



Guardian Home Agreement

This agreement (“**Agreement**”), dated as of _____, 20____ (the “**Effective Date**”), is between _____ (“**Breeder**”), and _____ (“**Guardian**”). The subject of this Agreement is the guardianship of the below-described dog (“**dog**”).

REGISTERED NAME: _____ **BREED:** _____
SEX: _____ **DATE OF BIRTH:** _____ **MICROCHIP #:** _____

The Breeder and Guardian agree as follows:

1. **Ownership.** Ownership and all right, title, and interest of the dog shall remain with Breeder until Breeder (at its sole discretion) transfers ownership of the dog to Guardian. Any puppies born to a female dog shall be the sole and separate property of Breeder and Guardian shall have no ownership interest or right to possess any such puppies. Any semen from a male dog shall be the sole and separate property of Breeder and Guardian shall have no ownership interest or right to possess or use any of such semen. The Dog shall be used as breeding stock exclusively for breeder and under no circumstances shall be bred to any dog other than as directed by Breeder.
2. **Breeder’s Obligations and Rights.**
During the time the dog remains in the possession of the Guardian, and during the term of this Agreement, Breeder shall:
 - a. Dietary Guidelines. Provide Guardian with dietary guidelines, vitamins and instructions regarding preventative health care for the dog.
 - b. Veterinarian Care. With input from Guardian, agree on the veterinarian who will care for the dog (the “**Designated Veterinarian**”) and, solely for the purpose of facilitating such care, add Breeders Name "Naira Guzman as Co-owner on the veterinarian records.
 - c. Breeding/Semen Collection. When it is time for breeding or semen collection, have the right to take possession of the dog from Guardian until the process is completed at which time the dog will be returned to Guardian’s possession.
 - d. Possession. If the dog is a female, have the right to take possession of the dog approximately 7-10 day prior to whelping and provide care and supervision of the dog until weaning of her puppies is complete.
 - e. Expenses. Be responsible for payment of all veterinary care related to breeding, whelping, and weaning the dog.
 - f. Home Inspection. Upon execution of this Agreement, Breeder shall transfer possession of the dog to Guardian. Breeder will drop off dog to the Guardians home and insure it has a safe environment. Provide feedback in necessary.
3. **Guardian’s Obligations.**
During the time the dog remains in the possession of the Guardian, and during the term of this Agreement, Guardian shall:
 - a. Proper Care. Provide good and proper care of the dog. Such care includes, but is not limited to (i) safely confining the dog by using a traditional fence and restraining the dog by using a leash whenever outside the Guardian’s house or yard, especially during proestrus and estrus, (ii) maintaining the dog at a healthy weight, including by providing the dog with adequate exercise on a daily basis and (iii) providing basic obedience training for the dog. Guardian further agrees not to have intact male and female dogs living in the same home.
 - b. Preventative Healthcare; Dietary Guidelines. Follow Breeder’s instructions regarding preventative health care and dietary guidelines and pay all costs and expenses associated with feeding the dog. Guardian must consult Breeder and obtain Breeder’s approval before any change in diet or supplements are implemented.
 - c. Veterinary Appointments.
 - i. Pay for veterinary appointments and expenses, including but not limited to [annual inoculations, rabies vaccine, teeth cleaning and annual fecal tests].
 - ii. Administer and pay for monthly flea, tick, and heartworm medications as approved required by Breeder. Guardian must provide Breeder with dates of preventative treatments when the dog is returned to Breeder prior to whelping. Owner is to stop all and any medication when female dogs goes into proestrus.

