

Guardian Contract

Millie's Goldendoodles

This agreement, effective ____/____/____ between

_____(guardian) and Shannon Hutchens (breeder). The breeder will place a puppy into the care of the guardian. The Guardian agrees to strictly abide by the accompanying guidelines of care set forth by this agreement. The Guardians agree to provide physical, loving care and to provide supervision of the dog as stated in this agreement. Both parties (Breeders and Guardians) agree to be legally bound by the following agreement:

The sex of the dog subject to this agreement is _____

Breed Type_____

Microchip #_____

Call Name _____

Registered Name and Registry Number

Date of Birth _____

Ownership of the dog shall remain in the custody of the breeder until the time when the Breeder shall, by written evidence, transfer ownership of the dog to the Guardian. Likewise, any puppies born to a female dog shall be the sole and separate property of the Breeders. Upon completion of this agreement, the Breeders shall transfer possession of the dog to the Guardians. Guardians shall retain possession of the dog and shall provide physical care to and supervision of the dog subject to the conditions of this agreement.

Initials: _____ Date: ____/____/____

Breeder Responsibilities

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

1. Dietary guidelines and instructions for health care.
2. Visit the residence of the Guardian at least 2 (two) times per year if needed.
3. Training on recognizing when a female comes in heat and approximate dates when to expect this.
4. Information on what to expect and how to care for a pregnant female.
5. Pay for all Veterinary expenses as related to breed-related expenses. (genetic testing, hip -x-rays, eye exams etc.) Return dog when testing is complete.
6. If the dog is a female, Breeder will take possession of the dog at the proper time for breeding and the dog will remain with the Breeder for approximately one week, then would be returned to the Guardians for her gestation period (pregnancy). The Breeder will take possession of the female dog one week prior to her due date and will remain with the Breeder until her puppies are whelped and weaned (approximately 5-7 weeks).

Guardians Responsibilities

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

1. Safely confine the dog by using a traditional fence restraining the dog by using a leash whenever outside of the Guardians home or yard, especially during a female dog's heat cycle and always when 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, heat last approximately three (3) weeks. Usually no more than two (2) times a year. At this time a female may be left inside the home and away from all other dogs, or inside a crate or garage.
2. Maintain Pet Insurance on the dog until ownership is transferred to the Guardian after the dog is finished breeding.
3. Provide adequate exercise for the dog daily.

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4. Provide basic obedience training for the dog, either with classes or at home. Basic obedience includes, but is not limited to: sit, stay, come, down, walking on a loose leash, potty training and crate training.
5. Follow all dietary guidelines as recommended by the Breeder. **Fromm Dog Food** should be fed and Guardian must get approval from Breeder to feed anything other than this brand.
6. Provide Veterinary care as needed, including regular vaccinations at the Guardians expense. Administer and pay for:
 - a. Flea and Tick Control approved by Breeder
 - b. Heartworm Preventions approved by Breeder.

Guardian must immediately provide the Breeder the dates of treatments and any vet care for the Breeders Records.

7. Consult with Breeder at the first sign of illness or at time of injury and pay for any veterinary visits due to illness or injury while in the Guardians care. This includes severe diarrhea, loss of appetite, vomiting, etc.
8. Use only the services of the Veterinarians selected or approved by the Breeder, unless an emergency dictates. We prefer Animal Hospital of East Davie if the Guardian lives within 45 minutes of that location.
9. Guardians must surrender the dog to the breeder whenever requested and on occasion such as, but not limited to, breeding and veterinary visits. Guardians will be responsible for transportation if needed for breeding/vet appointments.
10. Guardian shall notify Breeder of vacation plans, if the dog will be with the family and provide all contact information in the event dog is needed for breeding or goes into heat during vacation time. If the need arises to place the dog into the care of others due to the need to be absent (business trips, emergency, etc.) the Guardian is to notify the Breeder with the contact information of the caretaker. In most cases, the Breeder can and will provide board for the Guardian dog upon notice.
11. Maintain a principal place of residence within the agreed upon distance of Valdese, North Carolina. (unless otherwise and specifically agreed upon by the breeder) and provide Breeder with Guardians address, telephone number and email address. It is the responsibility of the Guardian to immediately notify the Breeder with any change of address.

