



Guardianship Agreement Contract

This contract is between:

Darlene Craig, Perks Court Doodles LLC		
Owner	Guardian #1	Guardian #2
<i>Hereafter "Owner" and</i>		<i>Hereafter "Guardian(s)"</i>

and is entered on this date:

Pertaining to:

<i>Puppy Name:</i>	<i>Birthdate:</i>	<i>Gender:</i>
<i>Sire:</i>	<i>Dam:</i>	<i>Color:</i>
<i>Microchip Number:</i>		

1. PURPOSE – The purpose of this agreement is to define the terms and conditions of guardianship between Perks Court Doodles LLC, hereafter referred to as the "Owner" and _____ and _____, hereafter referred to as the "Guardian(s)" who will care for the above stated dog for the term of this agreement.

2. OWNERSHIP – Ownership, along with all rights, title, and interests pertaining to the dog, shall remain with the Owner until such time as the Owner formally transfers ownership of the dog to the Guardian(s) in writing. Similarly, any puppies born to a female dog shall be the exclusive property of the Owner, and the Guardian(s) shall have no ownership interest or possession rights over any such puppies. Semen from a male dog shall also be the sole property of the Owner, and the Guardian(s) shall not have any ownership interest or rights to possess or use any of the semen. The dog is intended for breeding purposes exclusively under the direction of the Owner and shall not be bred with any other dog without explicit instruction from the Owner. Upon cessation of the dog's breeding activities, the Owner shall, through written evidence of transfer, assign and transfer ownership of the dog to the Guardian(s) following spaying or neutering.

3. POSSESSION – Upon the execution of this Agreement, Owner shall transfer possession of the dog to the Guardian. The Guardian(s) shall retain possession of the dog during this Agreement, subject to its obligations to return possession of the dog for breeding purposes and shall provide physical care to and supervision of the dog subject to the terms and conditions of this agreement.

4. OWNER'S OBLIGATIONS – During the time the dog remains in the possession of the Guardian(s), and during the term of this Agreement, Owner shall:

- A. The Owner shall provide the Guardian(s) with a healthy puppy or dog allowing them to fulfill their role as guardians while upholding the terms of this agreement. The selected dog possesses desirable traits for breeding purposes, such as excellent health, temperament, and conformation to breed standards;
- B. The Owner shall provide instruction to the Guardian(s) regarding nutrition, training and veterinary care. The Owner is responsible for dietary guidelines and other instructions for preventative health care of the dog including worming and vaccination to be adhered to for the dog;
- C. With input from the Guardian, the Owner shall select the veterinarian responsible for the dog's healthcare while in the possession of the Guardian(s). The Owner retains the ultimate decision-making power to approve the chosen veterinarian and may opt to switch to a different one at the Owner's discretion if they provide better services, are located more conveniently to both the Guardian(s) and Owner, or offer more suitable hours of operation;
- D. The Owner shall be listed as the Owner of the dog for all veterinary purposes, with full access to all veterinarian records. For the sole purpose of facilitating veterinary care, the Guardian(s), shall be added as a secondary party;
- E. The Owner retains the right to visit the residence of Guardian(s) at least two (2) times in each calendar year at pre-arranged times, and for additional times upon reasonable notice provided to Guardian(s) of the basis for such additional visits, and one of Owner's visits may be unannounced during any one year period;
- F. The Owner will pay for all veterinary care related to breeding, whelping, and weaning activities;
- G. If the Owner encounters challenges in contacting the Guardian(s), faces obstacles, or experiences contentious communication in any form (such as comments, phone calls, text messages, etc.), resulting in a hostile working relationship, or if the Guardian(s) declines to comply with any requests made by the Owner as outlined in this document, the dog will be promptly removed from the home without hesitation.
- H. When Owner, in the sole and absolute discretion of the Owner, determines that the dog is deemed unsuitable for breeding by either us or one of our veterinarians prior to producing a litter, the dog will be retired from our Guardianship Program. Full ownership will transfer over to the Guardian(s) after the Guardian(s) has provided proof of payment of the dog being spayed or neutered;
- I. The Owner will pay for spay or neutering upon retiring the dog if successful litters have been produced

Female:

