



Guardian Home Program Agreement

Welcome to Our Program!!

We created a Guardian-Home Program to grow our breeding program while still providing each of our breeding dogs with a loving environment in a Guardian family. By joining our Program, you desire to and will act as a Guardian for a Dog that is either a female potential Breeder or proven Breeder or a male potential Breeder or proven Breeder ("the Dog"), subject to the terms of this Agreement.

The following will spell out the Guardian-Home Program, including our requirements for Guardian families while the Dog is a part of the breeding program. Will also explain the obligations Breeder will assume, as owner, and how the Dog will become a permanent member of the Guardian's family.

1. Purpose:

The purpose of this contract is to define the terms and conditions of a guardianship agreement between the Guardian,, (hereafter referred to as Guardian) at: nicnyman@gmail.com; Phone:; and the Breeder, Jenessa MacPherson of Camden Lane Labradoodles (hereafter referred to as Breeder) at 13661 S Kennington Ct. Draper, Ut 84020; jnessa.camdenlanelabradoodles.com; 385-448-0732.

This agreement pertains to, caramel female,, hereafter referred to as "Dog", Microchip:, Birthday:; Out of Dam: and Sire:.

2. Summary of Agreement

The Dog is "pick of the litter" with an estimated value of \$10,000 to \$15,000, placed in a Guardian home whereby the Breeder retains full ownership of the Dog until the Dog retires from breeding career, which is defined as having up to five litters for females or six years of age for males unless unilaterally ended sooner by Breeder.

The Breeder is the legal owner of the Dog who will make major health decisions and has sole breeding rights of the Dog and ownership of the Dog's puppies. The Breeder manages all reproductive appointments to assess appropriate growth and breeding health status. The Guardian maintains physical custody of the Dog and cares for the dog in accordance with this contract.

Upon successful completion of health testing and obedience training, the Dog will begin their breeding career. For male Dog that is at approximately one year of age. For female Dog, it will typically begin on their second heat cycle, which is generally between 12 and 18 months of age.

3. Termination and Transfer of Ownership:

The Dog will live with and be cared for by the Guardian in a manner indicated in this contract. All decisions related to the breeding and reproductive life of this Dog, and general medical treatment rest solely with the Breeder. Ownership shall remain with the Breeder for up to six years for a male Dog, or up to five litters for a female Dog, or such time that the Breeder shall, in writing, transfer ownership of the Dog to the Guardian.

This Agreement shall terminate and transfer of ownership upon the occurrence of any of the following:

- Upon completion of the contract, Dog will be spayed or neutered at Breeder's expense, ownership shall be transferred to the Guardian, and agreement is terminated.
- If Dog does not pass genetic and health screening, and temperament is not at the Breeder's standard, the Dog will be spayed/neutered at the Guardian's expense, ownership will be transferred to the Guardian, and agreement is terminated.
- Upon Breeder's determination that the Guardian is non-compliant with the terms of this Agreement and such non-compliance poses significant risk to health, welfare and safety of the Dog, or risk to Dog's breeding career, at which time possession of the Dog returns to the Breeder, and contract is terminated. Breeder will give at least 24 hour notice if such a breach of contract occurs.
- Upon the death of the Dog from natural or accidental causes contract is terminated
- Upon the Guardian returning the Dog to the Breeder for any reason, contract is terminated. Possession and ownership will remain with Breeder.

4. Payment:

No money is being exchanged, as ownership resides with Breeder.

5. Breeder Obligations:

- Will provide Guardian with pick of the litter Dog.
- Will provide instructions to the Guardian regarding nutrition, training, pro-estrus care, pregnancy care, and veterinary care.
- Will pay for veterinarian visits for reproductive care and genetic testing.
- Will give Guardian 48 hours notice of any reproductive testing, veterinary appointments, or scheduled breedings.
- Dog will be tested for compliance with the health standards of The World Wide Australian Labradoodles Association (WALA), and will not be included in the Breeder's program if these standards are not met.
- Will approve the choice of all veterinarians.
- Breeder and Guardian will arrange for transportation of pregnant Dam to Breeder's location prior to her due date, and Breeder will remain in possession of said Dog until puppies are weaned, typically about six weeks after birth of puppies.
- Will spay or neuter Dog and transfer ownership to Guardian family upon successful completion of this agreement.

- Has the right to 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 and to ensure the well-being of Dog.
- If Dog dies while in the care of the Breeder, Breeder will provide, free of charge, a replacement puppy with a companion pet contract to the Guardian and this contract is terminated. Replacement puppy will be chosen by Breeder and given within one year of Dog's death.

