

Guardian Homes Agreement- Melorich Labradoodles

1. Purpose of Agreement: The purpose of this agreement is to define the terms and conditions of a guardianship agreement between _____, hereafter referred to as "guardians", and Melorich Labradoodles, hereafter referred to as "breeders".

2. Agreement Participants: This agreement pertains to _____, microchip # Avid (_____) born on _____, and is entered into on _____ and referred to as guardian dog. It is between the guardians and the breeder.

3. Definition of terms:

A. Proven breeder: A bitch that has successfully whelped a litter.

B. Well veterinary visits: A veterinary visit, scheduled in advance, the purpose of which is vaccinations or determination of normal growth and health.

C. Sick veterinary visits: A veterinary visit, scheduled for the purpose of investigating or treating an ill or injured dog.

4. The above named dog will continue to be owned by Melorich Labradoodles until the dog has reached the age of 6 years, or until the agreement is terminated by one of the parties in a way defined by this agreement. The dog will live with and be cared for by the guardians in a manner defined by the terms of this agreement during that time.

5. Breeder Obligations:

A. The breeders will provide instruction to the guardians regarding nutrition, training, veterinary care, proestrus care, and care of a pregnant bitch.

B. Breeders will visit the guardian home, with prior notification, as seen fit.

C. Breeder will approve the choice of veterinarian and pay for **well-**veterinarian visits. Guardian will pay for sick visits unrelated to pregnancy.

D. Guardians will meet at Animal Clinic of Northview for donor insemination of guardian dog, or collection of sperm if applicable, or breeding if applicable, following instructions of Melorich Labradoodles, unless other arrangements are agreed upon by both parties.

E Guardian will arrange for transportation of guardian dog when pregnant to breeder's location 3 to 5 days prior to her due date, and will remain in possession of breeder until puppies are weaned. Cost of transportation will be divided equally between guardians and Melorich Labradoodles.

F. Breeder will pay guardians of females \$200 per litter on live births of 3 or more pups

G. Guardian agrees to cooperate in arranging transport of bitch or stud to assigned location of breeding upon breeder's request.

Failure to meet these obligations can result in the guardians terminating the guardianship agreement, resulting in the return of the dog to the breeders.

6. Guardian Obligations:

- A. The guardian is responsible for properly maintaining, containing, training and caring for the guardian dog using methods approved by the breeders.**
- B. Guardians must follow breeder's nutritional guidelines, exercise guardian dog appropriately, pay for care and food-related expenses, and pay for sick visits to the veterinarian.**
- C. Guardians must surrender guardian dog to the breeders whenever requested and on occasions such as, but not limited to, breeding, delivery of puppies and veterinary visits.**
- D. Guardians must inform breeders of vacations and planned absences, and any persons caring for the guardian dog in the guardian's absence must be approved by the breeders in advance.**
- E. Guardians may not choose or allow any elective veterinary procedures to be performed on guardian dog without the written consent of the breeders.**
- F. Guardians may not use or allow the use of the Libby for breeding purposes except as those arranged for by the breeders.**

Failure to meet any of these obligations can result in guardian dog being removed from the guardian home and termination of the guardianship agreement. The guardians shall also pay the breeders damages of \$5000

7. Illness, Injury or Death of the dog while in the guardians care:

- A. The guardians are 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 these choices must be presented to and made by the breeders unless emergency treatment is required.**
- C. If the dog dies due to negligence on the part of the guardians the guardians owe the breeders \$10000. Negligence is defined as:**

- I. Leaving guardian dog alone in a vehicle if the outdoor temperature is over 65 degrees
 - II. Failure to prevent guardian dog from having access to toxic materials.
 - III. Failure to provide safe means of containment while guardian dog is in a moving vehicle (use of a crate or canine safety belt is required).
 - IV. Leaving guardian dog in the sole care of a person under the age of 14 years.
- D. If guardian dog dies accidentally due to circumstances beyond the control of the guardians the guardians do not owe any payment to the breeders.

8. Death of the Dog while in the breeders care:

If guardian dog dies during whelping the breeders will provide, free of charge, a replacement puppy to the guardians and the guardianship relationship is terminated.

9. Transfer of ownership of a proven breeder or proven sire:

At the age of 6 years, or at an earlier age if determined by breeders that conditions warrant it, guardian dog will be desexed at the breeder's expense. Legal ownership of guardian dog will be transferred from the breeders to the guardians at this time.

Transfer of ownership of a potential sire or breeder:

- A. If it is determined by the breeders that it is in the best interests of the breeders or guardian dog, a potential breeder can be desexed, early and at the breeders expense. The guardians will have the option of purchasing guardian dog for \$500. If this option is chosen, legal guardianship of guardian dog will transfer to the guardians.
- B. If the Guardians choose not to purchase guardian dog, breeders will take possession of said dog and the guardian relationship will be terminated.

10. Return of the dog:

The guardians may return guardian dog to the breeders at any time and for any reason and the guardianship agreement will be terminated. Pages 1 and 2 of this agreement have been initialed and signatures below represent agreement to the terms expressed within

Richard Martel

Breeder for Melorich

_____ Guardian

_____ Date

_____ Date