- J. Owner requires access to female breeding dog for reasons including, but not limited to: Veterinary appointments for general purposes and/or to monitor pregnancy.
- K. In the case of a female dog, provide information to the Guardian(s) relating to its proestrus (heat cycle) so that the Guardian(s) will uphold the Guardian(s)'s obligation to recognize when it enters proestrus and immediately notify the Owner;
- L. Provide approximate dates when a female dog is anticipated to begin proestrus;
- M. Between 3 days of the onset of heat (noted by blood discharge) until successful breedings (typically spanning 5-14 days), the Guardian(s) will transport the female to The Owner or a specified veterinarian for progesterone testing, breeding, and/or artificial insemination. The Guardian(s) has the option to accompany the female for each appointment or leave her for the duration of the process, typically under 5 days. This choice rests with the Guardian(s), under the discretion of the Owner.
- N. Owner shall take possession of a female dog from Guardian(s) approximately 5-10 days prior to whelping (delivery) date and provide care and supervision of the female dog until completion of weaning of puppies, approximately 4-6 weeks after birth;
- O. Females will be limited to a maximum of 5 successful litters, with the sole discretion resting with the Owner to opt for fewer litters. A successful litter being defined as a litter consisting of at least three live puppies;

Male:

- P. When it is time for breeding or collecting semen, the Owner shall take possession of the dog from Guardian(s) until the process is completed at which time the dog will be returned to the possession of Guardian(s);
- Q. Owner requires access to male breeding dog for reasons including, but not limited to: Veterinary appointments for general purposes and/or to take to veterinarian examinations associated with breeding, health testing, semen collection;

- R. Owner will request services of any male dog with a minimum of 2 days' notice, and will take possession of the dog at the appropriate time. Failure to meet these obligations can result in the Guardian(s) terminating the Guardianship Agreement, resulting in the return of the dog to the Owner;
- S. Guardian(s) agrees a male may be used for breeding until the age of eight years;

5. GUARDIAN(S)'S OBLIGATIONS –

- A. Guardian(s) must provide vet care as needed, at Guardian(s) expense, including the following:
 - regular vaccinations, rabies vaccine, semi-annual fecal test, along with any other tests, non-breeding related, recommend by the veterinarian.
 - Administer monthly flea, tick and heartworm medications only as approved by Owner. Guardian(s) shall also provide Owner the dates of treatments & any vet care documentation for Owner's own records;
- B. Guardian(s) may not choose or allow any elective veterinary procedures to be performed on the dog without the written consent of the Owner;
- C. Guardian(s) must either own their home or provide a lease agreement indicating that dogs are permitted, or alternatively, furnish a letter from their landlord affirming permission to keep a dog.
- D. Guardian(s) must stay in regular contact with the Owner, ensuring monthly updates are provided at the very least, covering any health, behavior, breeding, or and matter related to the dog;
- E. Guardian(s) must license dog with County in which Guardian(s) lives and keep license current;
- F. Guardian(s) are responsible for properly maintaining, containing, training and caring for the dog using methods approved by the Owner;
- G. Guardian(s) must follow Owner's nutritional guidelines, exercise the dog appropriately, pay for care, grooming and food-related expenses, and pay for visits to the veterinarian not related to breeding;
- H. Guardian(s) are required to adhere to a consistent grooming schedule to ensure proper care of the dog's coat. Owner prefers the use of a licensed groomer or if able, Guardian(s) may provide appropriate grooming provided that a healthy coat is maintained;
- I. Guardian(s) shall provide basic obedience training and socialization for the dog;
- J. The dog shall live indoors with the Guardian(s),) and shall not be kept outdoors;
- K. Guardian(s) must safely confine the dog by using a traditional fence and restrain the dog by using a leash whenever outside the Guardian(s)'s house or yard, especially during proestrus and estrus;
- L. Guardian(s) shall provide adequate exercise for the dog on a daily basis to maintain a healthy weight;
- M. Guardian(s) will not have intact male and female dogs living in the same home;
- N. Guardian(s) agrees to follow all of the Owner's instructions for food and supplements for the dog at the expense of the Guardian(s);
- O. Guardian(s) must surrender the dog to the Owner whenever requested and on occasions such as, but not limited to, breeding and veterinary visits;
- P. Guardian(s) agree to consult with Owner at first sign of illness or at time of injury and pay for any veterinary visits due to illness or injury while in Guardian(s)'s care;
- Q. Guardian(s) shall notify Owner of scheduled vacations or other absences from the Guardian(s)'s address or substitute address so that Owner knows the location of the dog to coordinate with needed visits to facilitate breeding requirements;
- R. Guardian(s) are entitled to schedule free boarding with Perks Court Doodles for vacations or travel. If Owner is not available for the specific boarding time needed, and Guardian(s) may use a boarding facility approved by Owner as a last resort;
- S. Guardian(s) agrees to cooperate in arranging transport of the dog to assigned location upon Owner's request for testing and collection. Alternative arrangements may be made at Owner's discretion and should be agreed upon by both parties;
- T. Guardian(s) may not use or allow the use of the dog for breeding purposes except as those arranged for by the Owner;
- U. Guardian(s) are responsible to ensure that all persons residing with the Guardian(s) and the dog understand and abide by the Guardianship Agreement. Failure to meet any of these obligations can result in the dog being removed from the Guardian(s) possession and termination of the Guardianship Agreement;
- V. Guardian(s) shall not transfer possession of the dog to any person without the prior written consent of Owner;
- W. For female dogs: Guardian(s) will deliver and pick up the dog from Owner upon Owner's request for veterinary appointments, breeding, and/or whelping purposes; Dogs must be delivered or picked up within

one hour of the designated time; For male dogs: transporting will be shared as equally as possible between both parties;

