



# GUARDIAN HOME AGREEMENT

**Reino & Julie Macki**  
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<b>Dog Name:</b>	<b>DOB:</b>
<b>Color &amp; Markings:</b>	<b>Microchip:</b>
<b>Breed:</b>	<b>Date of 1<sup>st</sup> Possession:</b>

This Agreement is dated \_\_\_\_\_, 20\_\_\_\_, is part of our Guardian Home Program and is between Breeder listed above for the dog described above and the Guardian Family as follows:

Name(s):  
Address:  
Two Phone numbers:  
Email(s):

Employment Information:

Veterinarian Information:

We are breeders engaged in responsible breeding. Our dogs are considered beloved members of our family. We created this Guardian Home Program to grow our breeding program while still providing each of our breeding dogs with a loving environment in a guardian family.

By joining our program, you desire to and act as Guardian for a dog that is a female potential breeder or proven breeder, subject to the terms of this Agreement.

The dog described in this Contract will continue to be owned by Breeder for the span of \_\_\_\_\_(\_\_\_\_\_) litters or \_\_\_\_ years, from the date of this Contract or until the Agreement is terminated by Breeder.

### **Breeder Obligations**

- A. Breeder will provide Guardian with detailed instructions regarding care of dog, feeding, training, and veterinary care.
- B. Breeder will request transportation of the dog when necessary. Breeder will give Guardian adequate notice when transportation is necessary.
- C. Breeder is responsible for all expenses related to testing/breeding.
- D. Breeder promises first priority to the Guardian family, if they choose to take a second Guardian dog.
- E. Breeder owns breeding rights to the dog named above for the span of \_\_\_\_\_(\_\_\_\_) litters or \_\_\_\_\_ years dependent on the dog being deemed in excellent health by veterinarian exam. Failure to meet these obligations can result in Guardian terminating this Agreement, resulting in the return of the dog to Breeder.
- F. Breeder agrees to provide a stipend to Guardian for each litter. The stipend amount is (\$250 for toy & mini breeds/\$500 for moyen-size poodles.

### **Guardian Obligations**

- A. Guardian is responsible for all expenses related to properly maintaining, containing, grooming, training and caring for the dog using methods approved by Breeder.
- B. Guardian must follow the Breeders nutritional guidelines as outlined herein, exercise the dog appropriately, pay for routine veterinary care and food related expenses and pay for sick visits to the veterinarian. Guardian must present Breeder with copies of vaccination records.
- C. Guardian must return the dog to Breeder whenever stud services are needed and on occasions such as, but not limited to: breeding-related veterinary visits. The dog must be returned to Breeder for breeding (5-7 days) and for whelping (up to 8 weeks). Guardian must inform Breeder as soon as the dog comes in and out of her heat cycle.
- D. Guardian must inform Breeder of vacations and planned absences. Any person caring for the dog in the Guardian's absence must be approved by Breeder in advance.
- E. Guardian agrees to cooperate in arranging transport of the dog upon Breeder's request for testing, breeding or on other occasions as needed by Breeder.
- F. Guardian may not choose or allow any elective veterinary procedures to be performed on the dog without the written permission from Breeder. Guardian must notify Breeder when the dog is sick and requires medical attention.
- G. Guardian may not use or allow the use of the dog for breeding purposes except those arranged for by Breeder.
- H. Guardian is responsible to ensure that all persons residing with Guardian and dog understand and abide by the Contract.
- I. Guardian agrees to pre-approve all overnight travel with Breeder. Breeder also agrees to provide boarding at no charge for dog as Guardian may require.
- J. Guardian agrees to pre-approve any and all competitions (4-H, AKC, Agility, etc.) with Breeder.
- K. Guardian agrees to reside at the address provided above for the duration of the Contract. If Guardian moves to a location outside a workable radius to continue this Contract, the dog shall either be returned to Breeder until after the next successfully whelped litter of the dog, after which time the Guardian agrees to pay for transportation of the dog to rejoin Guardian and this

Contract will be considered terminated OR Guardian owes Breeder the full value of the dog:  
\$\_\_\_\_\_

- L. Guardian agrees to take the dog through some sort of obedience training, whether it be by themselves or a classroom setting, professionally, or via Baxter & BELLA, an online training resource which Breeder will supply Guardian with the link and discount code for enrollment.
- M. Guardian will keep the dog contained, when outside, with permanent fencing. (Electric fencing must be approved by Breeder first) and when outside of this perimeter, the dog will be properly leashed.
- N. Guardian agrees that the dog will be an indoor dog and will never be kept outside for extended periods of time.
- O. Guardian agrees to NOT SPAY the dog subject to penalty and damages of up to \$\_\_\_\_\_, unless and until Breeder has given written permission. Guardian shall provide evidence of said spay to Breeder in writing within 30 days of receiving written permission. We require that the proof of spay be on veterinary hospital letterhead, showing the dog's name, date of birth, and microchip number.
- P. Guardian agrees to have the dog spend at least one night at the Breeder's home every two to three months to keep them familiar with Breeder in an effort of helping to eliminate any anxiety and fear upon Breeder's request.
- Q. Guardian agrees for the duration of this Agreement and for a period of three (3) years following the termination/completion of this Agreement that they will not in any capacity engage in business activities competitive to Breeder.
- R. Guardian agrees to *only* feed the dog *Life's Abundance* dog food, treats, supplements and pet care products which will be ordered by using their own distributor website. Breeder agrees to transfer and assign any and all of their dog's new puppy families as new customers or distributors of *Life's Abundance* directly to Guardian's distributor account. It is Breeder's intention to be working towards having Guardian's pet costs entirely off-set (& more) by participating as a *Life's Abundance* distributor. The Guardian Home start-up costs of approximately \$250 includes the cost of enrollment to start Guardian's distributor account and a variety of products which the pet will need as part of everyday care. Guardian shall maintain their annual membership fee with *Life's Abundance* (currently \$19.95) as well as their monthly website fee with *Life's Abundance* (currently \$10.95).

*Failure to meet any of these obligations can result in the dog being removed from Guardian's home and termination of this Contract.*

**Illness, Injury or Death of the dog while in Guardian's care:**

- A. Guardian is 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, the choices must be presented to and made by the Breeder unless emergency treatment is required and the Breeder cannot be reached by phone.
- C. If the dog dies or is physically damaged due to negligence on the part of Guardian, Guardian owes Breeder the full value of the dog: \$\_\_\_\_\_.

Negligence is defined as:

1. Failure to contain or supervise the dog in a responsible manner.
2. Leaving the dog alone in a vehicle if the outdoor temperature is over 65 degrees.
3. Failure to prevent the dog from having access to toxic materials.
4. Leaving the dog in the sole custody of a person under the age of 14 for an extended period of time.
5. Failure to maintain proper vaccinations and preventative medicines for the dog.
6. Leaving the dog outside while an adult is not home. This includes disappearance or theft of the animal.

**If the dog dies accidentally due to circumstances beyond the control of the Guardian, the Guardian does not owe any payment to Breeder.**

**Death of the dog while in the care of the Breeder**

If the dog dies while in the care of Breeder, the Breeder will provide a replacement puppy to Guardian at no charge and the Guardian Contract will be terminated.

The Guardian may return the dog at any time for any reason and the Guardian contract will be terminated.

**Indemnity**

The Guardian Family agrees to indemnify and hold Breeder harmless from and against all claims, liabilities, losses, cost, damages and expenses by reason of any damage property or injury or death to individuals caused by the dog while in the possession of the Guardian Family.

In witness hereof: the parties have executed this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Breeder: \_\_\_\_\_

Guardian(s): \_\_\_\_\_