

# Guardian Homes Agreement- Melorich Labradoodles

1. Purpose of Agreement: The purpose of this agreement is to define the terms and conditions of a guardianship agreement between(\_\_\_\_\_), hereafter referred to as “guardians”, and Melorich Labradoodles, and hereafter referred to as “breeders”.

2. Agreement Participants: This agreement pertains to \_\_\_\_\_, microchip # ( \_\_\_\_\_ ) born on \_\_\_\_\_, and is entered into on \_\_\_\_\_. It is between the guardians and the breeder.

3. Definition of terms:

A. Proven breeder: A bitch that has successfully whelped a litter.

B. Well veterinary visits: A veterinary visit, scheduled in advance, the purpose of which is vaccinations or determination of normal growth and health.

C. Sick veterinary visits: A veterinary visit, scheduled for the purpose of investigating or treating an ill or injured dog.

4. The above named dog will continue to be owned by Melorich Labradoodles until she has whelped 8 litters or reaches the age of 6 years, whichever occurs first, or until the agreement is terminated by one of the parties in a way defined by this agreement. The dog will live with and be cared for by the guardians in a manner defined by the terms of this agreement during that time.

5. Breeder Obligations:

A. The breeders will provide written instruction to the guardians regarding nutrition, training, veterinary care, proestrus care, and care of a pregnant bitch.

B. Breeders may visit the guardian home annually.

C. Breeder will approve the choice of all veterinarians

D. Guardians will take Breeding prospect to Animal Clinic of Northview following instructions of Melorich Labradoodles for all testing and reproductive visits, unless other arrangements are agreed upon by both parties.(Guardians located closer to us will make her readily available to us)

E. Breeder and guardian will arrange for transportation of pregnant girl to breeder’s location prior to her due date, and will remain in possession of breeder until puppies are weaned.

F. Breeder will pay guardians \$200 per litter for females in guardianship.

G. Guardian agrees to cooperate in arranging transport of bitch or stud to Assigned location of breeding upon breeder’s request.

Failure to meet these obligations can result in the guardians terminating the guardianship agreement, resulting in the return of the dog to the breeders.

## 6. Guardian Obligations:

- A. The guardian is responsible for properly maintaining, containing, **training** and caring for the dog using methods approved by the breeders.
- B. **Guardians** must follow breeder's nutritional guidelines, exercise appropriately, pay for care and food-related expenses, and **pay for visits to the veterinarian for non reproductive visits.**
- C. Guardians must surrender dog to the breeders whenever requested and on occasions such as, but not limited to, breeding, delivery of puppies and veterinary visits as well as for any and all genetic testing.
- D. Guardians must inform breeders of vacations and planned absences, and any persons caring for the dog in the guardian's absence must be approved by the breeders in advance.
- E. Guardians may not choose or allow any elective veterinary procedures to be performed on said dog without the written consent of the breeders.
- F. Guardians may not use or allow the use of the dog for breeding purposes except as those arranged for by the breeders.

Failure to meet any of these obligations can result in said dog being removed from the guardian home and termination of the guardianship agreement. The guardians shall also pay the breeders \$2500 in damages.

## 7. Illness, Injury or Death of the dog while in the guardians 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 these choices must be presented to and made by the breeders unless emergency treatment is required.
- C. If the dog dies due to negligence on the part of the guardians the guardians owe the breeders \$10,000. Negligence is defined as:
  - i. Failure to contain or supervise said dog in a responsible manner. Use of an electronic fence is acceptable.
  - ii. Leaving dog alone in a vehicle if the outdoor temperature is over 65 degrees
  - iii. Failure to prevent dog from having access to toxic materials.
  - iv. Failure to provide safe means of containment while dog is in a moving vehicle (use of a crate or canine safety belt is required).
  - v. Leaving dog in the sole care of a person under the age of 14 years.
- D. If said dog dies accidentally due circumstances beyond the control of the guardians the guardians do not owe any payment to the breeders.

8. Death of the Dog while in the breeders care:

If said dog dies during whelping the breeders will provide, free of charge, a replacement puppy to the guardians and the guardianship relationship is terminated.

9. Transfer of ownership of a proven breeder or proven sire:

At the age of 6 years, or at an earlier age if determined by breeders that conditions warrant it, said dog will be desexed. Legal ownership of said will be transferred from the breeders to the guardians at this time.

10. Transfer of ownership of a potential sire or breeder:

- A. If it is determined by the breeders that it is in the best interests of the breeders or said dog, a potential breeder can be desexed, prior to any litters being produced. The guardians will have the option of purchasing same dog for \$500. If this option is chosen, legal guardianship of said dog will transfer to the guardians.
- B. If the Guardians choose not to purchase said dog, breeders will take possession and neuter at their own expense and the guardian relationship will be terminated.

11. Return of the dog:

The guardians may return to the breeders at any time and for any reason and the guardianship agreement will be terminated.

*Rick Martel*

Breeder Signature

Date \_\_\_\_\_

X \_\_\_\_\_  
Guardian Signature

Date \_\_\_\_\_