Southern Cove Labradoodles,

Guardian Contract

Purpose:

The purpose of this contract is to define the terms and conditions of a guardianship agreement between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereafter “guardian”) and Southern Cove Labradoodles (hereafter “breeder”).

This agreement pertains to a male/female Australian Labradoodle, out of (dam’s name) and (sire’s name), microchip number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, born on xx/xx/xxxx, (hereafter, “dog”).

Definition of Terms:

1. “Litter”: At least 3 live puppies born after 8 weeks gestation constitutes a “litter”. Any amount less than 3 live puppies, therefore, is not considered a “litter”. Any accidental breeding does is not a “litter”.
2. “Well-veterinary visit”: Annual checkups scheduled in advance, for the purpose of preventative care, vaccination and to assess appropriate growth and health status;
3. “Sick-veterinary visit”: Any unplanned veterinary visit scheduled for the purpose of investigating and/or treating an ill or injured dog.

Ownership:

The breeder will mate the dog a minimum of 3 times, with a breeder-invoked option for a 4th litter. The dog will continue to be owned by Southern Cove Labradoodles until the dog has whelped 3 to 4 litters, or until the contract is terminated by one of the parties in a way defined below.

The dog will live with and be cared for by the guardian in a manner indicated in this contract. All decisions related to the breeding and reproductive life of this dog, and general medical treatment rest solely with the breeder.

Payment Agreement:

At the beginning of the guardianship, guardian will pay $1000.00 to the breeder. The breeder will pay the guardian $250.00 each time the dog whelps a litter. If the breeder does not opt for a 4th litter, there will be no additional payment made as there will be no litter. Payment by the breeder to the guardian will be made by the 10th week after birth of each litter.

Breeder Obligations:

The breeders will provide instructions to the guardians regarding nutrition, and veterinary care. The breeders will provide transportation from the home of the guardians (or will meet the guardians at a mutually convenient location) for medical care associated with reproduction, mating, and for whelping.

Mating will occur on 2-3 separate days when the dam is fertile. The breeder will endeavor to provide the guardian with 2 days’ notice regarding appointments to breed the dog. In order to determine when estrus (ovulation) occurs, the breeder will require 3-5 veterinary visits for the associated bloodwork. The breeder will endeavor to provide the guardian with 2-3 days’ notice regarding medical appointments to determine optimal progesterone levels.

The breeder guarantees that at the time of delivery of the guardian dog, the dog is in good health and has received proper health care including, but not limited to: de-worming treatments, and vaccinations.

Prior to delivery, Southern Cove Labradoodles’ breeding prospects will have had a satisfactory medical examination by a licensed veterinarian and will have been microchipped. All Southern Cove Labradoodles breeding prospects will be tested for compliance with the health standards of the ALCA and will not be included in the Southern Cove Labradoodles breeding program if these standards are not met.

Southern Cove Labradoodles retains ownership of the dog until such time that the dam’s breeding career is over. If the dam is not included in the Southern Cove Labradoodles breeding program, the guardians may elect to adopt the Southern Cove Labradoodles dog at full cost at the time this determination is made or return the dog to Southern Cove Labradoodles. Full payment is to be made, or the dog is to be returned, to Southern Cove Labradoodles within 2 calendar weeks of the breeder notifying the guardian family that the Southern Cove Labradoodles dog will not be included in the Southern Cove Labradoodles breeding program. Additional time to make the payment for the full cost of the Southern Cove Labradoodles dog may be negotiated.

The breeder assumes all liability for injury to the dog during transportation to the guardian, and during reproductive veterinary visits, mating and whelping.

A warranty for HD (hip dysplasia) is provided until the dog is two years & 8 weeks of age. This warranty will be terminated should the dog be allowed to become overweight or develop joints that are overstressed at any point during the warranty period. Southern Cove Labradoodles also requires that the dog not be allowed to jump from heights, such as, a tall bed. Veterinary medical records will be accessed to determine the above.