- X. Guardian(s) shall provide current phone numbers, cell phone numbers and email addresses at all times;
- Y. Guardian(s) must maintain, at all times, a principal residence at which dog is to be kept within 2 hours from Owner's current residence, and notify Owner of any intended change of address providing the new address and any change of phone numbers. If the new address will be more than two hours drive from Dayton, Ohio, the dog must be transferred back to the physical care of Perks Court Doodles LLC prior to the move taking place. Failure to relinquish physical possession of the dog prior to this move activates clause 12.

6. MONETARY COMPENSATION – The Owner will offer the following monetary appreciation for the willing cooperation and assistance of the Guardian(s) in helping them to achieve Perks Court Doodles LLC Guardian Home Program objectives. The outlined schedule indicates the amount that will be provided for successfully producing a litter. Payment for females will be made after the puppies are sold and payment for males will be paid upon confirmation of pregnancy.

For Females:

- 1 puppy (singleton) - \$100
- 2-4 puppies in the litter - \$300
- 5 or more puppies in the litter - \$500

For Males:

\$100 for each successful litter

7. ILLNESS, INJURY, OR DEATH OF THE DOG WHILE IN THE GUARDIAN(S)'S CARE –

- A. The Guardian(s) is tasked with promptly seeking appropriate veterinary attention in the event of the dog's injury or illness. If decisions arise concerning the type of treatment needed, these decisions must be communicated to the Owner for consideration and final determination, unless emergency care is urgently required.
- B. Should the dog die from natural causes while in the possession of Guardian(s), this Agreement shall terminate upon the happening of such occurrence provided that the Guardian(s) provide veterinary documentation that death was due to natural causes, and neither party shall have any further obligation to the other party;
- C. If the dog dies due to negligence on the part of the Guardian(s), the Guardian(s) owes the Owner **\$20,000.00** (US dollars). Negligence is defined as:
 - 1. Failure to contain or supervise the dog in a responsible manner
 - 2. Leaving the dog alone in a vehicle if the outdoor temperature is over 65° degrees
 - 3. Failure to prevent the dog from having access to toxic materials
 - 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)
 - 5. Theft of dog due to a lack of supervision.
 - 6. Leaving the dog in the sole care of a person under the age of 14 years of age
 - 7. Allowing the dog to become excessively overweight.

7. DEATH OF DOG IN OWNER'S POSSESSION – Should a dog die from natural, accidental, or other causes while in possession of the Owner, the Owner will offer the Guardian(s) the choice to replace the deceased dog with another dog or puppy that will join the Perks Court Doodles LLC Guardian Program. If no suitable dog or puppy is immediately available, one will be provided as soon as possible. Once accepted, a new Guardianship Agreement shall be established. Should the Guardian(s) opt not to accept the replacement, the Guardianship relationship will be terminated and neither party shall have any further obligation to the other party.

8. TRANSFER OF OWNERSHIP OF A PROVEN BREEDING DOG – At the end of the contract, legal ownership of the dog will be transferred from the Owner to the Guardian(s) in writing.

9. RETURN OF THE DOG – The Guardian(s) may return the dog to the Owner at any time and for any reason, at which time Guardianship Agreement will terminate.

10. REMOVAL OF DOG – Owner may remove the dog from the possession of the Guardian(s) for non-compliance of terms of this agreement, at which time this Guardianship Agreement will terminate.

11. INABILITY TO FULFILL AGREEMENT – It is understood that the undertaking of Guardianship, as herein set forth, entails a substantial obligation on the part of the Guardian(s), much like raising an infant child. Although the potential benefit of ultimate ownership of the dog following its breeding by Owner is a substantial potential future benefit, unforeseen circumstances may arise in which it becomes impossible for Guardian(s) to uphold Guardian(s)'s future obligations under this agreement. In such circumstances, Guardian(s) must notify Owner at the earliest possible time of such impossibility and state fully the circumstances that render future performance impossible. Upon receipt of Guardian(s)'s written statement of impossibility, Owner shall have the right to take full possession of the dog. If Owner does take possession of the dog under the provisions of this paragraph, Guardian(s) will not be entitled to any compensation from Owner nor be obligated for any future care of the dog but shall not be absolved or released from any past violations of this contract nor damages sustained by Owner as a result thereof.

