



Valley of the Moon Labradoodles
Glen Ellen, California 95442
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707.227.9885
Breeding Male Guardian Home Agreement

Guardian Information

NAME:

ADDRESS:

PHONE:

EMAIL:

Valley of the Moon Labradoodles hereby places puppy listed below. (collectively referred to as the "Dog") described below to the above to Guardian home.

Litter Information and Puppy Description:

Bitch:

Sire:

Born:

Microchip#:

Gender:

Color:

Guardian Initials: _____ Date: _____

Breeder Initials: _____ Date: _____

This is a binding contract with the purpose to protect Valley of the Moon Labradoodles, the Guardian home and the puppy.

1. **Description of Dog.** The dog identified above (“Dog”) is being placed into a Guardian Home. Guardian agrees to take physical custody of Stud Male Puppy, and understands that Stud Male Puppy is owned by Breeder who will be using Stud Male in Breeders program exclusively once he has reached breeding age of over one year old (providing that Breeder has deemed his pre-breeding health testing results satisfactory).

2. **Ownership.**

a. Guardian understands that official ownership of Dog shall remain with Breeder until Dog has finished his breeding career the maximum of seven years, at which time ownership will be transferred to Guardian. It is at Breeder’s discretion when Dogs ready to begin and end her breeding career.

b. Guardian shall retain custody of Dog subject to full performance of this Agreement, including but not limited to, the Guardian Obligations set forth in section 3 of this Agreement. Breeder may, without advance notice, remove Dog from Guardian’s custody, possession or control if Breeder determines, at her sole discretion that Guardian has breached this Agreement or any part thereof.

3. **Guardian’s Obligations.** Guardian agrees to the following conditions regarding Dog:

- a. Guardian will provide a caring and loving environment for dog.
- b. Guardian will feed Dog only premium quality food-please ask for recommendations.
- c. Guardian **will not** allow Dog to become overweight or obese.
- d. Guardian will safely confine Dog at all times when Dog is outdoors by using a leash, electric or physical fence, or kennel, except as permitted by subsection Y of this Agreement.
- e. Guardian agrees to only use dog safe fertilizers, weed killers and all other chemicals in yard as deemed safe by Breeder.

f. Guardian agrees to provide regular and adequate exercise for Dog, but will restrict Dog’s physical activity to a reasonable level (limited climbing of stairs, jogging, extensive walks, or difficult terrain) until Dog reaches 18 months of age.

g. Guardian acknowledges that exposing Dog to excessive physical activity before Dog reaches 18 months of age may cause permanent joint damage. **Initial** _____

h. Guardian will notify breeder immediately at first sign of illness or injury while in Guardian possession.

i. Guardian agrees to maintain Dog’s coat by having Dog groomed by a professional groomer every **6-8 weeks** at Guardian’s expense. **Initial** _____

Guardian Initials: _____ Date: _____

Breeder Initials: _____ Date: _____

j. Guardian agrees to **provide above average obedience training and socialization**, additionally Guardian agrees to provide 6 weeks of group puppy classes covering basic obedience at location of choice prior to Dog reaching 6 months of age. AKC puppy STAR acknowledgement strongly preferred-we will pay for the evaluation! Dog will consistently know and respond to commands of sit, down and stay. Guardian agrees to properly socialize Dog and Dog will feel comfortable around people and other dogs with no sign of fear or aggression to other dogs of any size. **Initial:** _____

k. Guardian will provide proper veterinary care for Dog at Guardian's expense including well visits, annual inoculations, rabies vaccines and fecal tests, or those related to illness or accident (along with medications needed) and MUST provide monthly flea, tick and heartworm medications as recommended by Guardian's veterinarian. Guardian will perform any and all testing that the veterinarian requires to properly diagnose and treat Guardian Dog. Copies of all vaccination records and other veterinary treatments shall be sent to Breeder via mail/fax/email within 10 days of treatment. This helps up keep records up to date for breeding purposes.

l. Guardian will provide Breeder with a current mailing address and telephone number and will promptly notify Breeder of any updated contact information for Guardian during the period under this Agreement.

