

# Guardian

## Contract

This Guardian Home agreement ("Contract") is entered into between Calvin Frederick (Maritime Mastiffs) and \_\_\_\_\_

("Guardian"), whose address is:

\_\_\_\_\_

Phone number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Breeder is a Mastiff breeder that has developed a Guardian Home Program. This program allows the Breeder's breeding/stud dogs to be fostered by loving forever homes while still maintaining status as a breeding dog for a contracted number of litters. The Guardian seeks to provide a puppy with a loving forever home and also support the Breeder's breeding needs through the Guardian Home Program. As such, Breeder agrees to deliver a puppy to Guardian and Guardian agrees to accept Guardian puppy and perform in accordance with this Contract. NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### The Guardian Home Dog

The Breeder agrees to deliver to the Guardian in sound condition one (1) female or male puppy of their before agreed upon breed (hereinafter designated as the "Guardian Dog").

Guardian Dog's Name: \_\_\_\_\_

Guardian Dog's Breed: \_\_\_\_\_

Guardian Dog's Color: \_\_\_\_\_

The agreed upon, non-refundable price that the Guardian will pay Breeder for the Guardian Dog is \$500.00.

Signing of this Contract and prior to delivery of Guardian Dog, Guardian agrees to whelping 4-6 litters of pups (females) or 5 years of stud services (males) from the Guardian Home Dog. (This is contingent upon the health of the Guardian Dog.) Guardian Dog is the property of the Breeder until all terms of this Contract have been fulfilled. First breeding must be completed (unless other arrangements are made) within 2 years of signing, or Guardian Dog shall be returned to Breeder.

Upon Satisfaction of this Contract, Breeder will spay/neuter the Guardian Dog and transfer ownership of Guardian Dog to Guardian after the contract has been fully satisfied. 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's and the Guardians shall have no ownership or possession rights to any use of the semen.

## **Breeder's Responsibility**

During the time the Guardians have possession of the Guardian Dog, the Breeder shall provide the Guardians:

1. Provide Guardian with a healthy puppy.
2. Dietary guidelines and instructions for health care of the dog, including worming and vaccination information, information on appropriate chew toys and other toys.
3. Have contact with Guardian and Guardian dog. This can be through home visits (arranged or surprise), and or Facetime.
4. Pay for neuter/spay at the completion of contract or when Breeder deems the dog to not be needed or in a physical position to continue breeding.
5. Help Guardian choose a veterinarian to provide medical care to the dog.
6. Training on recognizing when a female comes in heat and approximate dates when to expect this.
7. Support with training/dog care for Guardian Dog.
8. Information on what to expect and how to care for a pregnant female.
9. Pay for all veterinary expenses as related to breeding related costs. (Hip x-rays, genetic testing, etc.)
10. If the dog is female, Breeder will take possession of the dog at the appropriate time for breeding and the dog will remain with the Breeder for approximately one week, then would be returned to the Guardians for its gestation period (pregnancy). The Breeder will take possession of the female dog up to one week prior to her due date and she will remain with the Breeder until her puppies are whelped and weaned. (Up to 8 weeks.)
11. If the dog is male, Breeder may take possession of the dog for breeding at any given time, for multiple days at a time. (Some breedings will be done by artificial insemination.)
12. Breeder will take the Guardian Dog back if for any reason the Guardian is no longer able to keep Guardian Dog until the end of the Contract. No monies will be exchanged in the event of Guardian returning Guardian Dog.

## **Guardian's Responsibility:**

During the time the Guardians have possession of the dog the Guardian shall:

