

Forever Family Contract (Guardian)

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The intent of this agreement is to provide______(*Guardian*) with a ______at no purchase price in order for O'Dell's Doodles to have dog included in the O'Dell's Doodles breeding program.

- *Guardian* will pay *Breeder* a \$______"good faith" security deposit, which will be returned after the third litter has whelped. A litter is defined as 3 puppies or more. A Non- refundable \$300.00 Deposit is due upon signing contract to hold guardian spot if the puppy is not ready to leave on the date this contract is signed. A Balance of \$_____ is due at puppy pick up.
- In addition to the \$______security deposit being returned, the *Guardian* family will also be compensated with an additional \$______cash or \$_____off the price of a future puppy.
- In the event the following occurs:
- 1. Negative genetic testing results in a genetic disease which will pass on a mutation to the litter and considered not healthy to produce puppies without genetic defects; but
- 2. And/or, OFA results confirm signs of genetic dysplasia, not environmental noted other than Fair, Good or Excellent;

The *Breeder* will not breed the said Guardian dog and the *Breeder* will spay/neuter him/her at the *Breeder's* expense and the \$______security deposit will **not** be refunded to the *Guardian*.

- (Female Dogs Only) If O'Dell's Doodles decides to limit the breeding of the guardian dog to less than 3 breeding's, the *Guardian* will forfeit the 1/3 of their deposit per litter not whelped, to O'Dell's Doodles. The *Guardian* will no longer receive the additional \$______ at the completion of the contract. However that \$500.00 can be credited to the purchase of a puppy in the future.
- If the *Breeder* decides not to breed the guardian dog at all, the *Guardian* family will forfeit the \$_____deposit to O'Dell's Doodles.

This contract will be null and void at O'Dell's Doodles discretion if the above terms take place.

Ownership of this dog, _____

DOB:______ REMAINS THE PROPERTY OF THE *Breeder*, Kelly O'Dell and O'Dell's Doodles, for a period of five years or the completion of three litters, whichever occurs first. At that time, ownership will transfer to *Guardian* and dog will be spayed/neutered at *Breeder's* expense.

Guardian has no ownership or interest in any puppies produced by this dog.

Guardian will take possession on ______with the responsibility to:

- 1. Safely confine dog by use of physical fence or leash.
- 2. Provide housebreaking by the age of nine months.
- 3. Keep the dog accustomed to periods of time in the crate daily, either sleeping or resting.
- 4. Provide adequate exercise daily, not allowing dog to become overweight as decided by the *Breeder* in order to protect hips from hip dysplasia.
- 5. Provide basic obedience training: "come", "sit", "stay", "stay back from door", "crate" (no dashing out of doors), no jumping on people.
- 6. Feed approved food.
- 7. Provide vet care as needed, including vaccinations at *Guardian's* expense.
- 8. Keep dog free from fleas and other parasites in the most natural means possible, using chemical products only with *Breeder* approval.
- 9. Deliver dog to *Breeder* or meet *Breeder* upon request with 24-hour notice for breeding purposes, testing, etc.
- 10. Contact *Breeder* immediately in the event of serious illness or accident including severe diarrhea, loss of appetite, vomiting, etc.
- 11. Notify *Breeder* of any absences or vacations out of the local area in advance and give contacts for dog caretaker during absence. <u>If available</u>, *Breeder* will board for the *Guardian* family during these times.
- 12. Send copy of the bill for all vet visits to Breeder.
- 13. License dog with Fresno County or the county in which the dog resides and keep license current.
- 14. **Male:** Keep dog away from females in season to prevent accidental breeding. **Female:** Keep dog away from intact males while in season.
- 15. Maintain this contract even in the event that *Guardian* moves out of the area, including flying the dog to *Breeder* when requested for breeding and health and genetics testing at *Guardian's* expense.
- 17. *Guardian* agrees to keep dog away from the floor or ground of public places such as pet stores, parks, dog parks, groomer and the floor of vet office until the DHPV series is complete

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(approximately 16 weeks). This is to prevent the puppy from getting parvo, a deadly disease to puppies.