m. Guardian agrees to make Dog available for breeding dates and understands that these dates may sometimes occur with less than 24 hour notice.

n. Guardian agrees to discuss all vacations and planned absences with Breeder.

o. Guardian will never board or place Dog in a kennel facility in home care is strongly preferred. Breeder must approve arrangements for Dog while Guardian is gone for extended time.

p. Guardian will not change Dog's registered name with any registration association or veterinary clinic. Dog will always be registered under Valley of the Moon Labradoodles until Dog has finished her breeding career.

q. Guardian will not give, transfer or sell Dog while under this agreement and while owned by Breeder.

r. Guardian agrees to notify Breeder of moving or changes in personal information. If Guardian plans on moving over 100 miles from Breeder, Guardian understands that Breeder has the right to reclaim Dog until Dog has finished breeding career or Guardian will agree to find a vet in new location who can ship semen for breeding purposes.

s. Guardian agrees to indemnify and hold harmless Breeder from and against all

Guardian Initials: _____ Date: _____

Breeder Initials: _____ Date: _____

claims, liabilities, losses, costs, damages and expenses by reason of any damage to property or injury or death to individuals allegedly caused by Dog while in possession of Guardian.

t. Guardian shall not take Dog to off-leash parks or allow Dog off leash until perfect recall is demonstrated to Breeder's satisfaction.

4. Breeder's Additional Warranties.

Breeder agrees as follows:

a. Breeder warrants that Dog is in good health as of the date of delivery and that Breeder has provided Guardian with copies of all medical records for Dog. For purposes of this Agreement, "date of delivery" means the date when Dog is released to Guardian.

b. Breeder shall pay for all veterinary bills for specific breeding health testing for Dog.

c. Breeder shall provide Guardian with instructions regarding dietary guidelines and instructions regarding preventative health care for Dog.

6. Damages.

a. Guardian acknowledges that Breeder is engaged in the business of breeding dogs. Guardian shall not breed, nor permit any other party besides Breeder to breed Dog. If Guardian breeds, or permits breeding of Dog in violation of this agreement, Guardian shall be liable to Breeder for all direct and consequential damages, including lost profits.

b. If Dog is injured while in Guardian's care as a result of Guardian's negligence or other breach of this Agreement, Guardian shall be liable for all direct and consequential damages, including lost profits.

c. If Guardian spays, or permits a third party to spay, Dog without Breeder's express consent, Guardian shall be liable for all direct and consequential damages, including lost profits.

7. Removal of Dog.

a. Dog will be removed from Guardian if Dog is neglected.

Breeder Initials _____ Date: _____
Guardian Initials _____ Date: _____

b. Dog will be removed from Guardian if medical attention is not given in an appropriate time and manner.

Guardian Initials: _____ Date: _____

Breeder Initials: _____ Date: _____

c. Dog will be removed from Guardian if Guardian moves from agreed upon address without notification.

d. Dog will be removed from Guardian if any of the conditions in this contract are not met. If Dog is removed, Guardian will forfeit all interest in Dog.

8. Governing Law. This Agreement is governed by the laws of the State of California.

9. Dispute Resolution. Any dispute or claim arising from or relating to this Agreement shall be resolved by arbitration using the arbitration rules of Sonoma County. The parties acknowledge that mediation helps parties settle their dispute and any party may propose mediation whenever appropriate through Arbitration Service of Sonoma or any mediator selected by the parties.

10. Venue. Venue for any arbitration of any dispute or claim referenced in Section 9 of this Agreement shall be in Sonoma County, California.

11. Attorney Fees. In any arbitration, suit, or action arising from this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and costs incurred therein.

12. Full and Final Agreement: Guardian and Breeder agree that this Agreement is the final and complete agreement of the parties with respect to the matters covered herein. This Agreement replaces any prior written or oral understanding and may only be changed by written agreement signed by Guardian and Breeder.

GUARDIAN

_____ Date: _____
Guardian Name

BREEDER

_____ Date: _____
Valley of the Moon Labradoodles

Guardian Initials: _____ Date: _____

Breeder Initials: _____ Date: _____