

ROOSTER VALLEY LABRADORS

GUARDIAN HOME CONTRACT

The purpose of this agreement is to define the conditions of the guardianship agreement between _____, hereafter referred to as "Guardian", and Darrell and Cynthia Garber dba Rooster Valley Labradors, hereafter referred to as "Breeder".

This agreement pertains to _____, an intact AKC Labrador Retriever, born on DATE: _____, hereafter referred to as "Dog" and is entered into on DATE: _____.

This agreement is between Guardian and Breeder.

Initial

Ownership and all rights and interest to the Dog shall remain with the Breeder until such time as Breeder shall, by bill of sale or other written evidence of transfer, assign and transfer ownership of the Dog to Guardian. Likewise, any puppies born to Dog shall be the sole and separate property of Breeder and Guardian shall have no ownership or interest of possession _____ rights to any such puppy.

Breeder is responsible for the costs of all genetic health testing that the Breeder chooses to do to insure that the Dog is genetically sound to breed. **The Guardian is responsible for transporting Dog to and from the Veterinarian office for said testing.** Breeder is _____ responsible for all breeding related medical costs.

Should Breeder decide for any reason that Dog is not genetically superior to breed from, Dog shall then be spay/neutered at Guardian's expense. After Dog has been desexed, Guardian may keep Dog and the contract shall be considered completed and fulfilled and ownership will _____ be transferred.

Guardian agrees to have no other intact dogs of the opposite sex allowed in their home, provide a fully secured fenced yard, and communicate freely with us the health and condition of the Dog. Guardian is responsible for general veterinary health care and wellness of the Dog which includes, yearly vaccinations, worming, flea and tick prevention, grooming and food. **Guardian agrees to keep the dog on a daily program of Life's Abundance All Life Stage Dog Food (or a dog food pre-approved by Breeder) as well as NuVet and NuJoint**

vitamins, as long as the Dog is a part of our breeding program. Guardian agrees to provide socialization and basic obedience at home or from obedience classes. (Breeder recommends sending Dog to Dennis Hayre Kennels for six weeks of Basic Obedience Training, at cost of Guardian.) **Guardian agrees to provide ample (not excessive) exercise and maintain the Dog at a healthy weight. Overweight females can have a hard time passing hip and elbow tests and can have smaller litters as well as a difficult time during the whelping process. Guardian agrees to limit the jumping in and out of vehicles, and agrees to limit the Dog to the first floor of the home, so that unnecessary pressure is not put on the joints. THIS IS EXTREMELY IMPORTANT!**

Guardian is responsible for transporting Dog to Breeder as needed for health testing, breeding and whelping. **It is important that attention be given to when Dog's cycle has started and this information is given to the Breeder at the first sign of bleeding.**

At the heat cycle of Breeders choosing, Dog will come back to our home temporarily for breeding, then when she is due, stay with Breeder for a period of 8-10 weeks for whelping and nursing the puppies. (This is an excellent time for Guardian to plan a trip and not have to pay for boarding of their pet.) A male may be retained to sire litters until he is eight years old but will not need to be away from his family for long periods of time.

Breeder has all rights to the first four breedings between birth months and eight years of age. After four successful litters, Breeder and Guardian will discuss the option of further breedings based on the health of the dog and the quality of puppies produced. If it is deemed that the female would be a good candidate for more litters, Guardian has the option of allowing Breeder the rights to more breedings. For every litter after the fourth contracted litter, Breeder agrees to reward Guardian with \$150 per live puppy.

During the term of this contract, Guardian may permanently return Dog to Breeder for any reason, at which time this contract shall terminate. If Dog dies accidentally due to circumstances beyond the control of the Guardian, the Guardian does not owe any payment to Breeders. If Dog dies due to negligence on the part of the Guardian, the Guardian agrees to pay the breeding price of \$7,500.00 to Breeder.

Guardian shall pay Breeder the breeding price of \$7,500.00 if Guardian intentionally causes injury to Dog that prevents Dog from breeding, intentionally causes the death of the Dog, if Guardian absconds with Dog, fails to provide Breeder with change of address or contact information, or ceases communication with Breeder.

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 Dog while in the possession of Guardian.

Guardian agrees to notify Breeder of scheduled vacations or other absences from the area, _____ which may occur during Dog's heat cycle or whelping time.

Neither Guardian or Breeder has the right to sell Dog to another party or require Dog back _____ from the Guardian if Guardian has and is meeting all requirements listed in this contract.

Should Guardian choose to break any of the above portions of this agreement or move with Dog where it is not a reasonable (to be determined by Breeder) driving distance from Modesto, California, the Breeder has the right to request that Dog be returned immediately of Guardian _____ may pay the breeding price of Dog of \$7,500.00.

The AKC Registration and full ownership will not be transferred to Guardian until the contract _____ has been fulfilled and the Dog has been spayed/neutered.

No failure to enforce a breach of this contract shall constitute a waiver of any other or _____ subsequent breach.

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

Breeder Signature _____
Darrell or Cynthia Garber

Guardian Signature _____

Guardian Printed Name _____

Email _____

Address _____

Phone _____