



Guardian Home Agreement

This agreement (“**Agreement**”), dated as of ____/____/____ (the “**Effective Date**”), is between _____ (“**Breeder**”), and _____ (“**Guardian**”). The subject of this Agreement is the guardianship of the below-described dog (“**dog**”).

- **REGISTERED NAME:** _____
- **MICROCHIP #:** _____
- **SEX:** _____
- **DATE OF BIRTH:** _____

The Breeder and Guardian agree as follows:

1. **Ownership.** Absolute Ownership Until Retirement. Guardian explicitly understands and agrees that the dog is, and shall remain, the sole and exclusive property of the Breeder. The dog belongs entirely to the breeder until the dog has completely finished her breeding career, has been officially retired from the breeding program, and ownership is formally transferred in writing by the breeder. 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. Initials ____
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. Initials ____
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. Veterinarian. With input from Guardian, designate the veterinarian who will provide veterinary care for the dog and, solely for the purpose of facilitating such care, add Guardian’s name as Guardian Co-owner on the veterinarian records.
 - c. Female Dog. provide (i) information to Guardian relating to her proestrus (heat cycle) so that Guardian can uphold its obligation to recognize when the dog reaches proestrus (heat cycle) and immediately notify Breeder and (ii) approximate dates when the dog is anticipated to reach proestrus.
 - d. Breeding. When it is time for breeding, 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. Have the right to take possession of the dog approximately **7 days** prior to whelping and provide care and supervision of the dog until weaning of her puppies is complete **8 weeks**.

- f. Visitation Rights. Have the right to (i) visit Guardian's residence at least one time in each calendar year (at times that are mutually agreed upon by Breeder and Guardian),
- g. Expenses. Be responsible for payment of all veterinary care related to breeding, whelping, and weaning the dog.
- h. Bonus. Breeder agrees to pay the Guardian a bonus of \$1,000.00 after each litter goes home. However, this bonus is strictly contingent upon a successful litter consisting of two (2) or more live puppies. If a litter yields fewer than two (2) live puppies, no bonus shall be paid for that specific litter.

Initials _____

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 (heat cycles), (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. (iv)
- 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.
 - v. Breeding vs. Non-Breeding Medical Care: Breeder is responsible for payment of veterinary care directly related to breeding, whelping, and weaning. Guardian is responsible for all routine, preventative, and non-breeding medical expenses. Any medical issues, illnesses, or injuries unrelated to breeding are the sole financial responsibility of the Guardian, just as they would be for a standard family pet.
 - vi. Mandatory Notification: Guardian must promptly notify Breeder at the first sign of any illness, injury, or medical issue with the dog, regardless of how minor.
 - vii. Emergency Medical Decision-Making: In the event of a life-threatening medical emergency where the dog requires immediate veterinary care and the Breeder is unreachable, the Guardian is authorized to make immediate medical decisions to stabilize the dog up to a financial limit of \$1,000.00. Guardian must continue to make every effort to contact the Breeder, as Breeder retains final authority on all major medical decisions.
 - viii. Basic Care: 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.
 - ix.
- d. Vacation/Absences. Notify Breeder at least **30 days** in advance of any scheduled vacations or other absences from the Guardian's primary residence. 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. Guardian can also board their dog with the breeder without any fees. If breeder is available.

- e. Residence. At all times maintain a primary residence at which the dog will be kept that is (i) within 1 hour by car from Breeder's primary residence.
- f. Grooming. Provide grooming and basic coat care for the dog at least every 1-3 months by a licensed groomer or if approved by Breeder, Guardian may provide directly appropriate grooming so long as a healthy coat is maintained. Guardian can groom at home but if the breeder asks for professional grooming the guardian will comply.
- g. Pet insurance. Guardian is strictly required to maintain a comprehensive pet health insurance policy for the dog at all times during the duration of this Agreement. Guardian is responsible for paying all costs, premiums, and deductibles associated with this insurance policy.

Initials ___ ___

1. **Vacation, Absences, and Boarding Approval.** Guardian must notify Breeder at least 30 days in advance of any scheduled vacations or absences. Guardian must contact the Breeder first to check for boarding availability with the Breeder, which will be provided at no fee if the Breeder is available. If the Breeder is unavailable to board the dog, Guardian may use a licensed and insured commercial boarding facility pre-approved by the Breeder.
2. **Distance Limit & Relocation.** Guardian must maintain a primary residence within 1 hour by car from Breeder's primary residence. If the Guardian plans to move or relocate, Guardian must notify the Breeder immediately. The parties will discuss the distance of the new residence. The Breeder retains sole and absolute discretion to determine if the new location is too far to practically maintain the breeding program. If the Breeder decides the distance is too far, the Breeder will take full possession of the dog, and this Agreement will terminate.
3. **Ongoing Communications.** Both parties agree to promptly notify the other of any change of address, email or phone number. Initials ___ ___
4. **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. Initials ___ ___
5. **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 \$8000.00 (value of breeding dog) 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. Allowing the dog to become excessively overweight or underweight.

Initials ___ ___

6. 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. Initials ___ ___

7. 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. Breeder is entitled to a total of 4 litters prior to the dog reaching 5 years of age (with each litter to consist of at least 2 live puppies). If the total yield of puppies is less than 2 live puppies, Breeder will be entitled, at Breeder's option, to one more litter.
- b. 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 Breeder. Breeder may instead require that Guardian spay or neuter the dog within 30 days of transferring ownership of the dog. If Breeder so elects, Guardian agrees to spay or neuter the dog within the specified time frame breeder will pay spaying vet expenses. Initials _____

8. Transfer of Ownership - Potential Breeder. If, within 2 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 \$0.00. The dog will be spayed at the breeder's expense. Initials _____

9. 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 \$10,000 (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).

Initials _____

10. Specific Re-homing & Right of Return Restrictions. Under no circumstances may the Guardian re-home, resell, surrender to a shelter, or transfer possession/ownership of the dog to any third party, including family members or friends. If the Guardian can no longer care for the dog or keep the dog in their home for any reason, the dog must immediately come back to the Breeder. Failure to return the dog directly to the Breeder constitutes a material violation of this contract and will subject the Guardian to the Penalty Amount outlined in Section 11.

11. Indemnity; Attorneys 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. Initials _____

12. 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. Initials _____

13. 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.] Initials _____

14. 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.

Initials ____

15. 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 **Washington** without regard to the conflicts of laws provisions thereof. Initials ____

16. 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. Initials ____

IN WITNESS WHEREOF, Breeder and Guardian have executed this Agreement effective as of the Effective Date.

Guardian;

Signature _____

First and last name _____

Address _____

Breeder:

Signature _____

First and Last Name _____

Address _____

