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Cloud Nine Doodles GUARDIANSHIP AGREEMENT for Female Doodle

This Guardianship Agreement is between Mark and Sally Powell, of Cloud Nine Doodles, hereafter referred to as 'the Breeder' and _____ hereafter referred to as 'the Guardian'.

The Dog subject to this Agreement is a Female Doodle named _____ (hereinafter 'The Dog').

The Dog's Color is _____.

The Dog's Date of Birth is _____.

The Dog's Microchip # is: _____.

The Breeder will place the puppy or dog of her choosing, hereafter referred to as 'the Dog', with the Guardian. The Dog is either a Potential Breeder or Proven Breeder for Cloud Nine Doodles. The Guardian will provide a PERMANENT home for the Dog and the Breeder will retain exclusive rights and full ownership of the Dog for their breeding program until fulfillment of this contract (four litters) or until Dog's 6th Birthday.

The Dog's 6th Birthday is _____.

OWNERSHIP of The Dog shall remain with the Breeder until such time as the Breeder shall provide written evidence of transfer of ownership of the Dog to the Guardian. Likewise, any puppies born to the Dog shall be the sole property of the Breeder. The Guardian shall have no ownership interests or possession rights to any such puppies. At the end of the breeding contract, The Breeder, the Dog will be spayed/neutered by the Guardian. At this time the Breeder shall provide written evidence of transfer of ownership of the Dog to the Guardian.

Initials _____

The Breeder is committed to maintaining a high standard and has purchased and bred dogs that have tested clear of genetic problems. However, genetic problems can arise randomly, and some genetic problems cannot be screened for. If such a problem arises in the Dog, the Breeder may choose not to use the Dog in the breeding program and the Dog must be spayed/neutered at the Guardian's expense, at which time the Dog will become the sole property and ownership of the Guardian as a family pet. In these circumstances the Breeder is not responsible for treatments resulting from genetic problems or health issues that arise.

The Breeder guarantees that the Dog is free of disease for a period of one week after the Guardian takes possession and the Guardian agrees to have the Dog vet checked within 48 hours upon receipt of the Dog to validate this guarantee.

BREEDER'S OBLIGATIONS TO THE GUARDIAN & THE DOG:

1. Provide first vaccination and deworming;
2. Provide dog with early socialization in the Breeder's home if bred by the Breeder;
3. Cover all costs related to genetic and health testing, as well as all veterinary and other expenses incurred in relation to breeding and whelping. If the dog has a successful whelping of live, healthy puppies, the breeder will reimburse the guardian \$100 per puppy born live and healthy. This is a thank you for the ongoing care of the dog.
4. Keep the Dog safe and well cared for when in the Breeder's care;
5. Give Guardian at least 24 hour notice prior to picking up dog for breeding purposes or health testing - access to Guardian home required for such purpose. Provide care and supervision of the Dog until the Breeding Process is completed at which time the Dog will be returned to the Guardian. The time frame can be as little as a few hours or up to four days;
6. That if the Dog is injured or requires veterinary treatment while in the Breeder's care, the Breeder will be responsible for all costs incurred;
7. Provide the Guardian assistance and information for the life of the Dog; Keep open communication in a timely manner with the Guardian.
8. Provide the Guardian with instructions concerning nutritional and dietary guidelines for the Dog.
9. Take the Dog back if at any time the Guardian is no longer able to look after the Dog;
10. Provide information to the Guardian on how to recognize when a female dog reaches her heat cycle, Care during the Heat Cycle, and approximate Dates of Heat Cycle. Provide information on care when a female dog is pregnant, including but not limited to medications, exercise, diet, and grooming.
11. Approve the Veterinarian selected by the Guardian to provide veterinary care for The Dog.
12. Take Possession of the Female Dog from the Guardian approx. one week prior to Whelping (delivery) date and provide care and supervision of the Dog until completion of weaning from the puppies born to the female dog;
13. Cover the cost of spay / neuter of the Dog at the end of the contract date. If the dog is not used for breeding, the Guardian Home will be required to purchase the dog for a set amount of \$_____. (1/2 the regular cost of the puppy). This is in addition to the initial cost of \$800. Breeder feels more value will be placed on the puppy if there's some kind of investment on the part of the guardian home.
14. If the Dog dies as a result of whelping the Breeder will provide the Guardian with a replacement puppy under the same terms of this agreement.