- iii. Promptly notify Breeder at the first sign of any illness or at time of any injury and pay for any veterinary visits due to such illness or injury while in Guardian's care.
 - iv. Guardian will deliver and pick up the dog from Breeder upon Breeder's request for vet appointments, breeding, and/or whelping purposes.
- d. Vacation/Absences. Notify Breeder at least 15 days in advance of any scheduled vacations or other absences from the Guardian's primary residence (set forth below) that may coincide with breeding times. If prior notice is not possible (i.e., in the case of an emergency), Guardian shall notify Breeder as promptly as possible. Guardian shall schedule and pay for all related boarding expense.
 - e. Residence. At all times maintain a primary residence at which the dog will be kept that is within one hour by car from Breeder's primary residence, unless otherwise agreed upon.
 - f. Grooming. Provide grooming and basic coat care for the dog at least every 2-4 months by a licensed groomer or if approved by Breeder, Guardian may provide directly appropriate grooming so long as a healthy coat is maintained. Provide pictures and updates once every few months.
 - g. Insurance. Guardian will maintain accident/illness insurance coverage for the dog while in Guardian's care with a minimum of a \$20,000 per yearly coverage for accident and or illness claims.
 - h. Communication. At all times maintain good communication and an amicable working relationship with Loving Labradoodles in regards to the care and or breeding. Both parties agree to promptly notify the other of any change of address, email or phone number.
4. **Removal of Dog**. If Guardian violates any of the terms of this Agreement, and Breeder has attempted several times to resolve the matter with no resolution the breeder has the right to remove the dog from Guardian's possession. The agreement is immediately terminated.
5. **Death of Dog in Guardian's Possession**. Guardian will, upon the natural death of the dog, promptly notify Breeder of the particulars of the animal's death. If the cause of death is unclear, Guardian agrees to a necropsy paid by the Breeder. If the death of the dog was due to natural causes, this Agreement shall immediately terminate and neither party shall have any further obligation to the other party.
6. **Violations Payment to Breeder**. Guardian will be subject to, and hereby agrees to pay, as a penalty, the sum of a breeding dog price of **\$10,000 USD** (the "**Penalty Amount**") for any of the following enumerated violations of this contract:
- a. Guardian has the dog spayed or neutered without Breeder's express written consent;
 - b. Guardian acts intentionally or willfully with reckless disregard for the dog's welfare that results in the dog's death.
 - c. Guardian absconds with the dog.
 - d. Guardian allows the dog to breed or be bred **without** Breeder's express written consent (each such occurrence shall subject Guardian to the Penalty Amount).
 - e. Guardian negligently permits the dog to mate with any other dog, including those that are spayed or neutered, resulting in a situation where an infected dog must undergo spay or neuter.
7. **Death of Dog in Breeder's Possession**. If the dog dies from natural, accidental, or other causes while in Breeder's possession, this Agreement shall immediately terminate and neither party shall have any further obligation to the other party.
8. **Transfer of Ownership**
- a. **Proven Breeder/Sire**. When Breeder determines that the dog, either a proven breeder or proven sire, shall no longer be used for breeding purposes, Breeder shall transfer ownership to Guardian at **no cost to Guardian**.
 - i. If the dog is a female, Breeder is entitled to a total of 3-4 litters prior to the dog reaching 4 years of age with each litter to consist of at least 2 live puppies. If the dog is a male, Guardian agrees the dog may be used for breeding until the age of 5 years.
 - ii. Breeder may spay or neuter the dog prior to transferring ownership to Guardian, and the costs related to such spaying or neutering shall be paid by Breeder. Breeder may instead ask that Guardian spay or neuter the dog within 30 day of transferring ownership o at Breeders expense unless another agreement is reached.
 - b. **Prior to becoming a Breeder/Sire**. If, within 18 months of the date of this Agreement, Breeder determines the dog is unable to be utilized for breeding purposes, Breeder shall offer to transfer ownership of the dog to Guardian for a price of \$1000. This right to purchase is, however, conditioned upon the Guardian paying all costs to spay or neuter and paying the transfer ownership fee.

9. **Indemnity; Attorneys Fees.** Guardian agrees to indemnify and hold harmless the Breeder from and against all claims, liabilities, losses, costs, damages (including costs and reasonable attorney’s fees) incurred as a result of claims made by third parties against Breeder arising out of, or incident to, Guardian’s possession of the dog.
10. **Confidentiality of Disputes; Possession.** Guardian and Breeder 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 prevent either party from bringing legal action or engaging in confidential mediation. In the event that a dispute occurs, Breeder will have the right, at Breeder’s election, as owner of the dog, to possess the dog during the resolution of such dispute.
11. **Agreement to Mediate.** If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.]
12. **Inability to Fulfill Agreement.** Both parties acknowledge and agree that unforeseen circumstances may arise in which it becomes impossible for Guardian to uphold Guardian’s future obligations under this Agreement. In such circumstances, Guardian must immediately notify Breeder and provide a detailed, written statement of the circumstances that render future performance impossible. Upon receipt of Guardian’s written statement, Breeder shall have the right to take full possession of the dog. If Breeder does take possession of the dog pursuant to this section, Guardian will not be entitled to any compensation from Breeder nor be obligated for any future care of the dog but shall not be absolved or released from any past violations specific to section 6. of this Agreement unless breeder was paid in full from violation.
13. **Governing Law.** This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by and construed in accordance with the laws of the State of California without regard to the conflicts of laws provisions thereof.
14. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior or contemporaneous agreements, negotiations, discussions and understandings, written or oral, between the parties with respect to such subject matter. Neither party may assign, transfer, or subcontract any obligations (or rights) under this Agreement without the prior written consent of the other party. No changes, modifications or waivers to this Agreement will be effective unless in writing and signed by both parties. In the event that any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement may be executed in any number of counterparts and such counterparts together shall constitute the same instrument. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, Breeder and Guardian have executed this Agreement effective as of the Effective Date.

BREEDER:

GUARDIAN:

Signature Date	Signature Date
Name(s): 	Name(s):
Address: 	Address:
Email: 	Email:
Phone: 	Phone:
Phone: 	Phone: