

Majestic Doodles
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Guardian Home Program Agreement

This agreement is in effect and set forth on _____, between Marsha Thatcher, Owner/Breeder of Majestic Doodles, and Guardian Home Provider:

Name:
Address:
Telephone:
Email:

Throughout this agreement, Majestic Doodles will be referred to as "Breeder"; Guardian Home Provider will be referred to as "Guardian" or "Guardian Home", and Guardian Puppy/Dog will be referred to as "Guardian Dog", "Guardian Puppy/Dog", or "Dog".

This Guardian Home Agreement is for an intact breeding Australian Labradoodle Puppy/Dog known as:

XXXXX

Gender:
Color:
DOB:
Microchip:
Sire:
Dam:

DEFINITION OF A GUARDIAN HOME

A Guardian Home is a person or family that provides a loving and smoke-free foster home environment for a breeding dog under a written contract for a Breeder. Guardian homes must have an adult home most of the day and cannot work full-time away from home. The Guardian raises the dog as their pet; however, the Breeder is the **legal owner** of the dog until the dog is retired from breeding. As the **legal owner**, the Breeder has the right to terminate the agreement and permanently remove the dog from the Guardian home if they feel it is in the best interest of the dog, and/or the Breeder's business. Upon retirement, the Breeder transfers the **full ownership** of the dog to the Guardian.

GUARDIAN AGREES TO THE FOLLOWING TERMS

- 1) Guardian will pay a \$500 deposit to Breeder before taking possession of Guardian Puppy/Dog, which will be reimbursed in the following way:
 - Guardians of males will be compensated \$100 per year, at the end of the first year the Dog sires a litter.
 - Guardians of females will be compensated \$100 per litter the Dog whelps, payable when all puppies are sold.
- 2) Guardians may terminate this agreement by returning the Guardian Puppy/Dog in good breeding condition to the Breeder but will forfeit their deposit.
- 3) Guardian understands that when Guardian Puppy/Dog has finished his/her breeding career as determined by Breeder, once the Dog has been de-sexed at Breeder's expense, official ownership of Guardian Puppy/Dog will be transferred to the guardian in writing and this agreement will be fulfilled and terminated.
- 4) Guardian agrees to represent and promote Breeder and Majestic Doodles in a positive manner and expected to share contact information for the Breeder with anyone who inquires.
- 5) Guardian must notify the Breeder if moving, or of any changes in personal information. If Guardian plans to move more than 75 miles from Breeder, Guardian must return the Guardian Puppy/Dog back to the breeder. Guardian cannot take the Dog with them when they move if the Dog has not finished its breeding career.
- 6) It is at Breeder's discretion when Guardian Puppy/Dog is ready to begin his/her breeding career but will not begin before minimum health testing is complete as required by the Australian Labradoodle breed club WALA (Worldwide Australian Labradoodle Association).
- 7) Females will produce no more than 5 litters. It is at the Breeders discretion when Guardian Puppy/Dog will be used for breeding, when to skip heat cycles, when to breed back-to-back, and when to retire Guardian Dog, but will be no later than the female Dog's 6th birthday. Males may be used for stud service until they are 8 years old. Males may be used by other breeders at the Breeder's discretion via live breeding, or artificial insemination.
- 8) Guardian must check females for signs of heat cycles. Breeder will provide instructions on how to tell when a female is going into heat. Timing is of utmost importance to plan a breeding for a pregnancy to occur and cannot be accomplished if the first date of the heat cycle is unknown.
- 9) Guardian Puppy/Dog must be protected at all times by leash or enclosed physical fencing when outdoors. Underground (invisible) fencing is not acceptable, as it does not keep unwanted dogs from entering the yard.
- 10) Guardian must provide means of protection for the Dog while riding in an automobile, either in a travel approved crate, a dog car seat with safety leash, or some form of harness connected to a seat belt.

- 11) Dog must not be kept in a crate for more than 10 hours total within a 24-hour period.
- 12) Guardian will never take the Guardian Puppy/Dog to dog parks, boarding kennels, or any other place that many dogs frequently congregate which could expose the Dog to bacteria and viruses that may affect fertility and/or pregnancy.
- 13) All sales of any offspring will go to the Breeder. Guardian does not have the rights to use Guardian Puppy/Dog for any breeding purposes.