GUARDIAN OBLIGATIONS TO CLOUD NINE DOODLES & THE BREEDER:

1. Provide a loving and caring home for the Dog to the best of our ability; Initials _____
2. Provide a fully fenced yard; Initials _____

3. Take the Dog to obedience classes within 12 months of possession; (Kindergarten Socialization as well as Obedience Classes)... or purchase & use Baxter and Bella membership (save 25% with code CLOUDNINE).

Initials _____

4. Provide adequate exercise for the Dog on a Daily Basis.

Initials _____

5. Agree to Crate Train, Leash Train, and Potty Train The Dog as well as Socialize the Dog;

Initials _____

6. Comply with the Breeder's Nutritional and Dietary Guidelines in regards to the Dog Food Brand and Serving Size. Pay all costs and expenses associated with feeding the Dog. Any new foods must be discussed with The Breeder for Approval;

Initials _____

7. Ensure that the Dog is well cared for and not over-exercised while under 12 months of age or allowed to become overweight. Postpone excessive strenuous, repetitive, vigorous exercise in the first 12 months of life (i.e. not to participate as a running partner until after 12 months of age);

Initials _____

8. Provide and Pay all costs and expenses for veterinary care for the Dog in case of injury, illness, obstruction, accident and vaccinations, including deworming every 3 months. Notify breeder of any illness or injury. If requested, provide documentation of treatment to The Breeder. Approve Breeder access to Veterinary Records for The Dog from the Veterinary Clinic.

Initials _____

9. Follow an appropriate vaccination schedule with an approved veterinarian, with the pre-approval of the Breeder; provide an annual health check; consult a vet if the Dog is injured or has any signs of illness;

Initials _____

10. Guardian is to receive approval from Breeder before administering any medications, dewormer, flea treatment, etc, whether prescribed by a Veterinarian or not;

Initials _____

11. Properly keep the Dog groomed in a 'Doodle Cut' at least 4 – 6 times per year. Do not allow the Dog to become overly matted. The Breeder will supply examples of how The Dog should be groomed. Ensure nails are trimmed regularly. Keep ears healthy and clean. Ensure that the teeth and gums are healthy and clean;

Initials _____

12. Acknowledge, Understand, and Agree That the Breeder has full and exclusive breeding rights until the Dog reaches 6 years of age and maximum of 4 live litters produced.

Initials _____

13. Notify the Breeder if Guardian plans to be away or if Guardian plans to travel with the Dog; Allow Breeder to house the Dog if the Dog needs to be bred during this time.

Initials _____

14. Inform the Breeder at the beginning (1st Day) of each heat cycle;

Initials _____

15. Allow the Breeder to house the Dog for breeding and whelping, when required;

Initials _____

16. The Guardian Is NOT permitted to breed the Dog. Only the Breeder is.

Initials _____

17. Allow the Breeder Access to the Dog or assist in transporting (i.e. ½ way) the Dog to the vet for X-rays, progesterone tests, Ultrasound and X-rays for breeding purposes, as well as pregnancy and whelping purposes;

Initials _____

18. Live within reasonable distance of the Breeder. Provide the Breeder with the Guardian's Address, telephone numbers, and email address. Immediately notify the Breeder of any change in address, telephone number or email address. If Guardian moves outside of a reasonable distance of the Breeder (25 miles), the Guardian is responsible for transporting The Dog, at the Guardian's expense, to the Breeder, when requested, and if this is not an option, the Dog must be returned to the Breeder permanently.