- 1.** Agree to feed Guardian Dog Maritime Mastiffs raw food products until the time this contract is complete.
- 2.** Agree to vaccinate the Guardian dog in accordance with veterinary standards. (These costs will be covered by the Guardian.) These vaccinations include (for Guardian puppy): Distemper, Hepatitis, Parvovirus and at 3 months of age, Rabies. Guardian Dog (adult): Bordetella and Parainfluenza. In addition, heartworm, flea and tick prevention should be an organic product (as per region).
- 3.** Agree to train the Guardian Dog to Breeder's standards. Breeder's standards include basic and intermediate obedience. This may be completed by the Guardian if they have the adequate abilities to do so, or professional training will be paid for by the Guardian.
- 4.** At all times keep the Guardian Dog under close supervision and maintain them under physical control at all times for the duration of this Contract. The Guardian is responsible for any damage or injury inflicted by the Guardian Dog while in Guardian's possession. The Guardian waives all rights of and claims for contribution and indemnification from Breeder and, with respect to any liability for damage or injury by the Guardian Dog, agrees to pay and assume all such liability and damage and to forever fully indemnify Breeder.
- 5.** In the event of an accident or injury, Guardian assumes responsibility for all necessary veterinarian or hospital charges. In the event of illness, Guardian assumes responsibility for all necessary veterinarian or hospital charges. Guardian assumes responsibility for all routine veterinary costs including heartworm/flea control.
- 6.** Breeder may show, photograph and have access to Guardian Dog for genetic testing, veterinarian visits and breeding. Guardian agrees to provide Breeder with such access upon request.
- 7.** All health records, information regarding lineage and any document pertaining to Guardian Dog will be available to both Breeder and Guardian.
- 8.** Agrees to report all non-routine veterinary visits to Breeder and deliver veterinary reports by either email or regular mail to Breeder. Non-routine veterinary visits include all visits excluding vaccinations, teeth cleaning or wellness checks.
- 9.** Shall communicate with Breeder each time Guardian Dog is in heat (female), beginning with the maiden heat and every heat thereafter for the duration of this Agreement.
- 10.** Heat is defined as swelling of the vulva and the first day a spot of blood is noticed. Guardian must keep the Guardian Dog away from all in-tact male dogs while she is in heat to prevent accidental breeding (female). Guardian must keep Guardian dog away from all females in heat (other than females breeder is working with) to keep from unwanted mating (males).
- 11.** Shall notify Breeder in advance of any changes of address or phone number so Breeder may maintain an accurate and current listing. If Guardian moves, they must get a consent in writing from Breeder. If not, Breeder has right to remove Guardian Dog from Guardian. If agreed in writing by

Breeder, Guardian agrees to pay ALL travel expenses, hotel, gas or any other fees associated with transporting Guardian Dog to new home and for future breeding/puppy transport.

**12.** Safely confine Guardian Dog by using a traditional fence, restraining the dog by using a leash whenever outside of the Guardian's home/yard, especially during the female dog's heat cycle and at all times with a male. Notwithstanding the above, once the dog has been trained to respond to voice commands off leash, retrieving for exercise will be permitted. A female may not be left outside in the yard of a Guardian home, or any home, during her heat cycle (heats last for approximately 3 weeks, no more than 2 times a year). At this time a female may be left inside the home and away from all other dogs, or inside a secure crate.

**13.** Provide adequate exercise for the dog on a daily basis; limit jumping, stairs and vigorous play at all times.

**14.** Consult with Breeder at the first sign of illness or at the time of injury.

**15.** Deliver Guardian Dog to Breeder or meet Breeder upon request with 24 hour notice for breeding purposes, testing, etc.

**16.** Agrees to feed the dog/puppy Maritime Mastiffs raw dog food/products. Dogs can become sick and have health problems if they are not fed quality food. The ultimate diet is 100% raw.

## **Miscellaneous**

**Removal of Guardian Dog** - Breeders may remove Guardian Dog from the possession of Guardian for non-compliance of terms of this agreement, at which time the Contract shall terminate. Breeder agrees to consult with Guardian before permanently removing the dog from Guardian's possession unless, in the judgement of the Breeder, the dog must be immediately removed from the possession of Guardian in order to protect the health, welfare and safety of the dog. If the dog does not need to be immediately removed from the Guardian's possession, Breeder shall give Guardian a reasonable amount of time to comply with Breeder's requirements for maintaining the health, welfare or safety of the dog before permanently removing the dog. Breeder may immediately remove a stud dog from the Guardian home should the Guardians hire out the stud or sell his semen without specific written permission from Breeder. If this were to occur, the Guardian would also pay the Breeder \$1,000.00 the value of said stud service or semen.

**Death of Guardian Dog, Breeder's Possession** - Should the dog die from natural or accidental causes, that are not considered negligence (non-compliance of using a leash or not keeping the yard fence in good repair and gate closed) this Contract shall terminate upon the happening of such occurrence and neither party shall have any further obligation to the other party. However, should a female dog die during whelping (delivery of puppies) Breeder shall give to Guardian, at no cost to Guardian, a spayed or neutered puppy born of the litter that caused the death of the female dog, if any puppies are born alive and survive for eight weeks.

**Death of Guardian Dog, Guardian's Possession** - Should the dog die from natural or accidental causes, that are not considered negligence (non-compliance of using a leash or not keeping the yard fence in good repair and gate closed) this Contract shall terminate upon the happening of such occurrence and neither party shall have any further obligation to the other party.