VETERINARIAN HEALTH CARE

- 1) Breeder retains the right to designate (if local) or approve of (if out of town) the veterinarian for Guardian Puppy/Dog's care. Guardian must list the Breeder as owner of Dog with their veterinarian, ensuring that Breeder is allowed all access to the Dog's medical records.
- 2) All non-breeding related vet bills for pet-related issues, such as: well checks, annual vaccinations, monthly heartworm, flea/tick control, and those related to illness or accident (along with medications needed), etc., while in possession of Guardian are Guardian's responsibility.
- 3) Breeder is responsible for paying vet bills that are related to specific breeding and/or health testing for Guardian Puppy/Dog, and/or semen collection and/or artificial insemination fees, as related to breeding. Breeder will arrange with Guardian scheduled appointments for these procedures. Guardian must deliver the Dog to the Breeder for these appointments or delivery directly to the veterinarian for the appointment.
- 4) Guardian will ensure the Guardian Puppy/Dog is up to date on their annual examinations and required vaccinations.

NUTRITION/EXERCISE/TRAINING

- 1) Breeder requires that Guardian Puppy/Dog be fed PawTree Dog Food at the Guardian's expense. If the Guardian desires to change the brand of food given to the Dog, it must be approved by the Breeder prior to making the change. Pregnant females may require additional supplements and an increase in food/nutrition.
- 2) Breeder requires regular exercise for Guardian Puppy/Dog to maintain optimum weight and physical and mental health, which includes daily play time, walking/running and ample amounts of sunshine.
- 3) We firmly believe in a good training program and believe it is essential to a long lasting and strong relationship between dog and owner. Therefore, Breeder requires the Guardian Puppy/Dog undergo at least a basic training program with CKC (Chantel's K9 Command) Training when the Guardian Puppy is 6 months old. The cost of the training program is \$2,500.00 and is the Guardian's responsibility. The program includes 8 private sessions (once a week for 1 hour), 6 group classes, all training supplies, and guaranteed results.

GROOMING

- 1) Guardian agrees to bring Guardian Puppy/Dog exclusively to Breeder every 4-6 weeks for grooming. Guardian also agrees to maintain Guardian Puppy/Dog's coat with regular brushing, bathing and coat care in between grooming sessions.

VISITATION/TRANSPORTATION/ABSENCES

- 1) Guardian agrees to allow Breeder to visit as necessary to assure quality care and provision are acceptable. Breeder will make every attempt to make an appointment but reserves the right to come unannounced.
- 2) Guardian understands that females will stay with the Breeder for whelping and weaning of puppies, beginning 7-10 days prior to the estimated whelp date and puppies are 6-7 weeks old. Guardian may and is encouraged to schedule visits with the Guardian Puppy/Dog during their extended stay with Breeder.
- 3) **Breeding dogs cannot stay at a boarding kennel due to the risk of exposure to bacteria and viruses that can affect fertility and/or pregnancy.** If Guardian is unable to have family or a friend watch the Dog while out of town, Guardian will contact Breeder as an option.

GENERAL PROVISIONS

- JURISDICTION

The laws of Utah shall govern any and all actions to enforce, interpret, or seek relief for breach of this Agreement. Any such action to enforce, interpret, or seek relief for breach of this Agreement shall be initiated only in the Washington County Utah Court System. By entering into and executing this Agreement, the parties hereto agree to voluntarily submit to the jurisdiction of the Washington County Utah Court System regardless of where either party is actually located or resides.

- SEVERABILITY

Failure to honor any portion of this contract can result in the Breeder reclaiming the dog without compensation to the Guardian, and a \$25,000.00 fee will be paid to the Breeder by the Guardian. This amount is based on the average Breeding Dog Cost of \$10,000.00 plus \$15,000.00 "Breach of Contract Fee". If necessary, legal action will be taken to collect damages and Guardian will be responsible for all legal fees. If any provision of this document shall be deemed unenforceable or against public policy or any statute, all other provisions of this Agreement shall remain in force and effect.

- **BINDING AGREEMENT**

All the terms of the parties' agreements are incorporated into this document and no parole evidence or statements by Breeder's agents and/or employees shall be deemed part of this Agreement. The parties expressly agree that this document constitutes the entire agreement between the parties and supersedes all previous negotiations and agreements in relation to this transaction.

The undersigned hereby acknowledge reading and understanding the entire Agreement and agree to be bound by the terms hereof.

Breeder Signature: _____ **Date:** _____

Printed Name: Marsha Thatcher

Guardian Signature: _____ **Date:** _____

Printed name: _____