

## **TreeLine Poodles**

**Guardian Home Contract** 

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Parties

This agreement is made on [Date	], between TreeLin	e Poodles LLC (hereinafter
referred to as "Breeder"), and [Guardian's Na	ame	] (hereinafter referred
to as "Guardian"), located at [Guardian's Add	dress	] able to
be reached at [Guardian's Cell:	Home:	

Agreement

TreeLine Poodles LLC and any co owners partnered with TreeLine Poodles, for a period of four years. At that time, ownership will transfer completely to the Guardian home and the dog will be spayed/neutered at Breeder's expense.

Guardian has no ownership or interest in any puppies produced by this dog. Guardian has no rights to semen produced by this dog, nor services/profits this dog can provide.

Guardian will take possession on \_\_\_\_/ \_\_/\_\_\_

If at any time, the Breeder finds non-compliance of this agreement, contract will be terminated, and possession of the Puppy shall immediately return to Breeder, and Guardian stipulates and agrees that any legal fees and costs and any fees and costs associated with the return, including lost fees may be recovered from the Guardian.

Initial of Guardian:

During the life of this Puppy Guardian may return the Puppy to Breeder at any time, upon signing a termination agreement to this contract.

Initial of Guardian:

Guardian hereby stipulates and agrees that if the Puppy is reproductively altered/hindered, spayed, or neutered without written consent of Breeder, Guardian will owe Breeder up to \$30,000.00 within thirty (30) days. Guardian hereby stipulates and agrees that the Guardian will also be solely responsible for any and all legal fees and costs incurred to enforce the contract shall be paid by the Guardian.

Initial of Guardian:

Guardian hereby stipulates and agrees that if the Puppy is bred without written consent of Breeder, Guardian will owe Breeder \$3,500 for every puppy produced in the litter within 30 days of the date produced; whether or not they are sold for that cost, or whether or not they survive. Initial of Guardian: \_\_\_\_\_

Guardian hereby stipulates and agrees that the Guardian will also be solely responsible for any and all legal fees and costs incurred to enforce the contract shall be paid by the Guardian. Initial of Guardian: \_\_\_\_\_

Guardian hereby stipulates and agrees to notify Breeder within 24 hours by both phone and email of a female beginning estrus (heat), after the age of 18 months. Guardian hereby stipulates and agrees that in the event the Guardian fails to do so, the Guardian will be required to pay for progesterone testing every other day and transport the Puppy to and from veterinarian until the time that female enters estrus; if female's cycle was not communicated and skipped after 18 months of age the Guardian is to pay a fine of \$5000 within thirty (30) days and any and all legal fees associated with the enforcement of the contract.

Initial of Guardian:

The guardian agrees to maintain a positive reputation of the Breeder during and after this contract period. Any and all legal fees associated with pursuing negative or slanderous conduct shall be paid by the Guardian.

Initial of Guardian:

The Breeder and Guardian agree that there is no representation, warranty, collateral agreement or other conditions, or oral agreements affecting this Agreement. The party's agreements are expressly provided herein. This is the sole Agreement of the parties and the parties stipulate and agree they intend to enter into a mutually beneficial contract and intend the contract to be legally binding.

The Parties hereby represent and acknowledge that they have been provided with the

opportunity to discuss and review the terms of this Agreement with their respective attorneys
before
signing it and that they are freely and voluntarily signing this document in exchange for the
benefits
provided herein. The Parties further represent and acknowledge that they have been provided a
reasonable period of time within which to review the terms of this Agreement.
Breeder Initials:
Date:
Guardian Initials:
Date:

## Puppy Details

Breeder agrees to provide G	Guardian with this [male/female] [Name	e:]
[Breed:	] [Microchip Number:	]
(hereinafter referred to as "F	Puppy"), whelped on	, from the litter of [Dam's
Name:	] and [Sires Name:	].

\*\*Guardian Responsibilities:\*\*

1. \*\*General Care:\*\* Guardian agrees to provide the Puppy with a loving and safe environment. This includes but is not limited to appropriate shelter, food, water, veterinary care, and socialization.

2. \*\*Health and Well-being:\*\* Guardian agrees to maintain the Puppy's health through regular veterinary check-ups, vaccinations as recommended by a licensed veterinarian, and preventive treatments such as flea and tick control, as well as heartworm prevention.

3. \*\*Training and Socialization:\*\* Guardian agrees to provide basic obedience training and proper socialization to ensure the Puppy becomes a well-behaved and balanced adult dog. Multiple incentives are offered to guardians for reaching training title achievements, titling conformation, and obtaining certification for therapy ESA or service work.

4. \*\*Exercise:\*\* Guardian agrees to provide adequate exercise and mental stimulation for the Puppy's well-being.

5. \*\*Nutrition:\*\* Guardian agrees to provide a high-quality diet suitable for the Puppy's age, size, and health needs.

6. \*\*Grooming:\*\* Guardian agrees to maintain the Puppy's coat and general grooming needs as recommended for the breed. Free grooming services are provided by the Breeder if the Guardian chooses to bring the puppy to the breeder up to once per month.

