supplements are implemented.
 - d) Veterinary Appointments.
 - i. Guardian is to pay for veterinary appointments and expenses, including but not limited to: annual inoculations, rabies vaccine, and semi-annual fecal tests.
 - ii. Administer and pay for flea, tick and heartworm medications as approved, and only as approved and required by Breeder. Guardian must provide Breeder with dates of preventative treatments.
 - iii. Promptly notify Breeder at the first sign of any illness or at the time of any injury and pay for any veterinary visits due to such illness or injury while in the Guardian's care.
 - iv. Guardian must designate the Breeder as the dog's owner/co-owner with the designated veterinarian and ensure Breeder has complete access to all of the dog's medical information.
 - e) At all times maintain primary residence at which the dog will be kept that is within 2 hours by car from Breeder's primary residence (set forth below)
 - f) Grooming. Provide grooming and basic coat care for the dog at least every 6-8 weeks by a licensed groomer *or Guardian may provide directly appropriate grooming so long as a healthy coat is maintained.*
 - g) Guardian will ensure a life vest is worn by dog at all times when in or around large areas of water (including swimming pools)
5. **Ongoing communications.** Both parties agree to promptly notify the other of any change of address, email or phone number.
 6. **Removal of Dog.** If Guardian violates any of the terms of this Agreement, Breeder may remove the dog from Guardian's possession and this Agreement will immediately terminate.
 7. **Death of the Dog in Guardian's possession.** Guardian will, upon the natural or accidental death of the dog, promptly notify Breeder of the particulars of the animal's death. If the cause of

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death is unclear, Guardian agrees to necropsy the dog and provide the resulting report to the Breeder. If the death of the dog was due to natural causes, the Agreement shall immediately terminate and neither party shall have any further obligation to the other party. If the death of the dog was due to Guardian's negligence, Guardian will pay Breeder the sum of \$____1,000____ in cash within (30) days of the dog's death. Negligence, as used herein, includes but is not limited to the following:

- a) Leaving the dog unattended in a vehicle
- b) Theft of the dog due to lack of supervision
- c) Leaving the dog in the sole care of a person under the age of 12 years.
- d) Allowing the dog to become excessively overweight

8. **Death of the dog in the Breeder's possession.** If the dog dies from natural, accidental, or other causes while in Breeder's possession, this Agreement shall immediately terminate and neither party shall have any further obligations to the other party.

9. **Transfer of ownership. Proven Sire.** When Breeder, in its sole and absolute discretion, determines that the dog, a proven dam, shall no longer be used for breeding purposes (after 3 successful litters or after 3 years of breeding, whichever comes first), Breeder shall transfer sole ownership to Guardian at no cost to Guardian.

- a) Breeder may, at Breeder's sole discretion, spay the dog prior to transferring ownership to Guardian, and the costs related to such spay shall be paid by the Breeder.

10. **Violations Payment to Breeder.** In addition to any other remedies that may be available to Breeder in an action in equity and/or law, Guardian will be subject to, and hereby agrees to pay, as a penalty, the sum of \$____10,000____ for any of the following enumerated violations of this contract:

- a) Guardian has the dog spayed without Breeder's expressed written consent
- b) Guardian acts intentionally or willfully and wantonly with reckless disregard for the dogs welfare that results in injury to the dog that prevents the dog from breeding or results in the dogs death
- c) Guardian absconds with the dog or ceases communication with Breeder;
or
- d) Guardian allows the dog to breed or be bred without Breeder's expressed written consent (each such occurrence shall be subject to the Guardian penalty amount above)

11. **Indemnity; Attorneys Fees.** Guardian agrees to indemnify and hold harmless the Breeder from and against all claims, liabilities, losses, costs, damages (including the cost and reasonable attorney fees), incurred as a result of claims made by third parties against the Breeder arising out of, or incident to, Guardian's possession of the dog.

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12. **Confidentiality of Disputes; Possession.** Guardian and Breeder agree, that in the event of a dispute between them, neither will publish or communicate the existence or content of the dispute in any media or forum, including social media, provided that this provision shall not prevent either party from bringing legal action or engaging in confidential mediation. In the event that a dispute occurs, Breeder will have the right, at Breeder's election, as owner of the dog, to possess the dog during the resolution of such dispute.
13. **Inability to Fulfill Agreement.** Both parties acknowledge and agree that unforeseen circumstances may arise in which it becomes impossible for Guardian to uphold Guardian's future obligation under this Agreement. In such circumstances, Guardian must immediately notify the Breeder and provide a detailed, written statement of the circumstances that render future performance impossible. Upon receipt of Guardian's written statement, Breeder shall have the right to take full possession of the dog. If Guardian is able to provide the Breeder with a reasonable explanation as to why they are unable to uphold the future obligation under this Agreement *within the first 3 months of taking possession of the dog*, Breeder will refund Guardian the initial possession fee of \$_____. If Breeder takes possession of the dog pursuant to this section *after 3 months of taking possession of the dog*, Guardian will not be entitled to any compensation from Breeder nor shall Guardian be absolved or released from any past violations of the Agreement nor damages sustained by Breeder as a result thereof.
14. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior contemporaneous agreements, negotiations, discussions and understandings, written or oral between the parties with respect to such subject matter. Neither party may assign, transfer, or subcontract any obligations (or rights) under this Agreement without the prior written consent of the other party. No changes, modifications or waivers to this Agreement will be effective unless in writing and signed by both parties. In the event that any provision of the Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement may be executed in any number of counterparts and such counterparts together shall constitute the same instrument. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.
15. **Governing Law.** This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by and construed in accordance with the laws of the State of Washington without regard to the conflicts of law's provisions thereof.

BREEDER

Signature: _____

Printed Name: _____

Address: _____

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Email: _____

Phone: _____

GUARDIAN

Signature: _____

Printed Name: _____

Address: _____

Email: _____

Phone: _____

