

Guardian Home Agreement

This agreement intends to provide Guardian with Standard Poodle (Dog) at deposit price for Selah Standards ("Breeder") to use such Dog in its breeding program. If the Dog is a female, any puppies born to the female shall be the sole property of the Breeder, except for a percentage of the litter earnings to go back to the Guardian Owner. If the Dog is a male, all semen shall be the sole property of Breeder, and the Guardian family shall have no ownership interest of possession rights to any use of semen.

Ownership of this Dog, _____, remains the property of the Breeder for a period stated below:

Female: The completion of up to three litters ("Term"). After the Term, ownership will transfer to Guardian.

Male: Six years, this can be extended by mutual agreement of Breeder and Guardian ("Term").

Guardian has the responsibility to:

1. Safely confine Dog by use of physical fence or leash.
2. Raise the Dog as an indoor dog. When left at home safely, contain the Dog indoors.
3. Feed Good quality Puppy Large Breed food up to age one year and Good Quality Large Breed after one year.
 - a. During pregnancy, females need additional nutrients and shall be fed a good quality puppy food from 3 weeks until the end of pregnancy. The amount of food will need to be increased as well, and Breeder will coordinate with the owner on the amount.
4. Provide veterinary care, including but not limited to vaccinations, flea and worm prevention, and other care not related to breeding as well as the following:
 - a. Take Dog to a veterinarian if requested by Breeder to confirm pregnancy or number of puppies – Breeder will reimburse Guardian (or pay directly to the vet) these costs.
 - b. In the event, the Dog becomes injured or ill while in Guardian's care, Guardian shall contact the Breeder immediately and be responsible for both emergency and non-emergency care required, including follow up treatment Guardian decides they want to incur.

However:

If an illness is determined to have been caused by any breeding or post-whelp complications, the Breeder will reimburse Guardian the cost of treatment under the following conditions:

- a. Guardian must inform Breeder immediately (no later than 30 minutes after the treatment is sought) of any veterinary care that is expected to exceed \$500, OR any amount of treatment is sought at an emergency clinic
- b. Guardian has kept Breeder informed prior to any tests being performed or of any changes in the treatment protocol for the duration of the illness.
- c. Guardian has allowed Breeder to participate and communicate with the treating vet throughout the treatment process.
- d. Guardian has consulted with Breeder throughout the process and allowed Breeder to be involved in any decisions regarding treatment. This includes providing Breeder copies with all veterinary records involved in the treatment.

5. Coordinate getting Dog to Breeder upon request within 48-hour notice for breeding purposes, testing, etc. This applies to both males and females.

6. Keep Dog well socialized with other dogs and people of all ages. VERY IMPORTANT

7. Maintain Dog's physical appearance with grooming, brushing, de-matting, and will keep nails clipped and ears clean.

8. Guardian will provide Breeder with the name, address, and telephone numbers for their veterinarian. Guardian will send Breeder copies of all exams and vet records within 48 hours if requested.

9. Guardians may return the Dog to Breeder at any time, for any reason during the Term and the Guardianship Agreement will be terminated.

10. Females:

a. Contact Breeder immediately when the female comes into heat. Communicate, cooperate, and coordinate with the Breeder regarding testing, mating, whelping, and other breeding related activities. The female will stay with Breeder 7-10 days during her heat cycle to be bred.

b. Keep Dog away from intact males while in season.

c. Get female to Breeder one week before whelping; the girl will come to my home for delivery and care of her pups. Once the puppies are weaned (approx. 6-8 weeks depending on female), the female can go back to her Guardian home. Unless the Guardian prefers for the female to stay at the Breeders during pregnancy, but it is not recommended.

11. Male:

a. Keep Dogs away from females in season to prevent accidental breeding.

b. Coordinate getting Dog to the Breeder or a veterinarian for semen collection. For each breeding, Breeder will need Dog for at least a week.

Liability:

Before the transfer of ownership from Breeder to Guardian (i.e., if any of the following occurs before Term is expired) and upon the occurrence of any of the following events, Guardian agrees to pay Breeder the sum of \$1300.00, which represents the fair market value of the Dog. Guardian shall pay the aforementioned to Breeder:

- If Guardian independently and without the expressed written consent of Breeder has the Dog spayed or neutered.

- In the event that something happens to the Dog while in the Guardians' care resulting in his or her death, and the death is found to have been caused by neglect on the part of the Guardian or due to violation of the terms and conditions outlined in the agreement.

- If the Guardian absconds with the Dog, fails to advise Breeder of any change of address, or ceases communication with Breeder.

- If the Dog disappears during the Term.

- The Dog dies due to negligence on the part of the Guardian. Negligence is defined as (a) failure to responsibly contain or supervise the Dog; (b) leaving the Dog alone in a vehicle if the outdoor temperature is over 65 degrees; (c) failure to prevent the Dog from having access to toxic materials. IF the Dog dies due to an accident beyond the control of the Guardian, the Guardian does not owe payment to the Breeder. If the Dog dies due to non-treatable or genetic health issues, the Guardian will not be held responsible in any way.

- At any time that this Breeder finds non-compliance with this agreement, the contract terminates, and possession shall immediately return to Breeder.

Any legal expenses or other fees incurred by Breeder to enforce any part of this contract shall be the sole responsibility of the Guardian and recoverable in the event that Breeder is forced to take legal action to enforce any part of this agreement.

Indemnification: 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 possession of the Guardian.

No Financial Responsibility: The Breeder assumes no financial responsibility except as noted above once the Dog has left its custody. Guardian hereby agrees that failure to honor all conditions of this contract can result in the Breeder reclaiming the Dog without compensation to Guardian.

Breeder Responsibility:

1. Provide a Guardian with a healthy puppy/dog.
2. Pay all veterinarian costs pertaining to reproduction, including all health testing performed (i.e., hip testing, elbow testing, pregnancy x-rays).
3. Provide Dog care support when needed while Dog is in the breeding program
 - a. This includes boarding while Guardian is out of town

Termination of Agreement: This Agreement shall terminate upon the occurrence of any of the following:

- Immediately, upon the transfer of ownership of the Dog to the Guardian family.
- Immediately, upon Breeder's determination that Guardian is non-compliant with the terms of this agreement, and such non-compliance poses a significant risk to the health, welfare, and safety of the Dog, at which time possession returns to the Breeder.

With reasonable notice to Guardian, upon Breeder's determination that the Guardian is non-compliant with the terms of this agreement and such non-compliance does not pose a 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 Guardian's permanent return of the Dog to Breeder for any reason.

I agree that I have read and understood all the obligations and responsibilities set forth in this agreement with regard to the Guardianship program of Selah Standards.

By signing this I acknowledge that I have read and understand the terms as stated.

Signature

Date

Breeder Signature

Date