

Majestic Doodles Email: majesticdoodlesutah@gmail.com

3333 S. Castlefield Dr. Web: [www.majesticdoodles.com](http://www.majesticdoodles.com)

Washington, UT 84780 Phone: (702) 292-5741

**Guardian Home Program Agreement**

This agreement is in effect and set forth on DATE , between Marsha & Ryan Thatcher, Owners/Breeders of Majestic Doodles, and Guardian Home Provider:

Name: XXX

Address: XXX

Telephone: XXX

Email: XXX

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:

**Majestic Doodles (LITTER NAME) AKA “(CALL NAME)”**

Gender:  Female

Color:  XXX

DOB:  XXX

Microchip:  XXX

Sire:  XXX

Dam:  XXX

**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.
2. Guardian will be compensated by Breeder when Guardian Puppy/Dog is used for breeding in the following way:
* Guardians of males will be compensated $100 per litter the Dog sires, payable when all puppies are sold.
* Guardians of females will be compensated $100 per litter the Dog whelps, payable when all puppies are sold.
1. Guardians may terminate this agreement by returning the Guardian Puppy/Dog in good breeding condition to the Breeder but will forfeit their deposit.
2. 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.
3. Guardian understands that for the Guardian Puppy/Dog to remain in permanent custody of the Guardian after retirement, all conditions of this agreement must be met during the Dog’s breeding career.
4. Guardian agrees to represent and promote Breeder and Majestic Doodles in a positive manner.  Guardian is expected to refer customers and take the Guardian Puppy/Dog to safe public places on a regular basis where others can see the Dog.  Guardian is expected to share contact information for the Breeder with anyone who inquires.
5. Guardian agrees to not move more than 75 miles from the Breeder during the Dog’s breeding career.  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 under any circumstance.
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 at least one of the Australian Labradoodle breed clubs (WALA or ALCA).
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 Dog’s 6th birthday.
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.

1. Males will 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.
2. Breeder has exclusive rights to use Guardian Puppy/Dog for breeding which includes natural breeding, and/or artificial insemination, which includes for males, stud service either by natural breeding or semen collection for the purpose of artificial insemination, or for females, natural breeding, which could include flying the female to the stud or artificial insemination via ANY method, vaginal, trans-cervical or surgical.
3. 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.
4. Guardian must provide means of protection for the Dog while riding in an automobile, either in a travel approved crate, or some form of harness connected to a seat belt.
5. Dog must not be kept in a crate for more than 10 hours total within a 24-hour period.
6. Guardian will never take the Guardian Puppy/God 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.
7. All sales of any offspring will go to the Breeder.
8. Guardian does not have the rights to use Guardian Puppy/Dog for any breeding purposes.  If Guardian intentionally breeds the Guardian Puppy/Dog, or spays/neuters the Dog, or moves more than 75 miles from the Breeder without relinquishing the Dog to Breeder, there will be a penalty imposed for $25,000 for violating the terms of this agreement.

## **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.  For dogs in the St. George/Washington area, we require that the Guardian use Washington Family Veterinary Clinic 969 North 3050 East, St. George, Utah 84790.
	2. 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.
	3. All non-breeding related vet bills for pet-related issues, such as: maintenance and well being, 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.
	4. Guardian will provide Breeder with dates and nature of medical treatments, vet visits, and vaccinations for Breeder’s records.
	5. 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.

**NUTRITION/EXERCISE/TRAINING**

1. Breeder requires that Guardian Puppy/Dog be fed Muenster Milling dog food at the Guardian’s expense.  This is a customizable dog food, good for puppies as well as adult and pregnant dogs.  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.  All approved food must have at least 4-5 star rating per [www.dogfoodadvisor.com](http://www.dogfoodadvisor.com/).  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. Breeder requires that discipline of Guardian Puppy/Dog be applied with positive reinforcement and that the Dog is not reprimanded for breeding behaviors (i.e., humping, marking territory, etc.)
4. Breeder requires that Guardian provide Guardian Puppy/Dog regular socialization with people (adults and children) and other dogs.  Guardian Puppy/Dog must be comfortable and show signs of being well socialized to other dogs and people by the time it is one year of age and be comfortable in the Breeders home around other dogs and unknown people.
5. Breeder requires basic obedience training of all their Guardian Puppy/Dogs.  Guardian Puppy/Dog must demonstrate to Breeder basic obedience commands by one year of age, meaning the Dog must perform commands given by the Breeder, not the Guardian or a trainer.  In the event the Guardian Puppy/Dog is going into a new Guardian home after the age of one and before it has completed obedience training, the new Guardian will have 6 months from entering this agreement for the Dog to complete training.

**GROOMING**

1. Guardian agrees to maintain Guardian Puppy/Dog’s coat by having the Dog groomed at Guardian’s expense approximately every 8-10 weeks by a professional groomer.  We recommend Zion Canyon Canine in Hurricane, Utah (435) 772-9029.  Guardian will inform any groomer that you are a Guardian Family for Majestic Doodles.

1. Guardian is responsible to ensure that the grooming will be consistent with the look of OUR Australian Labradoodles, (and not a cut designed for other purebreds), for the purposes of photos needed by the Breeder for advertising.  Breeder will provide Guardian a chart of instructions to take to their groomer for guidelines.

**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 agrees to bring the Dog to the Breeder’s residence at least once every 3-6 months for an overnight visit, (24-36 hours) until the Dog begins its breeding career to ensure the Dog is comfortable in the care and home of the Breeder when they come to the Breeder’s residence to breed and/or to whelp and wean their puppies.
3. Guardian understands that transporting Guardian Puppy/Dog to and from Breeder’s home on breeding days will be necessary.  Breeding is done every other day for approximately 3-5 days.  Guardian understands that they are responsible for delivery of the Dog to the Breeder (or veterinarian).
4. 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 at least 7 weeks old.  Guardian may and is encouraged to schedule visits with the Guardian Puppy/Dog during their extended stay with Breeder.
5. Guardian agrees to advise Breeder of **all travel dates** **away from Guardian Puppy/Dog** when the Dog will be in the care of someone other than the Guardian.  Guardian may share dog sitting with other Guardians.  Guardian will provide to the Breeder the contact information for the person(s) responsible (including other Guardians) for watching the Dog.  **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.**

**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

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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**