- 18. Contact *Breeder* before grooming (Poodles and Doodles only) so that *Breeder* may take pictures as needed to update website.
- 19. Deliver dog to vet at appointed times in the event that *Breeder* is out of town and a collection (males only) or breeding needs to occur. *Breeder* will set this up at least 48 hours in advance.
- 20. Keep dog well socialized with other dogs and people of all ages.
- 21. If at any time prior to the end of the terms of this contract you decide you do not want this dog to breed any longer or at all prior to any breeding taking place, O'Dell's Doodles MAY agree to terminate the contract prior to any continuation of breeding. There will be ______ charge which must be paid by YOU if it is agreed upon between yourself and O'Dell's Doodles to terminate the breeding contract. You also agree to forfeit the ______ deposit to O'Dell's Doodles.
- 22. The guardian will be responsible for completing a certified socialization class with the contracted dog at the age of 6 months. Proof of completion of the class will be sent to the breeder for records purposes and contract agreement. COVID 19 WILL NOT be an excuse for the contracted dog to not be socialized and well behaved.
- 23. If the contracted dog comes to the breeders home for any reason and is not behaving to the standards of O'Dells Doodles guidelines, The breeder has the right to keep and train the contracted dog until it is up to the breeders standards. Any cost incurred by the breeder for having the contracted dog trained will be reimbursed by the Guardian to the breeder.

Should the dog die of natural or accidental causes while in possession of the *Guardian*, this agreement shall terminate and the \$______ deposit will be forfeited. Should the dog die while in the *Breeder's* possession this agreement shall terminate, and *Breeder* shall provide *Guardian* with a replacement puppy from the next litter.

At any time that the *Breeder* finds non-compliance of this agreement, this will terminate the contract and *Guardian* shall immediately relinquish possession of the dog to the Breeder.

During the life of this dog, *Guardian* may return dog to *Breeder* at any time.

If *Guardian* has dog spayed or neutered without written consent of *Breeder, Guardian* will owe *Breeder* up to \$20,000 for an adult ______two years or older and for loss of future litters. Any legal costs incurred to collect this payment will be paid by the *Guardian*.

If *Guardian* allows dog to be bred without written consent of *Breeder, Guardian* will owe *Breeder* \$______ for every puppy produced in the litter. Any legal costs incurred to collect this payment will be paid by the *Guardian*.

If *Guardian* **MUST** notify *Breeder* within 24 hours by phone and/or email of their female beginning their estrus (heat cycle) no matter what the age is, of the dog. If failure to do so, *Guardian* will be

required to pay for progesterone testing (up to \$200.00 for each test needed) every other day up to 12 days and transport dog to and from veterinarian until the time that female enters estrus.

Breeder responsibility:

Breeder:

- 1. Provide *Guardian* with a healthy puppy.
- 2. Approve *Guardian's* choice of dog food.
- 3. Pay all veterinarian costs pertaining to reproduction such as PennHIP, OFA, progesterone testing (unless *Guardian* does not inform *Breeder* first day of heat cycle), pregnancy ultrasound. The *Guardian* is responsible for all non- breeding related expenses, including but not limited to the following: vaccinations, deworming, parasite control, food, and emergency vet expenses.
- 4. Pay for neuter or spay at the completion of contract or when *Breeder* deems the dog to not be needed for breeding, whichever occurs first.
- 5. Honor a two year health guarantee in the event that the dog is spayed/neutered before completion of this contract by the *Breeders* decision.
- 6. Provide dog care support when requested for life of dog.
- 7. Provide information on detecting and caring for a dog in estrus (heat).

Print:	Signature:	Date:
<u>Guardian:</u>		
Print:	Signature:	Date:
Address:		
Phone:		
Email:		