12. License dog with the County in which the guardian is living and keep license current (if applicable).
13. Keep dog well-groomed always. The dog will need regular brushing to keep coat from matting. Use of a professional groomer every few months is very helpful in maintain the dog's coat. A coat length of 3" is a manageable length for most people.
14. If the dog is female, deliver dog to the breeder 5-7 days before her due date. The dog will be returned to the Guardian 6-7 weeks later after her puppies have been whelped and weaned. The dog will be bred no more than four (4) times. Breeder will determine how many litters the dog will have after seeing how she is as a mother and how she tolerates pregnancy, labor, and the weeks following the delivery of her pups.
15. If the dog is a female and there is a problem with any pregnancy that endangers the health of that dog, no future breeding will be required, the dog will be spayed as soon and medically appropriate, and ownership transferred to the Guardian.
16. If the dog is a male, the guardian must make the dog available to the breeder upon request for breeding purposes. The guardian will also not allow the male stud to breed with any dog not authorized by the breeder. The male stud will remain in ownership of the breeder until the male stud reaches the age of 6 years.
17. Guardian agrees that in no event, and at no time during the active contract or at any time thereafter, shall disparage, denigrate, slander, libel or otherwise defame the Breeder's businesses, services, properties, or assets, employees, or personnel. Breeder reserves the right to terminate the contract and remove the Guardian Dog from Guardian home if it becomes apparent that the Guardian home is either privately to a potential client or publicly criticizing or slandering the Breeder, their animals, or their breeding programs in any form of media, including social media platforms.

Removal of the Dog

The Breeders may remove the dog from the possession of the Guardian for non-compliance of the terms of this agreement, at which time this agreement will terminate.

Breeders agree to consult with the Guardian before permanently removing the dog from the Guardian's possession unless, in the judgement of the Breeders, the dog must be immediately removed from the possession of the Guardian to protect the health, welfare, and safety of the dog. If the dog does not need to be immediately removed from the Guardians possession,

Initials: _____ Date: ____/____/____

Breeders shall give Guardian a reasonable amount of time to comply with the Breeders requirements for maintaining the health, welfare or safety of the dog before permanently removing the dog.

Death of Dog – Guardians Possession

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

Death of Dog – Breeders Possession

Should the dog die from natural or accidental causes, that are not considered negligent (non-compliance of using a leash or not keeping the yard fence in good repair and gate closed) this agreement shall terminate upon the happening of such occurrence and neither party shall have any further obligation to the other party. However, should a female 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 (8) weeks.

Transfer of Ownership

When the Breeders, in the sole and absolute discretion of the Breeders, determines that the dog shall no longer be used for breeding purposes, Breeders shall have the dog spayed and transfer ownership of the dog to the Guardian. Breeder will pay all cost associated with the spay in lieu of any payment for the dog up front or at transfer of ownership.

Return of Dog

During the term of this Agreement, Guardian may permanently return the dog to the Breeders for any reason, at which time this agreement shall terminate.

Initials: _____ Date: ____/____/____

Immediate Payment to Breeders

If, prior to transfer of ownership from Breeders to Guardians, the following occurrences happen, the Guardians agree to pay the Breeders the sum of Fifteen thousand (\$15,000.00) dollars:

1. Guardian, independently and without the expressed written consent of the Breeders, has the dog spayed.
2. Guardian intentionally causes injury to the dog that prevents the dog from breeding or intentionally or out of negligence causes the death of the dog.
3. Guardian absconds with the dog, fails to advise Breeders of any change in the Guardians address or ceases communication with the Breeders.

Non-Transferable

This Agreement shall not be transferred to another Breeder or Guardian in whole or in part without prior agreement.

Notification and Correspondence

Notification and communication as required by the terms of this Agreement shall be deemed made, if made via email or phone to the primary Breeder contacts, Shannon Hutchens. If Breeder's desire a change in primary contact, Guardians will be notified in writing, signed by the Breeders, of the change in primary Breeder contact.

Agreed and Accepted, this _____ day of _____, 20_____:

Guardian: _____

Breeder: _____