

FOOTHILL AUSSIES

Guardian Home Contract

This Guardianship Agreement, hereafter referred to as "Agreement", is between:

Guardian(s): _____

hereafter referred to as "Guardian(s)", and **Valerie Ayers; Foothill Aussies**, hereafter referred to as "Breeder".

Guardian Address: _____

City: _____ State: _____ Zip: _____

Agreement Participants

This Agreement pertains to the following dog:

Breed: _____

Sex: _____

Color: _____

Microchip Number: _____

Registration Number: _____

Date of Birth: _____

hereafter referred to as "**Dog.**"

This Agreement 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 until such time as the Breeder, by **WRITTEN notice**, transfers ownership of the Dog to the Guardian(s).

b) Male

Breeding, including any use of semen, or until 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 regarding nutrition, training and veterinary care including but not limited to:

- dietary guidelines
- grooming
- worming
- vaccination

The Dog is expected to be treated and cared for by Guardian(s) as a family pet and raised within the Guardian(s)' lifestyle under these instructional guidelines.

b) Breeder Visits

Breeder may visit the Guardian home a minimum of **2 times per year at pre-arranged times**.

One unannounced visit may occur each year.

c) Veterinarian Selection

Breeder ultimately has the legal right to approve the Guardian(s)' choice of veterinarian. Guardian must list **Valerie Ayers** as an approved person authorized to receive veterinary information regarding the Dog.

d) Breeding Related Expenses

Breeder shall pay for all breeding-related veterinary expenses including:

- hip x-rays
- eye exams
- breeding related testing

Breeder may take the Dog to a veterinarian for breeding-related testing or treatment and will return the Dog when treatment is complete.

e) Breeding Requests

Breeder will request services of the Dog with:

- **minimum 3 days notice**
- **maximum 2 weeks notice**

Breeder may take possession of the Dog for **approximately 1 week** to complete the breeding process.

Failure to meet these obligations can result in termination of this Agreement and return of the Dog to the Breeder.

For **female dogs**, Breeder will request possession **1 week prior to due date** and keep the Dog until puppies are weaned, **not exceeding 6 weeks**.

3. Guardian(s) Obligations

(Guardian(s) please initial each item)

_____ Guardian(s) shall pay Breeder **\$1,000 in payments** for the Dog prior to taking possession.

_____ Guardian(s) agree to meet with the Breeder **at least once every quarter** so the Dog remains familiar with the Breeder and the Breeder can monitor the Dog's health and wellness.

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

1. Regular vaccinations including **rabies vaccine**
2. Monthly **flea, tick, and heartworm prevention** approved by Breeder
3. Provide Breeder copies of **all veterinary records**

_____ Guardian(s) may not allow **any elective veterinary procedures** without written Breeder approval.

_____ Guardian(s) must properly maintain, contain, train, and care for the Dog using Breeder-approved methods.

_____ Guardian(s) must follow Breeder's nutritional guidelines and pay for **food, grooming, routine veterinary care, and non-breeding related expenses**.

Breeding & Possession

_____ Guardian(s) must surrender the Dog to Breeder when requested for breeding or veterinary visits.

_____ For each breeding process, Guardian(s) must deliver the Dog for **a minimum of 1 week**.

_____ Guardian(s) may access **live video feeds** and arrange visits during breeding stays.

_____ For **female dogs**, Guardian(s) must deliver the Dog **1 week prior to due date**, and the Dog will remain with the Breeder until puppies are fully weaned, **not exceeding 6 weeks**.

Vacations & Care

_____ Guardian(s) must notify Breeder of vacations or absences.

All caregivers must be **approved in advance by Breeder**.

Breeder may provide **up to 2 weeks of free boarding annually** if space is available.

Breeding Restrictions

_____ Guardian(s) may **not allow the Dog to breed** except through Breeder.

Violation results in **immediate termination** and permanent surrender of the Dog.

Household Compliance

_____ Guardian(s) must ensure all residents understand and comply with this Agreement.
Failure to comply may result in removal of the Dog **without refund**.

Financial Penalty Clause

If prior to ownership transfer any of the following occur, Guardian(s) agree to pay Breeder **\$4,000**:

1. Dog is spayed/neutered without Breeder consent
2. Intentional injury prevents breeding or causes death
3. Guardian absconds with the Dog, transfers ownership, fails to notify address change, or ceases communication

4. Illness, Injury, or Death While in Guardian Care

Guardian must seek **prompt veterinary care**.

Treatment decisions must be presented to the Breeder unless emergency care is required.

If death occurs due to **Guardian negligence**, Guardian must pay **\$4,000**.

Negligence includes:

- failure to contain the Dog
- leaving the Dog in a car over **65°F**
- exposure to toxic materials
- leaving Dog with a caregiver **under 14**

If death occurs accidentally beyond Guardian control, **no payment is owed**.

5. Death While in Breeder Care

If the Dog dies while in Breeder care, Breeder will provide another Dog under the same agreement.

6. Transfer of Ownership

Upon completion of breeding responsibilities, the Dog will be **spayed/neutered at Breeder expense**, and ownership will be transferred to Guardian(s) via written notice.

7. Return of the Dog

Guardian(s) may return the Dog to Breeder **at any time for any reason**, terminating this Agreement.

Legal Agreement

THIS CONTRACT IS MADE AND SIGNED BY BOTH PARTIES TO ENSURE THE WELL-BEING AND PROTECTION OF THE DOG. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE **STATE OF CALIFORNIA**.

Any legal action must be brought in **EL DORADO COUNTY, CALIFORNIA**. All legal fees and costs will be paid by **Guardian(s)**.

Signatures

Guardian(s):

Signature: _____

Printed Name: _____

Date: _____

Breeder / Owner:

Valerie Ayers – Foothill Aussies

Signature: _____

Printed Name: _____

Date: _____