

Guardian Home Contract

Here at High Desert Family Doodles, we believe that dogs were meant to live in a pack that supports and cares for them. So we also believe that the best place for a dog is in a home with a loving family. Healthy and secure puppies come from healthy and secure parents, and a guardian program is a way for each of our future dams and sires to get all the love and care that they can take!

By joining our Guardian Program, you desire to and act as a Guardian for a dam or sire dog that may be a potential breeder or proven breeder, subject to the terms of this Agreement.

The following contract will expound and clarify the details of the Guardian Home program, including the requirements of the guardian during the timeline of this agreement, along with the pathway to transferring ownership of the Dog.

To the Guardian family:

The Dog is "pick of the litter" with an estimated value of \$8000. Your cost is \$0. High Desert Family Doodles Inc. will pay all vet costs for reproductive veterinarian visits and health testing associated with the breeding of the Dog. Please be sure to notify them when the dog has an appointment so they can prepare to pay. HDG will also pay for routine veterinary expenses:

In order to be considered for the Guardian-Home Program, we require that you:

- Live within Oregon
- Have a secure, fenced yard
- Homeownership is preferred
- Feed the Dog proper, approved nutrition (females are fed the HDFD "Doodle diet" to keep consistency in and out of Bryner household; addendum provided with food details)
- Coordinate transportation of the Dog with High Desert Family Doodles Inc

throughout the year for aspects of the breeding program, such as testing, breeding, whelping, etc.

- Keep the Dog groomed (regularly brushed, free of mats, 'clean look')
- Allow for High Desert Family Doodles Inc. to visit several times annually in order for the Dog to be comfortable with the High Desert Family Doodles Inc. -Properly train and socialize the Dog (<u>The Canine Good Citizen standards</u> are a good benchmark goal)

Ownership

Ownership and all rights, title and interest in the Dog shall remain with Owner (High Desert Family Doodles Inc.). If the Dog is a female, any puppies born to the Dog shall be the sole property of the Owner (High Desert Family Doodles Inc.) and the Guardian Family shall have no ownership interest of possession rights to any such puppy or the breeding adult while breeding. If the Dog is a male, all semen shall be sole property of Owner (High Desert Family Doodles Inc.) and the Guardian Family shall have no ownership interest of possession rights to any use of semen. The Dog shall be used as a breeding adult exclusively by High Desert Family Doodles Inc. and under no circumstances shall be bred to anyone other than as directed by High Desert Family Doodles Inc. After the Dog ceases to be a breeder, Owner shall, by written evidence of transfer, assign and transfer ownership of the Dog to the Guardian Family after the Dog has been spayed or neutered.

Possession

General:

Upon the execution of this agreement, the owner (High Desert Family Doodles Inc.) shall transfer possession of the dog to the Guardian Family. The Guardian family shall retain possession of the dog during this Agreement, subject to its obligations to return possession of the dog for breeding purposes, and shall provide physical care to and supervision of the dog subject to the terms and conditions of this agreement.

Owner's Possession for Breeding:

-Female: Owner requires access to female breeding dog for reasons including, but not limited to:

- Veterinary appointments (to monitor pregnancy Possibly two
 (2) visits.
 - Breeding 7-10 days total. (Total of 3 to 6 litters)
 - Whelping Five (5) days prior to due date and up until the puppies are weaned at approximately 6-8 weeks of age.

-Male: For each breeding event owner requires access to a male breeding dog 3-4 separate occasions. *Occasionally a fourth breeding is necessary.*

The Guardian Family shall not transfer possession of the dog to any person without the prior written consent of owner.

Owner's Obligations:

During this agreement, Owner shall: Provide the Guardian Family with instructions concerning:

- Nutritional and Dietary guidelines
- -Preventative health care
- -Reproductive cycle of a female dog
- -Training
- -Grooming
- -If a female, take possession of the Dog from the Guardian Family for purposes of whelping and care of puppies (approximately 7-8 weeks).
- High Desert Family Doodles Inc. may visit the residence of the Guardian Family at least once per calendar year to discuss with the Guardian Family any issues concerning the care and supervision of the dog.
 - -Cover the cost of routine veterinary care and reproductive expenses.

Guardian Family Obligations:

- Raise the dog as an indoor dog. Never to spend the night outside.
- When left at home safely contain the dog indoors or in a crate.
- Comply with Owner's nutritional and dietary guidelines
- Provide the Dog with regular exercise and socialization.
- Provide the Owner with the name of a veterinarian, which shall be approved by Owner, and inform the veterinarian of Owner's Ownership of the dog to allow Owner to speak to the veterinarian at any time.
- Keep up on recommended yearly shots, (DDHP, Rattle/Lymes, Bordetella; Rabies every 3 yrs, etc).
 - Cover the remaining costs of veterinary care
- regarding injury, infections, or illnesses OR get pet insurance and HDFD will cover all vet costs
 - Provide basic training
 - Keep the dog properly groomed to a standard approved by High Desert Family Doodles Inc.
 - Make certain that the dog is available for breeding purposes.
 - Required Health Testing Visits
 - Up to six breedings a year for six years
- Notify Owner of planned vacations and change of address, phone or email(in case of need for breeding).

Confidentiality of Disputes

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 be interpreted so as to prevent either party from bringing legal action or engaging in confidential mediation as herein provided.

Termination of Agreement:

This Agreement shall terminate upon the occurrence of any of the following at the discretion of the Owner (High Desert Family Doodles Inc.):

- Immediately, upon the transfer of ownership of the Dog to the Guardian Family or purchase of the Dog by the Guardian Family
- Immediately, upon Owner's determination that the Guardian Family is non-compliant with the terms of this Agreement. And such non-compliance poses significant risk to the health, welfare and safety of the Dog, and the breeding program, at which time possession of the dog returns to the Owner (High Desert Family Doodles Inc.).
- With reasonable notice to the Guardian Family, upon Owner's determination that the Guardian Family is non-compliant with the terms of this Agreement and such noncompliance does not pose significant risk to the health, welfare and safety of the Dog and is not cured within a reasonable amount of time.
- Immediately, upon the death of the Dog from natural or accidental causes
- Immediately, upon the Guardian Family's permanent return of the Dog to Owner for any reason. All fees and expenses are non-refundable.

Indemnity:

The Guardian Family agrees to indemnify and hold Owner harmless from and against all claims, liabilities, losses, cost, damages and expenses by reason of any damage property or injury or death to individuals allegedly caused by the Dog while in the possession of the Guardian Family.

Guardian Signature:	
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Date:	

Owner Name:		
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Owner Signature: _	 	