Initials _____

19. Guardian is NOT to des-ex the Dog without written permission from The Breeder. Subject to a penalty & damages of up to \$10,000;

Initials _____

20. Contact the Breeder immediately if Guardian can no longer look after the Dog at ANY point during the Dog's life and return the Dog to the Breeder. Guardian may permanently return the Dog to the Breeder for any reason, with neither party having further obligation to the other party.

Initials _____

21. Inform the Breeder if the Dog is killed or injured to the extent that it isn't able to breed. Proof of death or injury will be required.

Initials _____

22. That if the Dog dies due to negligence on the part of Guardian, the Guardian agrees to pay the Breeder a replacement fee of up to \$2,500; Negligence can be defined as:

1. Leaving the dog alone in a vehicle when the outdoor temperature exceeds 70°.
2. Failure to protect dog from ingesting anything toxic (javex, pesticides, etc)
3. Any other cause of death that could have been prevented with reasonable effort on the part of the Guardian; i.e.: having the dog on a leash or in a fenced yard.

Initials _____

23. That if the Dog's death or injury is accidental due to circumstances beyond Guardian's control, the Guardian is not liable to Breeder;

Initials _____

24. Inform the Breeder immediately if the Dog is stolen or gone missing;

1. If the Dog is stolen or gone missing due to negligence on the part of Guardian, the Guardian agrees to pay the Breeder a replacement fee of up to \$2,500;
2. If the Dog is stolen or gone missing due to circumstances beyond Guardian's control, the Guardian is not liable to Breeder;

Initials _____

25. To maintain contact with the Breeder, returning e-mails or phone calls within 24 hours; Initials _____

26. It is highly recommended, but not required that the Guardian purchase a quality animal Health Care plan to help pay for routine or emergency veterinarian costs. All Guardians are responsible for everyday care including illness, obstruction, accident or injury that is not breeding related;

Initials _____

27. The Guardian agrees to indemnify and hold harmless the Breeder from and against all claims, liabilities, losses, costs, damages and expenses by reason of any damage to property or injury or death to individuals allegedly caused by the dog while in the possession of the Guardian;

Initials _____

28. Allow access at any time to the Guardian Home to check on the care and well-being of The Dog.

Initials _____

Neither the Guardian nor the Breeder has the right to sell the Dog to another party nor may the Breeder demand the Dog back from the Guardian so long as the Guardian is taking good care of the Dog and is meeting all the requirements of this contract. The Breeder agrees to consult with the Guardian any concerns in order to protect the health, welfare and safety of the Dog. The Breeder shall give the Guardian a reasonable amount of time to comply with maintaining of the Dog's health, welfare and safety.

Initials _____

Should the Guardian break any of the above agreements, or advises the Breeder that they will not comply, the Breeder has the right to remove the Dog from the Guardian's possession immediately. If the Guardian will not comply and it becomes necessary to remove the dog from the Guardian's home, and the matter must be settled in a court of law, the Guardian agrees to pay all court-related fees, including those incurred by the Breeder.

Initials _____

28. The Guardian agrees to pay an initial fee of \$800 for the puppy. This provides personal investment in the puppy and ensures the guardian will care for their puppy in the best manner possible. After each litter is birthed, the breeder agrees to kick back \$300 per litter of three or more live puppies. This will help with the cost of feeding, and will ensure that after the fourth litter is born, the initial investment in the puppy is repaid.

Initials _____

Cloud Nine Doodles

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SIGNATURES OF AGREEMENT For GUARDIANSHIP AGREEMENT

The undersigned agree to all covenants of this contract as of this _____ day of _____, 20._____

In the City of _____ State of _____

Signature of Breeder: _____

Printed Name of Breeder: _____

Signatures of Guardian Home: _____

Printed Names of Guardian Home: _____

Printed Names of Guardian Home: _____

Signatures of Guardian Home: _____

Witness Signature: _____

Witness Printed Name: _____

Address of Guardian Home: _____

Home Phone Number of Guardian Home: _____

Cell Number of Guardian Home: _____

Email Address of Guardian Home: _____