

# GOLDENDOODLE ACRES GUARDIAN AGREEMENT

1. SUBJECTIVE AGREEMENT. The dog subject to this Agreement is a Female Goldendoodle (hereinafter called the dog) sired by Schommer's \_\_\_\_\_ out of Schommer's \_\_\_\_\_. The dog's color is Apricot. The dog's date of birth is \_\_\_\_\_. Microchip or other identifying #:

(Initial here) -----

2. OWNERSHIP. Ownership and all right title in interest to the dog shall remain with Breeder until such time as Breeder shall transfer ownership of the dog to Guardian. Likewise, any puppies born to a female dog shall be the sole and separate property of Breeder and Guardian shall have no ownership interest of possession rights to any such puppies. Semen from a male dog shall also be the sole and separate property of Breeder and Guardian shall have no ownership interest of possession rights to any use of semen.

(Initial here) -----

3. POSSESSION. Upon the 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.

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4. BREEDER'S OBLIGATIONS. During the time that the dog remains in the possession of Guardian, and during the term of this Agreement, Breeder shall:

- a. Provide Guardian with instructions concerning dietary guidelines for the dog, and instructions regarding preventative health care for dog;
- b. Designate the name of the veterinarian selected by Owner and approved by Breeder to provide veterinary care to the dog

- c. Provide information to Guardian to allow Guardian to recognize when a female dog reaches proestrus (in season);
- d. Provide the approximate dates when a female dog will reach proestrus;
- e. When time for breeding or collecting semen, take possession of the dog from Guardian until the process is completed at which time the dog will be returned to the possession of Guardian;
  - a. Take possession of a female dog from Guardian approximately 2-3 days prior to whelping (delivery) date and provide care and supervision of the female dog until completion of weaning from the puppies born to the female dog;
  - b. Visit the residence of Guardian at least two (2) times in each calendar year at pre-arranged times, if breeder deems necessary. One unannounced visit may occur in each year. (Initial here) -----

5. GUARDIAN'S OBLIGATIONS. During the time the dog remains in the possession of Guardian and during the term of this Agreement, Guardian shall:

- a. Safely confine the dog by using a traditional fence and restraining the dog by using a leash whenever outside of the Guardian's home or yard, especially during proestrus and estrus
- b. Provide adequate exercise for the dog on a daily basis;
- c. Provide basic obedience training for dog;
- d. Follow Breeder's dietary guidelines and pay all costs and expenses associated with feeding the dog. **Guardian must consult with Breeder before any change in diet or supplement be implemented; Breeder must approve any dietary changes.**
- d. Pay for veterinary appointments for well visits that include: annual inoculations, rabies vaccine, and quarterly fecal test. Administer and pay for monthly flea, tick and

heartworm medications only as approved by Breeder. All medications should be stopped during proestrus, estrus and pregnancy. Guardian must immediately provide Breeder the dates of treatments for Breeders own records;

- e. Consult with Breeder at the first sign of illness or at time of injury and pay for any veterinary visits due to illness or injury while in guardian's care;
- f. Use only the services of the veterinarian selected or approved by Breeder unless an emergency situation dictates otherwise;
- g. Deliver and pickup of the dog to and from Breeder upon Breeder's request for vet appts, breeding and/or whelping purposes; dogs must be delivered and picked up within 1 hr timeframe of breeder's request.**
- h. Notify Breeder of scheduled vacations or other absences from the area that may coincide with breeding times;
- i. Schedule and pay for boarding expenses that may be necessary if while guardian is out of town only at boarding facility approved by Breeder;
- m. Maintain a principal place of residence within an agreed upon distance of Winnebago County, WI and provide Breeder with Guardian's address, telephone number and email address;
- n. Provide grooming and care basic care for the dog at least every 8-10 weeks by a professional groomer.
- o. Guardian will provide insurance for the dog while in his/her care. Guardian will maintain pet insurance on the dog for the duration of this agreement with a \$500 or less deductible.

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6. REMOVAL OF DOG. Breeder may remove the dog from the possession of Guardian for non-compliance of terms of this agreement, at which time this Agreement shall terminate.

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7. DEATH OF DOG – GUARDIAN’S POSSESSION. Except as hereinafter provided, should the dog die from natural, accidental or other causes while in the possession of Guardian, this Agreement shall terminate upon the happening of such occurrence and neither party shall have any further obligation to the other party.

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8. DEATH OF DOG – BREEDER’S POSSESSION. Should the dog die from natural, accidental or other causes while in possession of Breeder, this Agreement shall terminate upon the happening of such occurrence and neither party shall have any further obligation to the other party; provided, however, that should a female dog die during whelping (delivery), this Agreement shall terminate upon the happening of such occurrence and neither party shall have any further obligation to the other party;

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9. TRANSFER OF OWNERSHIP – PROVEN BREEDER OR PROVEN SIRE. When Breeder, in the sole and absolute discretion of Breeder, determines that the dog, either a proven breeder or proven sire, shall no longer be used for breeding purposes, Breeder shall transfer ownership of the dog to Guardian at no cost or expense to Guardian. Breeder may, at Breeder’s sole option, spay or neuter the dog prior to transferring ownership to Guardian. Should Breeder decide to spay or neuter the dog prior to transferring ownership to Guardian, the cost of having the dog spayed or neutered shall be paid by Guardian. Guardian agrees to have dog spayed or neutered within 3 weeks of Guardian’s decision to have her/him spayed/neutered at guardian’s expense.

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10. TRANSFER OF OWNERSHIP – POTENTIAL BREEDER OR POTENTIAL SIRE. If, within two years of the date of this Agreement, Breeder determines that the dog, either a potential

breeder or potential sire, is unable to be utilized for breeding purposes, Breeder shall transfer ownership of the dog to Guardian. Breeder's obligation to transfer ownership to Guardian pursuant to this paragraph shall be conditioned upon Guardian paying all costs and expenses to have the dog neutered or spayed and upon Guardian paying Breeder the amount of \$1400 which sum represents 1/2 the fair market value of the dog. \$400 has already been paid when Guardian takes possession of the dog as a 7week old pup and the balance will be \$1000. (Initial here) -----

11. PAYMENT TO BREEDER. Prior to transfer of ownership from Breeder to Guardian and upon the occurrence of any of the following events, Guardian agrees to pay to Breeder the sum of \$1400 Dollars which sum represents the fair market value of the dog if the dog has not whelped/sired any puppies for the breeder. \$400 has already been paid. Balance would be \$1000.

- a. Guardian shall pay t\$30,000 to Breeder if Guardian, independently and without the expressed written consent of Breeder, has the dog spayed or neutered, or is discovered to have allowed male dog to be bred without Breeder's consent.
- b. Guardian shall pay \$30,000 to Breeder if Guardian intentionally causes injury to the dog that prevents the dog from breeding or intentionally causes the death of the dog.
- c. Guardian shall pay \$30,000 to Breeder if Guardian absconds with the dog, fails to advise Breeder of any change in Guardian's address, or ceases communication with

Breeder

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**BREEDER:**

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

**GUARDIAN:**

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