

FOOTHILL AUSSIES

Guardian Home Contract

This Guardianship Agreement, hereafter referred to as "Agreement", is between _____ hereafter referred to as "Guardian(s)", and Valerie Ayers; Foothill Aussies, hereafter referred to as "Breeder".

Agreement Participants.

This Agreement pertains to a _____ (description of dog), AKC No. #_____, born on _____, hereafter referred to as "Dog" and is entered into on _____. It is between the Guardian(s) and the Breeder, hereafter referred to as the "Parties".

Guardian Home Program. Breeder has developed a Guardian Home Program, which allows the Breeder to provide the Dog to be fostered by Guardian(s) who in turn provide the Dog a loving, forever home, while also supporting the Breeder's program. As such, the Parties agree to the following terms:

- 1) **Ownership.** Ownership shall remain with the Breeder as long as:
 - a) **Female:** Dog is able to bear puppies, which is normally 4 litters, but no more than 6 litters, or such time as the Breeder, by WRITTEN notice, transfers ownership of the dog to the Guardian(s).
 - b) **Male:** Up to six years on rights to breed, including any use of the semen; Or such time that the Breeder, by WRITTEN notice, transfers ownership of the Dog to the Guardian(s).
- 2) **Breeder Obligations**
 - a) **Breeder Instructions.** Breeder will provide instructions to the Guardian(s) regarding nutrition, training and veterinary care for the Dog including, but not limited to:
 - o dietary guidelines
 - o grooming
 - o worming
 - o vaccinationThe Dog is expected to be treated and cared for by Guardian(s) as a family pet and be raised within the Guardian(s) lifestyle and goals under these instructional guidelines.
 - b) **Breeder Visits.** Breeder can visit the Guardian home a minimum of 2 times per year at pre-arranged times. One unannounced Breeder visit may occur each year.
 - c) **Veterinarian Selection.** Breeder ultimately has the legal right to approve Guardian(s) choice of the Dog's veterinarian, but Guardian(s) are encouraged to find a veterinarian that meets their needs.

d) Breeding Related Expenses. Breeder shall pay for all breeding-related veterinary expenses (e.g., hip x-rays, eye exams, etc.). Breeder may take the Dog to a veterinarian for breeding-related testing or treatment and will return the Dog to Guardian(s) when testing or treatment is complete, in accordance with guidance from the veterinarian, as applicable.

e) Breeding Requests

- i) Breeder will request services of the Dog with a minimum of 3 days' notice, maximum of 2 weeks' notice, and will take possession of the Dog for 1 week in order to complete the breeding process. Failure to meet these obligations can result in termination of this Agreement, resulting in the return of the Dog to the Breeder.
- ii) Breeder will request the possession of the FEMALE Dog 1 week prior to due date and will keep the FEMALE Dog until her puppies are fully weaned from her, not to exceed 6 weeks.

f) Breeding Payment.

- i) **Female:** Breeder will pay Guardian(s) _____ if Dog produces if 3 or more pups survive to 8 weeks.
- ii) **Male:** Breeder will pay Guardian(s) \$ _____ (US Dollars) for each puppy he sires and survives to 8 weeks.

3) Guardian(s) Obligations. Guardian(s) hereby acknowledge and agree as follows (Guardian(s) please initial each item below):

_____ If the Breeder is providing the Dog to the Guardian(s), Guardian(s) shall pay Breeder \$ _____ (US Dollars) for the Dog before taking initial possession of the Dog.

_____ Guardian(s) agree to bring the Dog to meet with the Breeder at least once every quarter so the Dog remains familiar with the Breeder to facilitate the breeding process and to allow the Breeder to monitor the overall health and wellness of the Dog.

_____ Guardian(s) must provide and pay for the following veterinarian care, as needed:

- (1) regular vaccinations including rabies vaccine
- (2) Administer monthly flea, tick and heartworm medications only as approved by Breeder.
- (3) Guardian(s) must also immediately provide Breeder the dates of treatments & any vet care documentation for Breeder's own records.

_____ Guardian(s) may not allow any elective veterinary procedures to be performed on the Dog without the written consent of the Breeder.

_____ Guardian(s) must properly maintain, contain, train and care for the Dog using methods approved by the Breeder, but Guardian(s)' needs will always be considered high priority.

_____ Guardian(s) must follow Breeder's nutritional guidelines, exercise the Dog appropriately, pay for non-breeding veterinarian, grooming, care and food-related expenses.

