

Guardian Home Contract

This Agreement dated _____, 20____,
is part of our Guardian Home Program and is between:
Duttons Show Me Farms, 19686 State Hwy 43
Oronogo Missouri 64855, 417-460-8942 and
Guardian Family:

Name: _____

Address: _____

Email: _____

Phone: (____) _____ & (____) _____

** _____ (Guardian Initials)

The following dog:

Breed: Miniature Australian Shepherd

Gender: _____

Color: _____

DOB: _____

Microchip # _____

Welcome to our program!

Our dogs are considered beloved members of our family. We created a Guardian Home Program to grow our breeding program while still providing each of our breeding dogs with a loving environment in a guardian family.

By joining our Program, you desire to and act as a guardian for a dog that is either a female potential breeder or proven breeder or a male potential breeder or proven breeder, subject to the terms of this Agreement.

The dog mentioned in this contract will continue to be owned by DSMF for the span of 6 (Six) years or 4 (Four) litters of puppies, from the date of the contract or until the agreement is terminated by both of the parties in a way defined in this agreement.

Breeder Obligations

A. Breeder will provide the guardian with detailed instructions regarding care of the dog, feeding, training, and veterinary care.

B. Breeder will request transportation of the dog when necessary.

**Breeder will give guardians at least a 3 day notice when transportation is necessary.

C. Breeder is responsible for all expenses related to testing/ breeding.

D. Breeder promises first priority to the Guardian family, if they choose to take a second Guardian dog into their home.

E. Breeder owns breeding rights to the dog named above for the span of 6 (six) years or 3 (three) litters of puppies unless the breeder decides to retire the dog before.

F. Breeder will spay/neuter said dog once retired from the program and sign papers and ownership over to the guardian home.

Guardian Obligation

Failure of the following can result in the Breeder taking the dog back into their care without notice.

A. The guardians are responsible for all expenses related to properly maintaining, containing, grooming, training and caring for the dog using methods approved by the breeder. ** _____

B. Guardians must follow breeders nutritional guidelines, exercise the dog appropriately, pay for routine veterinary care and food related expenses and pay for sick visits to the veterinarian. (All basic pet owner responsibilities) ** _____

**Guardians must present the breeder with copies of vaccination records so the breeder can keep it on hand.

C. Guardians must surrender the dog to the breeder whenever stud services are needed and on occasions such as, but not limited to: breeding and related veterinary visits.

For females, the female must be surrendered to the breeder for breeding (5-10 days) and 2 weeks before suspected due date, and for whelping (up to 12 weeks). Guardian must inform the breeder as soon as the female comes in and out of her heat cycle. ** _____

D. Guardians must inform the breeder of vacations and planned absences. Any person caring for the dog in the Guardians absence must be approved by the breeder in advance. Your DSMF dog receives FREE boarding with us, any additional dog will receive discounted boarding with the breeder. ** _____

E. Guardians agree to cooperate in arranging transport of the dog upon breeders request for testing, breeding or on other occasions as needed by breeder.

F. Guardians may not choose or allow any elective veterinary procedures to be performed on the dog without the written permission from the breeder. Guardians must notify the breeder when the dog is sick and requires medical attention. If anything is done without permission of the breeder the guardian is subject to a fine up to \$10,000.00 and the dog to be pulled from the guardian home. ** _____

G. Guardians may not use or allow the use of the dog for breeding purposes except those arranged for by the breeder. ** _____

H. The Guardians are responsible to ensure that all persons residing with the guardians and dog understand and abide by the contract.

I. Guardians agree to reside within 4 hour of Joplin MO for the duration of the contract. If the guardian moves to a location outside this radius, the dog will be returned to the breeder if a new contract cannot be agreed upon.

J. Guardians agree to put the puppy/dog through obedience training with DuttonsK9TrainingFacilities and no other training company.

K. Guardians will keep the dog contained, when outside, with permanent fencing. (Electric fencing must be approved by the breeder first) And when outside of this perimeter, the dog will be properly leashed. ** _____

L. Guardians agree that the dog will be an indoor dog and will never be kept outside for extended periods of time.

- M. Guardians agree to NOT DESEX the dog subject to penalty and damages of up to \$10,000.00 ** _____
- N. Guardians agree to have the dog spend 1 weekend at the breeders home every 2 to 3 months to keep them familiar with the breeder helping to eliminate anxiety and fear.
- O. No other intact dogs are allowed to come in contact with the female dog while in heat, accidental breeding can result in a fine up to \$5,000 to cover damages. ** _____
- P. Breeding a male dog to someone else's dog without arrangement of the breeder will result in a \$2,500 fine.

** Failure to meet any of these obligations can result in the dog being removed from the guardian home and termination of the guardianship contract. ** _____

Illness, Injury or Death of the dog while in Guardian's care:

- A. The guardians are responsible for seeking prompt and appropriate veterinary care in the event of injury or illness of the dog.
- B. If choices need to be made regarding type of treatment, the choices must be presented to and made by the breeder unless emergency treatment is required and the breeder cannot be reached by phone.
- C. If the dog dies or is physically damaged due to negligence on the part of the guardian, the guardians owe the breeder the full value of the dog: \$1,500.

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. Leaving the dog in the sole custody of a person under the age of 16 for an extended period of time .
5. Failure to maintain proper vaccinations and preventative medicines for the dog.
6. Leaving the dog outside while an adult is not home. This includes disappearance or theft of the animal.

If the dog dies accidentally due to circumstances beyond the control of the guardians, and is proven by the breeders vet, the guardians do not owe any payment to the breeder.

Death of the dog while in the care of the breeder:

If the dog dies while in the care of the breeder, the breeder will provide a replacement puppy to the guardian at no charge and the guardian contract will be terminated.

The guardians may return the dog at any time for any reason and the guardian contract will be terminated.

Indemnity

The Guardian Family agrees to indemnify and hold Breeder harmless from and against all claims, liabilities, losses, cost, damages and expenses by reason of any damage property or injury or death to individuals allegedly caused by the dog while in the possession of the Guardian Family.

Approved Foods:
Other food must be approved prior to feeding.
Breeder's Choice:

8 weeks to 1 year

1 year and up
Approved Guardian Food:

Breeder Initials: _____

Breeder Initials: _____

Vet Information:
Breeders Vet: Pawsitive Care Veterinary Clinic
18970 Covenant LN Joplin MO 64801
Guardians Vet:

IN WITNESS WHEREOF:

The parties have executed this Agreement as of _____, 20_____.

Breeder Print: _____
Breed Signature: _____
Guardian 1 Print: _____
Guardian 1 Signature: _____
Guardian 2 Print: _____
Guardian 2 Signature: _____

• • MINI • • • • •
AUSTRALIAN X SHEPHERDS