12. VIOLATIONS PAYMENT TO OWNER – In addition to such other remedies as may be available to Owner in an action in equity and/or at law, for any violation of the terms of this contract, Guardian(s) will be subject to, and hereby agrees to pay, as a penalty, the sum of **\$20,000.00** (US Dollars) for any of the following enumerated violations of this contract immediately:

- A. Guardian(s) without the express written consent of Owner, has the dog spayed or neutered;
- B. Guardian(s) acts intentionally or willfully and wantonly with reckless disregard for the welfare of the dog so as to cause injury to the dog that prevents the dog from breeding or so as to cause the death of the dog.
- C. Guardian(s) absconds with the dog or fails to timely advise Owner of a change in Guardian(s)'s address, or ceases communication with Owner.

Guardian(s) allows dog to breed or be bred without Owner's written consent, and each such occurrence shall subject Guardian(s) to a separate additional penalty in the amount of **\$30,000.00** (US Dollars).

13. CONFIDENTIALITY OF DISPUTES – Guardian(s) and Owner agree, that in the event of a dispute between them, neither will publish or communicate the existence or content of such dispute in any media or forum, including social media, provided that this provision shall not be interpreted so as to prevent either party from bringing legal action or engaging in confidential mediation as herein provided.

14. INDEMNITY/ATTORNEY FEES/DISPUTES – Guardian(s) agrees to indemnify and hold harmless the Owner from and against all claims, liabilities, losses, costs, damages (including costs and attorney's fees), including but not limited to damage or destruction of property, and injury or death to any person, incurred as a result of claims made by third parties against Owner arising out of, or incident to, Guardian(s)'s possession of the dog. If any action or failure to act on a part of Guardian(s) shall result in any claim, suit, loss, damage, injury, death, or liability, Owner agrees to defend, indemnify, and hold the Guardian(s) accountable for blame. At which time the Guardian(s) agrees to pay all cost and expenses including legal fees, any amount paid in settlement and any award or judgment with respect thereof. Guardian(s) releases Owner from any and all liability cost or damage caused by the dog or puppy after placement with a Guardian(s). Including but not limited to damage or destruction of property, and injury or death to any person.

15. FULL AND FINAL AGREEMENT – Both parties agree this writing represents the entire agreement between them and that no other representations, either oral or written have been made regarding the dog described above. The parties further agree that no changes in this contract shall be binding upon either of them without written modifications agreed upon by both parties. The parties agree that this agreement shall be subject to interpretation under the laws of the State of Ohio, that jurisdiction for the resolution of any dispute pertaining to this agreement shall lie in the State of Ohio and that venue shall lie for such resolution in the Circuit Court of Montgomery County, Ohio. As part consideration for this agreement, Guardian(s) hereby expressly submits to the jurisdiction of the State of Ohio and agrees to venue in Montgomery County, Ohio as the situs for the resolution of any disputes pertaining to this agreement. Guardian(s) agrees that he/she understands this Agreement fully, and that he/she has been afforded the opportunity to consult with legal counsel prior to its execution. If any part of this Agreement is deemed unenforceable by law, the remainder of this Agreement shall remain in full force and effect to the extent that it may be so interpreted consistent with its purpose and intent. Should any disputes arise between the parties regarding the terms of this Agreement, each party agrees to mediate their claims in good faith before a neutral third party prior to filing any legal action(s), provided, however, that in the event that a dispute occurs, Owner will

have the right, at Owner's election, as owner of the dog, to possess the dog during the resolution of such dispute. If Guardian(s) breaches or violates any term, condition, rule or policy contained or referenced in this Agreement, or any amendment thereto, Guardian(s) shall be liable for any and all expenses including reasonable attorney fees incurred by Owner to enforce the terms of this agreement. Except as expressly provided herein, all payments under this Agreement will be irrevocable, non-refundable, and non-creditable.

Governing Law – This agreement shall be governed by and construed in accordance with the Laws of the State of Ohio.

This agreement constitutes the entire agreement; no other oral or written conditions exist.

By signing below, all parties affirms that they read and understand this contract in it's entirety.

<i>Owner's Signature</i>	<i>Today's Date</i>

<i>Guardian #1 Signature</i>	<i>Today's Date</i>

<i>Guardian #2 Signature</i>	<i>Today's Date</i>

OWNER'S CONTACT INFORMATION:

<i>First and Last Name:</i>	<i>Phone #:</i>	<i>Phone #:</i>
<i>Address:</i>		
<i>Street</i>	<i>City, State</i>	<i>Zip Code</i>
<i>Email:</i>		

GUARDIAN(S) CONTACT INFORMATION:

<i>First and Last Names:</i>	<i>Phone #:</i>	<i>Phone #:</i>
<i>Address:</i>		
<i>Street</i>	<i>City, State</i>	<i>Zip Code</i>
<i>Email:</i>		