The breeder will pay for routine, bi-annual, well veterinary visits, including vaccinations, and all veterinary expenses associated with breeding. The guardians will locate a licensed veterinarian close to their home to provide the dog with routine bi-annual well veterinary visits and vaccinations. The routine bi-annual well veterinary visits and vaccinations will be paid for “upfront” by the guardian and reimbursed by the breeder within 2 calendar weeks. The guardian is responsible for scheduling all well veterinary visits and vaccinations as per the veterinarian’s guidelines and maintaining records, which must be submitted to the breeder for reimbursement.

All veterinary payments associated with breeding will be the responsibility of the breeder, and the guardian pays nothing for these medical expenses. Transportation to and from the bi-annual well veterinary visits and vaccination appointments will be the responsibility of the guardian, and transportation to the veterinary appointments associated with breeding will be the responsibility of the breeder. Southern Cove Labradoodles and the guardian home may decide to meet at a mutually convenient location for transportation of the breeding dog to reproductive appointments.

Guardian Obligations:

The guardian is responsible for properly maintaining, containing, training and caring for the dog using methods approved by the breeders. The guardians must follow the nutritional guidelines (see Appendix I), exercise the dog appropriately, pay for food related expenses, and pay for sick visits to the veterinarian.

The guardian must provide a fully fenced yard and permit the breeder access to the yard to confirm this. Guardians living in apartments/condos are acceptable considering that they commit to properly containing and restraining the dog in their care.

Guardians must surrender the dog to the breeders whenever requested and on occasions such as, but not limited to, mating, re-productive veterinary visits and whelping. The dog will reside with the breeders from one week prior to the whelping date until the whelped litter is weaned (typically, 4-6 weeks). Guardians must inform the breeders of vacations and planned absences. The guardian must schedule and pay for appropriate care for the guardian dog in their absence and the guardian dog must not be supervised for more than 24 hours by persons below 14 years of age.

The guardian must inform the breeder of the day the dog has “come into heat”, also known as estrus. See Appendix II for information about assessing estrus.

Outside of emergencies, guardians may not allow any elective veterinary procedures to be performed on the dog without the consent of the breeder. This does not pertain to grooming decisions. The guardian is responsible for seeking prompt and appropriate veterinary care in the event of an injury to the dog or illness. In the event of an injury or serious illness, the guardian must make every attempt to contact the breeder regarding medical decisions by phone or text. If the breeder does not respond, the guardian is permitted to make medical decisions in the best interest of the guardian dog.

If the dog dies accidentally due to circumstances beyond the control of the guardian, the guardian does not owe any payment to the breeder.

If the dog dies as a result of the guardian’s negligence, the guardian owes the breeder $2750. Negligence is defined as:

* Failure to contain, restrain, or supervise the guardian dog in a responsible manner
* Leaving the dog alone in a vehicle for any length of time
* Failure to prevent the dog from having access to toxic materials
* Failure to provide safe means of containment while the dog is in a moving vehicle
* Leaving the dog in the sole care of a person for 24 hours or more who is under 14 years of age.

Guardians may not use or allow the use of the guardian dog for breeding purposes. If breeding activity is discovered, the guardian owes the breeder $10,000 in consideration of the violation of this contract and the irreparable harm to Southern Cove Labradoodles’ brand.

It is critical for the guardian to understand that dogs in heat attract stud dogs from miles away. The guardian promises to restrain the dog in heat within the guardian home, and to vigilantly monitor against contact with other dogs. During the period that starts when the dog is in heat and ends two weeks after mating has occurred may not be walked outside at all, regardless of the use of a leash. The guardians are responsible to ensure that all persons residing with the dog understand and abide by the guardian contract. Should the dog in heat become pregnant through an accidental breeding while in the possession of the guardian, a penalty payment of $10,000 is owed to the breeder due to the lost breeding opportunity. An accidental breeding does not qualify as a breeding under the terms of this agreement.

Most breeding dogs require medication before and/or during their pregnancy. The guardians are responsible to administering medication, which the breeder will provide. The breeder will provide instructions on how to administer medications.