_____ Guardian(s) must surrender the Dog to the Breeder whenever requested and on occasions such as, but not limited to, breeding and veterinary visits. Specifically, Guardian(s) hereby acknowledge and agree as follows:

_____ For each breeding process, Breeder will notify Guardian(s) 3 days to 2 weeks prior to the breeding process and Guardian(s) must deliver the Dog to the Breeder for a minimum of 1 week for each breeding process.

_____ Guardian(s) will have access to live video feeds while the Dog is at the Breeder's facility and may arrange visit(s) with the Dog with the Breeder, subject to the Breeder's availability and approval.

_____ For FEMALE Dogs only, for each litter, Guardian(s) will deliver the Dog to the Breeder 1 week prior to the Dog's due date, and the Dog will remain with the Breeder until her puppies are fully weaned, not to exceed 6 weeks.

_____ Guardian(s) must inform Breeder of vacations and planned absences. Any persons caring for the Dog in Guardian(s)' absence must be approved by the Breeder in advance.

_____ Guardian(s) agrees to cooperate in arranging transport of the dog to assigned location upon Breeder's request for testing and breeding visits. Alternative arrangements may be made at Breeder's discretion and should be agreed upon by both parties.

_____ Guardian(s) may not use or allow the use of the Dog for breeding purposes except as those arranged for by the Breeder. Such action will result in the immediate termination of this Agreement and Guardian(s) must permanently surrender the Dog to the Breeder.

_____ Guardian(s) must ensure that all persons residing with the Guardian(s) and the Dog understand and abide by the terms of this Agreement. Failure to meet any of these obligations can result in the Dog being removed from the Guardian(s) home and termination of this Agreement. In this event, no refund would be issued. NO EXCEPTIONS.

_____ IF, prior to transfer of ownership from Breeder to Guardian(s), any of the following occurrences happen, the Guardian(s) agree to pay the Breeder the sum of \$3,000.00 (US Dollars):

- (1) Guardian(s), independently and without the expressed written consent of Breeder, has the Dog spayed or neutered.
- (2) Guardian(s) intentionally causes injury to the Dog that prevents the Dog from breeding or intentionally or out of negligence causes death of the Dog.

(3) Guardian(s) absconds with the Dog, transfers possession of the Dog to anyone other than Breeder, fails to advise Breeder of any change in Guardian(s)' address, or ceases communication with Breeder.

4) Illness, Injury or Death of the Dog while in Guardian's care:

- a) The Guardian(s) must seek prompt and appropriate veterinary care in the event of injury or illness of the Dog. If choices need to be made regarding type of treatment, these choices must be presented to, and made by, the Breeder unless emergency treatment is required.
- b) If the Dog dies due to Guardian's negligence, the Guardian(s) shall pay the Breeder \$4,000.00 (US Dollars). Negligence is defined as:
 - o Failure to contain or supervise the Dog in a responsible manner.
 - o Leaving the Dog alone in a vehicle if the outdoor temperature is over 65 degrees
 - o Failure to prevent the Dog from having access to toxic materials.
 - o Leaving the Dog in the sole care of a person under the age of 14 years of age for an extended period.
- c) If the Dog dies accidentally due circumstances beyond the control of the Guardian(s), Guardian(s) does not owe any payment to the Breeder and Breeder may replace the Dog.

5) Death of the Dog while in the Breeder's care. If the Dog dies while in the Breeder's care, the Breeder will provide another Dog to the Guardian, subject to same terms of this agreement.

6) Transfer of ownership of a proven breeding dog. Upon completion of the breeding process (see Section 1 of this Agreement for details), or sooner if Breeder deems acceptable, the Dog will be neutered/spayed at the Breeder's expense and Legal ownership of the Dog will be transferred from the Breeder to the Guardian(s) at that time through written notice from the Breeder to the Guardian(s).

7) Return of the Dog. Guardian(s) may return the Dog to the Breeder at any time, for any reason, and this Agreement will be terminated.

THIS CONTRACT IS MADE AND SIGNED BY BOTH PARTIES TO ENSURE THE WELL-BEING AND PROTECTION OF THIS DOG. THIS CONTRACT CONSTITUTES THE FULL AGREEMENT BETWEEN PURCHASER AND SELLER. NO OTHER WARRANTY, VERBAL OR WRITTEN, IS IMPLIED. THIS AGREEMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF CALIFORNIA AND ANY LEGAL ACTION MUST BE BROUGHT IN THE COUNTY OF EL DORADO, STATE OF CALIFORNIA. ALL LEGAL FEES AND COSTS ASSOCIATED WITH SAID ACTION WILL BE PAID BY GUARDIAN(S).

READ, UNDERSTOOD AND AGREED TO BETWEEN GUARDIAN & BREEDER/OWNER

GUARDIAN:

BREEDER/OWNER:

DATE: _____

DATE: _____