7. \*\*Breeding Provisions:\*\* Guardian understands that the Puppy is intended for breeding purposes by the Breeder. Guardian agrees to make the Puppy available for breeding purposes as agreed upon with the Breeder, following all breeding guidelines set forth by the Breeder. This includes having the Puppy accessible within 24 hour notification from the Breeder, and being able to transport the Puppy to the vet if necessary for breeding services (veterinary services in this regards are that of the Breeder).

8. \*\*Health Monitoring:\*\* Guardian agrees to inform the Breeder promptly of any health concerns or issues that arise with the Puppy.

9. \*\*Communication\*\* Notify the Breeder of any absences or vacations of the local area in advance and give contacts for the Puppy's caretaker during absence if it is not the Breeder boarding the Puppy.

10. \*\*Vet Documents\*\* Send a copy of all vet visits to Breeder. This is very helpful in any type of emergency to have vet records easily accessible and shared.

11. \*\*Rabies\*\* Keep a current rabies license per county law and keep a current certificate on your person/Puppy.

12. \*\*Prevention\*\* Male, Keep Puppy away from intact females to prevent accidental breeding. Female, Keep Puppy away from intact males while in season.

13. \*\*Moving\*\* Maintain this contract even if Guardian moves out of the area, including flying the dog to Breeder when requested at Guardian's expense.

14. \*\*Failed Testing\*\* If the Puppy does not pass health testing, Guardian will not be required to pay the Breeder any purchase price and will be allowed to keep the dog as a pet. In this event, the Puppy will be neutered/spayed at Breeder's expense.

15. \*\*Vaccination Safety \*\* Guardian agrees to keep the Puppy away from the floor or ground of public places such as pet stores, parks, dog parks, the groomer and the floor of the vet office until the DHPP series is complete (approximately 16 weeks). This is to prevent parvo, a deadly disease to puppies and unvaccinated dogs. In the event the Puppy contracts this deadly disease, the treatment expense is the sole responsibility of the Guardian home. If said puppy dies from a this contractible disease (non-genetic) while in Guardian home's care the Guardian home is responsible to reimburse the breeder for the total cost of the Puppy and any shipping expenses occurred in the Puppy purchase process.

\*\*Breeder Responsibilities:\*\*

1. \*\*Ownership:\*\* The Breeder remains the legal owner of the Puppy until the breeding obligations have been fulfilled by the Guardian.

2. \*\*Breeding Services:\*\* Breeder agrees to cover all costs associated with breeding, including but not limited to veterinary care related to breeding, whelping, raising the litter, genetic health testing, temperament testing and altering after the contract has been fulfilled.

3. \*\*Health Guarantees:\*\* Breeder guarantees that the Puppy is in good health at the time of transfer to Guardian and has received appropriate vaccinations and deworming. Should the Puppy die while in the Breeder's possession this agreement shall terminate, and Breeder shall provide Guardian with a replacement puppy from the next litter.

4. \*\*Registration:\*\* Breeder agrees to transfer the registration of the Puppy to the Guardian once all breeding obligations have been fulfilled.

5. \*\*Altering\*\* Pay for neuter or spay at the completion of contract or when Breeder deems the Puppy to not be needed for breeding.

6. \*\*Genetic Guarantee\*\* Honor 6-year genetic health guarantee if the Puppy passes health testing within this contract timeframe.

7. \*\*Care Support\*\* Provide Puppy care support when requested for life of contract.
8. \*\*Estrus\*\* Provide information on detecting and caring for a Puppy in estrus (heat).

9. \*\*Transportation\*\* Provide arranged back up transportation for Puppy in the case of Guardian unable to transport, at the expense of Guardian.

\*\*Additional Terms:\*\*

1. \*\*Financial Responsibilities:\*\* Guardian agrees to bear the costs of routine care, maintenance, and emergency veterinary care unrelated to breeding.

2. \*\*Return of the Puppy:\*\* If Guardian is unable to fulfill or violates the terms of this agreement or wishes to relinquish custody of the Puppy for any reason, Guardian agrees to return the Puppy to the Breeder without any compensation.

3. \*\*Termination:\*\* This agreement may be terminated by mutual written consent of both parties or by the Breeder if Guardian breaches any terms of this agreement.

4. \*\*Legal Compliance:\*\* Guardian agrees to comply with all local laws and regulations regarding animal care and breeding.

## \*\*ASSIGNMENT\*\*

The Guardian will not voluntarily, nor by operation of law, assign or transfer its obligations under this contract without prior written consent of the Breeder.

## \*\*SEVERABILITY\*\*

In the event that any provision of this Agreement is held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and remain enforceable and in full force and effect; the invalid or unenforceable parts severed from the remainder of the Agreement.

\*\*Signatures:\*\*

Both parties agree to the terms of this Guardian Home Contract and affix their signatures below:

\*\*Breeder's Signature:\*\*

Date: \_\_\_\_\_

\*\*Guardian's Signature:\*\*

Date: \_\_\_\_\_