Guardians are to reside within 60 miles of the breeder for the duration of this contract. If the guardian must relocate any distance less than 180 miles from Winter Haven, Florida, Southern Cove Labradoodles will negotiate to a mutually acceptable compromise around breeding activities. If the parties are unable to reach a compromise, or if the guardian relocates outside of this perimeter, the guardian must return the Southern Cove Labradoodles dog to the breeder.

The guardians may not sell the dog, or transfer guardian duties to any person, kennel, foster or rescue organization. If the guardian is not able to continue functioning within their guardianship role, the guardian must return the dog to the breeder immediately.

The guardian may not use this dog for dog fighting purposes. Any evidence of such will result in the dog being taken by the breeder immediately, with a report made to the appropriate authorities. The guardian may train the dog to become a service animal with the expressed permission of the breeder. The guardian is responsible for maintaining the proper care and control of the dog while performing service activities. Breeding obligations will supersede service obligations.

Transfer of Ownership:

At the completion of the requisite number of litters noted previously in this contract, or if determined by the breeder that conditions warrant it, the dog will be spayed at the breeder’s expense. At that time, the guardians will have the option of returning the dog to the breeder or accepting ownership of the dog with no additional payment made by the guardian and no additional payment made by the breeder. If the guardian decides to accept ownership of the dog, the guardian acknowledges that the breeder is no longer responsible for payment of medical expenses, and that the dog is accepted by the guardian in its current physical condition. At such time, the breeder makes no warranty of the dog’s physical condition, and ceases responsibility for the care and control of the dog.

Temperament and Training:

The guardian understands that all puppies exhibit certain undesirable behaviors (nipping, chewing, barking, marking, etc.). The guardian is responsible for appropriate behavioral training of the dog to correctly teach acceptable behaviors and is responsible for proper socialization of the guardian puppy. The guardian agrees to provide personal or professional obedience training to the dog no later than 12 weeks of age and continue with training as long as necessary to establish a solid foundation for a well socialized dog.

Full and Final Agreement:

The parties agree that this document represents the entire agreement between them and that no other representations have been made regarding the Southern Cove Labradoodles dog described above.

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Breeder’s signature/ Date

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Breeder’s address

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Guardian’s signature/Date

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Guardian’s address

Appendix I - Nutritional guidelines:

Southern Cove Labradoodles recommends only the highest quality dog food on the market. It is critical that the guardian feeds the dog Life’s Abundance grain-free dog food. Additionally, Southern Cove Labradoodles recommends only high-quality dog vitamins. It is critical that the guardian administers NuVet Plus Canine vitamins. In both instances, these will be provided by the guardian.

During pregnancy, the dog must be given Breeders’ Edge Oxy Mate. Upon delivering the litter, the dog must be given Breeders’ Edge Oxy Momma. In both of these instances, these will be provided by the breeder.

Appendix II – Signs of Estrus:

The first two signs of estrus will be a swollen vulva, and excessive licking of the vulva. The guardian should examine their guardian dog’s vulva prior to a period of estrus to determine its usual feel and appearance. Examining your guardian dog’s vulva and monitoring discharge is not for the faint of heart.

When approaching estrus, the vulva will become swollen, with the skin appearing tight and puffy. A dog in heat will release blood from the vulva for about 7-9 days, which will be apparent on bedding and furniture. The first sign of blood is considered Day 1. It is critical to inform the breeder of the presence of blood so that proper ovulation timing may occur.

Typically, the breeder takes the dog for progesterone testing on Day 5 of the bleeding interval, and every second day thereafter until the reproductive veterinarian signals the day of mating.

A clear, or light beige, fluid will signal the most fertile period of estrus, and the breeder will retain the guardian dog at this time for 2-3 mating events. Please know that your dog’s physical presentation is entirely normal and natural. It is through the guardian’s efforts to remain calm that Southern Cove Labradoodles is able to produce such well-tempered, highly sought-after Australian Labradoodles. We will walk you through what to look for every step of the way.