# Guardian Home Contract

Registered Name: _____
Registered Number: _____ Microchip Number: _____
Date of Birth: _____ Sex: _____

This agreement, dated as of _____, 20_____, is between _____ (Breeder), and _____ (Guardian). The subject of this Agreement is the guardianship of the above-described dog.

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.

2. Possession. Upon execution of this Agreement, Breeder shall transfer possession of the dog to Guardian. Guardian shall retain possession of the dog and shall provide physical care to and supervision of the dog subject to the terms and conditions of this Agreement.

3. 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 and instructions regarding preventative health care for the dog.

    b. Designated Veterinarian. With input from Guardian, designate the veterinarian who will provide veterinary care for the dog (the "Designated Veterinarian") and, solely for the purpose of facilitating such care, add Guardian's name as Guardian Co-owner on the veterinarian records.

    c. Female Dog. If the dog is a female, provide (i) information to Guardian relating to her proestrus so that Guardian can uphold its obligation to recognize when the dog reaches proestrus and immediately notify Breeder and (ii) approximate dates when the dog is anticipated to reach proestrus.

    d. 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.

    e. Possession. If the dog is a female, have the right to take possession of the dog approximately [_____] to [_____] days prior to whelping and provide care and supervision of the dog until weaning of her puppies is complete.

    f. Visitation Rights. Have the right to (i) visit Guardian's residence at least two times in each calendar year (at times that are mutually agreed upon by Breeder and Guardian), (ii) visit Guardian's residence once each calendar year without prior notice (between the hours of [_____] and [_____]), and (iii) request additional visiting times, which Guardian will agree to so long as Breeder provides advance notice and has a reasonable basis for requesting such additional visits.
    g. Expenses. Be responsible for payment of all veterinary care related to breeding, whelping, and weaning the dog.

4. 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, and semi-annual fecal tests.

        ii. Administer and pay for monthly flea, tick, and heartworm medications as approved, and only as approved and required by Breeder. Guardian must provide Breeder with dates of preventative treatments when the dog is returned to Breeder prior to whelping.

        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. If the dog is a female, Guardian will take her to the Designated Veterinarian at the first sign of proestrus for a Brucellosis (blood) test each time the dog comes into heat and will be responsible for all related expenses.

        v. Only use the services of the Designated Veterinarian, unless otherwise approved by Breeder or an emergency requires Guardian to use the services of another veterinarian. Guardian must designate Breeder as the dog's legal owner in all records with the Designated Veterinarian (or other veterinarian) and ensure Breeder has complete access to all of the dog's medical information;

        vi. If the dog is a female, 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 _____ 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 expenses for the dog and will only use a boarding facility that is previously approved by Breeder.

    e. Residence. At all times maintain a primary residence at which the dog will be kept that is within _____ minutes/ hours by car from Breeder's primary residence (set forth below) if the dog is a female and (ii) within _____ minutes/hours by car from Breeder's primary residence if the dog is male.

    f. Grooming. Provide grooming and basic coat care for the dog at least every _____ to _____ weeks by a licensed groomer or if approved by Breeder, Guardian may provide directly appropriate grooming so long as a healthy coat is maintained.

g. Insurance. Guardian will maintain accident/illness insurance coverage for the dog while in Guardian's care unless waived by Breeder in writing.

5. Ongoing Communications. Both parties agree to promptly notify the other of any change of address, email, or phone number.

6. Removal of Dog. If Guardian violates any of the terms of this Agreement, Breeder may remove the dog from Guardian's possession and this Agreement will immediately terminate.

7. Death of Dog in Guardian's Possession. Guardian will, upon the natural or accidental 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 necropsy the dog and provide the resulting report to 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. If the death of the dog was due to Guardian's negligence, Guardian will pay Breeder a sum of $_____ in cash within thirty (30) days of the dog's death. Negligence, as used herein, includes, but is not limited to, the following:

    a. Failure to contain or supervise the dog in a responsible manner;

    b. Leaving the dog unattended in a vehicle if the outdoor temperature is over 65° Fahrenheit;

    c. Theft of the dog due to a lack of supervision;

    d. Leaving the dog in the sole care of a person under the age of ____ years; and

    e. Allowing the dog to become excessively overweight.

8. 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.

9. Transfer of Ownership - Proven Breeder or Proven Sire. When Breeder, in its sole and absolute discretion, 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.

    a. If the dog is a female, Breeder is entitled to a total of _____ litters prior to the dog reaching _____ years of age (with each litter to consist of at least _____ live puppies). If the total yield of puppies is less than _____ live puppies, Breeder will be entitled, at Breeder's option, to exceed _____ litters.

    b. If the dog is a male, Guardian agrees the dog may be used for breeding until the age of _____ years.

    c. Breeder may, at Breeder's sole option, spay or neuter the dog prior to transferring ownership to Guardian, and the costs related to such spaying or neutering shall be paid by Guardian. Breeder may instead require that Guardian spay or neuter the dog within _____ of transferring ownership of the dog. If Breeder so elects, Guardian agrees to spay or neuter the dog within the specified time frame and bear all associated costs.

10. Transfer of Ownership - Potential Breeder or Potential Sire. If, within _____ years of the date of this Agreement, Breeder determines, in Breeder's sole discretion, that 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 $_____ which the parties agree is the fair market value for the dog. This right to purchase is, however, conditioned upon the Guardian paying all costs to spay or neuter the dog prior to purchase.

11. Violations Payment to Breeder. In addition to any other remedies that may be available to Breeder in an action in equity and/or at law, Guardian will be subject to, and hereby agrees to pay, as a penalty, the sum of $_____ (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 and wantonly with reckless disregard for the dog's welfare that results in injury to the dog that prevents the dog from breeding or results in the dog's death;

    c. Guardian absconds with the dog or ceases communication with Breeder; or

    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).

12. Indemnity; Attorney's 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.

13. 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.

14. 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.

15. 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 of this Agreement nor damages sustained by Breeder as a result thereof.

16. 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 _____ without regard to the conflicts of laws provisions thereof.

17. 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: | DATE: | GUARDIAN: | DATE: |
|---|---|---|---|
| _____ | _____ | _____ | _____ |
| Name: _____ | | Name: _____ | |
| Address: _____ | | Address: _____ | |
| _____ | | _____ | |
| Email: _____ | | Email: _____ | |
| Phone: _____ | | Phone: _____ | |