

GUARDIAN HOME CONTRACT

This services contract ("Contract") is entered into on _____, (the "Execution Date") by and between Debbie'sDarlingDoxies ("Breeder"), and _____ ("Guardian(s)"), collectively referred to as the "Parties."

WHEREAS, Breeder is the owner of certain _____ puppies that were whelped on _____,

WHEREAS, Breeder wishes to place one puppy into a guardian home, shall be hereinafter referred to as the "Dog" and described as follows:

DESCRIPTION OF DOG:

Breed: _____ Whelped: _____

Color/markings: _____ Sex: _____

Sire: _____ Dam: _____

Kennel name _____

Microchip No. _____

WHEREAS, it is Guardian's intention to foster the development of the Dog by providing not only the proper socialization, training, nutrition, and veterinary care, but also including it as part of the family, and

NOW THEREFORE, in consideration of the premises and mutual covenants set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto covenant and agree to as follows:

1. OWNERSHIP

1.1 Ownership shall remain with the Breeder for a maximum of four (4) litters or such time that the Breeder shall, by WRITTEN evidence, transfer ownership of the Dog to the Guardian(s). Likewise, any puppies born to a female Dog or any semen from a male Dog shall be the sole and separate property of the Breeder. Upon completion of this Agreement, Breeder shall transfer full and complete ownership of the Dog to Guardian(s).

2. OBLIGATIONS OF THE BREEDER

2.1 Breeder will provide written instruction to the Guardian(s) regarding nutrition, training and veterinary care. Breeder is responsible for dietary guidelines and other instructions for health care of the Dog including worming and vaccination, if applicable.

2.2 Breeder can visit the Guardian home a minimum of 2 times per year at pre-arranged times. One unannounced visit may occur in each year.

2.3 Breeder ultimately has the legal right to approve the choice of the Dog's veterinarian.

2.4 Breeder shall pay for all veterinary expenses as related to breed-related costs. (hip x-rays, eye exams, etc.). Breeder will return the Dog when testing is complete.

2.5 Breeder will compensate Guardian(s) \$500 per litter for a FEMALE dog, as long as the Female has at a minimum of three (3) puppies from the litter. Breeder will compensation Guardian(s) \$100 per successful breeding of a MALE dog.

2.6 Breeder will request services of any MALE dog with a minimum of 3 days' notice, maximum of 2 weeks' notice and will take possession of the Dog at the appropriate time.

Failure to meet these obligations can result in the Breeder terminating the Guardianship agreement, resulting in the return of the Dog to the Breeder.

3. OBLIGATIONS OF THE GUARDIAN(S)

3.1 Guardian(s) must provide vet care as needed, at Guardian(s) expense, including the following:

3.1.1 Regular vaccinations appropriate for local veterinarian standards, including the Rabies vaccine.

3.1.2 Administer monthly flea, tick and heartworm medications only as approved by Breeder.

Guardian must also immediately provide Breeder the dates of treatments & any vet care documentation for Breeder's own records.

3.2 Guardian(s) may not choose or allow any elective veterinary procedures to be performed on the Dog without the written consent of the Breeder.

3.3 Guardian(s) are responsible for properly maintaining, containing, training and caring for the Dog using methods approved by the Breeder. This includes crate training.

3.4 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.

3.6 Guardian(s) must send updated pictures of the Dog at least one (1) time per month.

3.7 Guardian(s) must live within one (1) hour of Gadsden Alabama area.

3.8 For a MALE Dog, Guardian(s) must surrender the Dog to the Breeder whenever stud

services are needed and on occasions such as, but not limited to, romps and veterinary visits.

3.9 For a FEMALE Dog, the female must be surrendered to Breeder for breeding (2 weeks – may be brought back and forth) and for whelping (up to 8 weeks) and must do the following:

3.9.1 Guardian(s) must inform Breeder as soon as the female comes into heat.

- 3.9.1.1 It is the Guardian(s) responsibility to know and look for the signs of the Dog coming into heat. Failure to do so, by accident or negligence, is not excusable. Any heat cycles that are missed due to the Guardian(s) failure to detect will result in a financial penalty of \$_____ owed to the Breeder.
- 3.9.2 Guardian(s) must retrieve the Dog from Breeder's residence after the Dog has concluded whelping.
- 3.10 Guardian(s) must surrender the Dog to the Breeder whenever requested and on occasions such as, but not limited to, breeding and veterinary visits.
- 3.11 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.
- 3.12 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.
- 3.13 Guardian(s) may not use or allow the use of the Dog for breeding purposes except as those arranged for by the Breeder.
- 3.14 Guardian(s) cannot have another unaltered dog in the home, nor are they allowed to take the Dog to another location where another dog is that has not been spayed or neutered, except as a puppy under the age of 6 months.
- 3.14.1 Any unauthorized breeding of the Dog, accidental or otherwise, would result in a material breach of this Contract and would entitle Breeder to damages in the amount of \$_____.
- 3.15 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(s) home and termination of the Guardianship agreement.