**Transfer of Ownership** - When Breeder, in the sole and absolute discretion of Breeder, determines that the Guardian Dog shall no longer be used for breeding purposes, Breeder shall have the dog spayed/neutered and shall transfer ownership of the dog to Guardian. Breeder will pay all costs associated with the spay/neuter in lieu of any payment for the dog up front or at transference of ownership.

**Return of Guardian Dog** - During the term of this Contract, Guardian may permanently return the Guardian dog to Breeder for any reason, at which time this Contract shall terminate.

**Accidental Breeding** - Any accidental breeding must be reported to Breeder within 24 hours. Guardian acknowledges that Breeder operates a business, and any accidental breeding will cause significant harm to Breeder's business and possibly the Guardian Dog. Guardian agrees to pay Breeder in liquidated damages and not a penalty, a fee of \$5,000.00 for any failure to report an accidental breeding within 24 hours. This fee is a genuine estimate of damages that may be incurred by Breeder for not having an opportunity to take action after accidental breeding. The fee is reasonable in light of the harm that will be caused by the accidental breeding, the difficulty of proving the extent of monetary loss, and the inconvenience of otherwise obtaining an adequate remedy at law. (There will be no aborting of litters unless proven to be life threatening to female.) All puppies from any accidental breeding are the Property of Breeder and will be placed in homes by Breeder.

Any accidental breeding does not constitute a Contracted Litter and the Guardian will not be compensated; however, puppies from an accidental breeding must be cared for with the same diligence and respect as puppies from contracted litters in accordance with the terms of this Contract.

**Immediate Payment to Breeders** - If, prior to transfer of ownership from Breeders to Guardians, the following occurrences happen, the Guardians agree to pay Breeder the sum of \$10,000.00:

**1**-Guardian, independently and without the expressed written consent of Breeder, has the dog spayed or neutered.

**2**-Guardian intentionally causes injury to the dog that prevents the dog from breeding or intentionally or out of negligence causes death of the dog.

**3**-Guardian absconds with the dog, fails to advise Breeder of any change in Guardian's address, or ceases communication with Breeder.

**Non-Transferable** - This Contract shall not be transferred to another Breeder or Guardian in whole or in part without prior agreement.

**Image Rights:** Any pictures taken by the Breeder are of a professional quality and shall not be altered by the Buyer. Buyer also does not have permission to use these photos to sell to a third party. However, any pictures the Breeder posts on Instagram or Facebook of the Buyers puppy may be copied by the Buyer and posted to their own social media accounts to share with family and friends (only). Any images shared by the Buyer through email, text or social media will be available for Breeder to copy and share on A Puppy Crush social media accounts. Breeder will tag Buyer in any posted images.

**Integration** - This Contract and other Transaction Documents constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understanding, both written and oral, between the Parties or any of them with respect to the subject matter hereof and thereof.

**Severability** - If any provision of this Guardian Home Contract is determined by a New Brunswick Court to be unenforceable to any extent, the rest of that provision and of this Contract will remain enforceable to the fullest extent permitted by law.

**Binding Effect** - Except as otherwise provided in this Contract, every covenant, term and provision of this Contract shall be binding upon and inure to the benefit of the parties, and their respective heirs, legatees, legal representatives, successors, transferees and assigns.

**Governing Law** - The laws of the Province of New Brunswick, Canada shall govern the validity of this Contract, without giving effect to its conflicts of law's provisions, the construction of its terms, and the interpretation of the rights and duties of the parties hereto.

**Submission to Jurisdiction Waivers** - the Breeder and Guardian agree that disputes arising out of or relating to this Contract shall be brought exclusively in the Courts of the Province of New Brunswick. The Breeder and Guardian consent and submit to jurisdiction in such courts and waive all rights to trial by jury.

**Enforcement** - In the event either party shall seek enforcement of any covenant, warranty or other term or provision of this Contract or seek to recover damages for the breach thereof, the party which prevails in such proceedings shall be entitled to recover reasonable attorney's fees and expenses actually incurred by it in connection therewith.

**Amendments** - Any amendments to this Contract may only be made in writing, signed by all the parties hereto.

**IN WITNESS WHEREOF**, each Party has caused this Contract to be duly executed as of the

**Effective Date:**

The Term (Effective Date) of this Contract begins on \_\_\_\_\_  
and terminates upon the delivery of 6 Contracted Litters (females) or 5 years of stud services (males) to

Breeder.

---

Guardian Printed Name:

Guardian Signature

---

Breeder Printed Name:

Breeder Signature

---