3.16 If, at any time prior to transfer of ownership from Breeders to Guardian(s), the following occurrences happen, the Guardian(s) agree to pay the Breeders the amount of \$ _____:

3.16.1 Guardian(s), independently and without the express written consent of Breeders, has the Dog spayed or neutered.

3.16.2 Guardian(s) intentionally or negligently causes injury to the Dog that prevents the Dog from breeding or intentionally or out of negligence causes death of the Dog.

3.16.3 Guardian(s) absconds with the Dog, transfers possession of the Dog to anyone other than Breeder, fails to advise Breeder of any change in Guardian(s)' address, or ceases communication with Breeder.

4. ILLNESS, INJURY OR DEATH OF THE DOG WHILE IN GUARDIAN'S CARE:

4.1 The Guardian(s) 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.

4.2 If the Dog dies due to negligence on the part of the Guardian(s), the Guardian(s) owes the Breeder \$ _____. Negligence is defined as:

4.2.1 Failure to contain or supervise the Dog in a responsible manner. This includes using a leash or some other device to which the Dog is controlled by a person at all times when not in an enclosed area.

4.2.2 Leaving the Dog alone in a vehicle if the outdoor temperature is over 65 degrees

Fahrenheit, or below 35 degrees Fahrenheit.

4.2.3 Failure to prevent the Dog from having access to toxic materials.

4.2.4 Failure to provide safe means of containment while the Dog is in a moving vehicle (use of a crate or canine safety belt is required). The Dog is not allowed to ride in the bed of a pickup truck without a securely fastened, Breeder approved, crate.

4.2.5 Leaving the Dog in the sole care of a person under the age of 14 years of age.

4.3 If the Dog dies accidentally due circumstances beyond the control of the Guardian, the Guardian does not owe any payment to the Breeder.

4.4 Guardian(s) must immediately notify the Breeder in the event of hospitalization or death of the Dog.

5. DEATH OF THE DOG WHILE IN THE BREEDER'S CARE

5.1 If the Dog dies while in the Breeder's care, the Guardian(s) will have the choice of one of the following two remedies:

5.1.1 Breeder will replace Guardian Dog with another Dog, if available, **OR**

5.1.2 Breeder will provide a payment in the amount of \$_____ to the Guardian(s) and the Guardianship relationship will be terminated.

6. TRANSFER OF OWNERSHIP

6.1 At the end of the 4-litter contract, or sooner if Breeder deems acceptable, said Dog will be neutered or spayed, at the Breeder's expense. Legal ownership of the Dog will be transferred from the Breeder to the Guardian(s) at this time.

7. RETURN OF THE DOG

7.1 The Guardian(s) may return the dog to the Breeder at any time and for any reason and the Guardianship agreement will be terminated. Guardian(s) will not be entitled to reimbursement for any expenses incurred in the return of the Dog.

8. FORUM SELECTION

8.1 Any dispute arising from or related to this Contract shall be litigated in the Etowah County District Court located in Alabama, or in the United States District Court for the Northern District of Alabama.

9. ATTORNEYS' FEES

9.1 In the event of litigation relating to the subject matter of this Contract, the non-prevailing party shall reimburse the prevailing party for all reasonable attorneys' fees and costs resulting therefrom.

10. BLUE PENCIL

10.1 If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, that construction shall not affect the remainder of this agreement, which is to be given full force and effect without regard to the invalid or unenforceable provision.

11. MERGER

11.1 This Contract constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties pertaining to the subject matter hereof.

12. NO ASSIGNMENT OR DELEGATION

12.1. No party may assign any right or delegate any obligation hereunder, including by merger, consolidation, operation of law, or otherwise, without the written consent of the other party. Any

purported assignment or delegation without such consent shall be void, in addition to constituting a material breach of this Contract.

REMAINDER OF PAGE

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IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date of

_____.

Breeder (Print)
Authorized Representative

Guardian (Print)

Breeder (Signature)
Authorized Representative

Guardian (Signature)

1406 Cove Creek Drive
Glencoe, Alabama 35905

Breeder's Address

Guardian Address

debbiesdarlingdoxies@gmail.com
Breeder's Email

Guardian Email

256-504-0536
Breeder's Telephone

Guardian Telephone