6. Guardian Obligations

- Live within 30 miles of Draper, Utah. If the Guardian must relocate any distance more than 30 miles from Draper, Utah, Breeder will negotiate a mutually acceptable compromise around breeding activities. If the parties are unable to reach a compromise, or if the Guardian relocates outside of this perimeter within the time frame of the contract, the Guardian must return the Dog to the Breeder.
- Own home.
- Maintain a collar and a tag with the Guardian's information on tag.
- Have physical fencing to provide a safe and secure environment for the Dog. This also protects the Dog from any unplanned, unwanted pregnancies and is crucial!
- Raise the Dog indoors, never to dwell outside. The Dog should sleep inside and spend most of each day inside with the family.
- Responsible for properly maintaining, containing, training, and caring for the Dog using methods approved by the Breeder.
- Follow Breeder's nutritional guidelines, exercise Dog appropriately, pay for care and food-related expenses, and pay for visits to the veterinarian for non reproductive visits providing appropriate veterinary or emergency care when needed, including annual vaccines and heartworm preventative. Please note vaccines cannot be given when female Dog is pregnant, so plan accordingly.
- Will text, email, or mail proof of puppy vaccinations and thereafter, yearly vaccinations for Dog.
- For the female Dog, notify the Breeder immediately when the Dog comes into season.
- Guardian will make the Dog available as needed for breedings as instructed by the Breeder. This typically involves up to three trips outside the Guardian residence for a period of one to four hours.
- The Guardian promises to vigilantly monitor contact with other dogs, and will not allow female Dog off leash when in season. NO dog parks allowed when female Dog is in season or pregnant!
- When the female Dog is close to giving birth, the Guardian will transfer the Dog to the Breeder's location for purposes of delivery and care for the Dog and the puppies. This period will typically start 3-5 days prior to the expected due date and continue until the puppies are fully weaned.
- Keep the Dog appropriately or professionally groomed, adhering to the approved standard for the Australian Labradoodle at least every eight weeks.
- Have reliable transportation and willingness to deliver Dog to the Breeder whenever requested and on occasions such as, but not limited to, breeding, delivery of puppies,

caring for puppies and reproductive veterinary visits as well as for any and all health testing.

- Notify Breeder of scheduled vacations and other absences that may coincide with breeding times and provide contact information for any persons caring for the Dog in the Guardian's absence.
- Pay for boarding expenses that may be necessary if Breeder is unable to care for Dog while Guardian is out of town.
- Understand that the Breeder may need to make decisions about the Dog and Guardian will have to respect those decisions. Examples may include, but are not limited to: keeping the female longer after delivery, additional vet care, etc. All decisions WILL ALWAYS BE for the betterment of the Dog.
- Outside of emergencies, Guardian may not allow any elective veterinary procedures to be performed on the Dog without the consent of the Breeder.
- Responsible for seeking prompt and appropriate veterinary care in the event of an injury to the Dog or illness. In the event of an injury or serious illness, the Guardian must make every attempt to contact the Breeder regarding medical decisions by phone or text. If the Breeder does not respond, the Guardian is permitted to make medical decisions in the best interest of the Dog.
- If the Dog dies accidentally due to circumstances beyond the control of the Guardian, the Guardian does not owe any payment to the Breeder.
- If the Dog dies because of the Guardian's negligence, the Guardian owes the Breeder \$5,000. Examples of negligence are:
 - Failure to contain, restrain, or supervise the Dog in a responsible manner
 - Leaving the dog alone in a vehicle for any length of time
 - Failure to prevent the dog from having access to toxic materials
 - Failure to provide safe means of containment while the dog is in a moving vehicle.
- May not use or allow the use of the Dog for breeding purposes. If breeding activity is discovered, the Guardian owes the Breeder \$12,000 per violation. Additionally, the contract will be severed, and the Dog returned to Breeder within 48 hours of the notice of breach.
- If Guardian has Dog spayed or neutered without consent of Breeder, Guardian owes Breeder \$12,000, which is fair market value of a breeding Australian Labradoodle.
- May not sell the Dog, or transfer Guardian duties to any person, kennel, foster or rescue organization. If the Guardian is not able to continue functioning within their Guardianship role, the Guardian must return the Dog to the Breeder immediately.
- If the Guardian for any reason feels they cannot uphold this agreement, they may return the Dog to the Breeder at anytime.
- Must maintain open lines of communication with Breeder. If the Breeder finds it difficult to reach the Guardian Family, is met with roadblocks or cantankerous communication in any form (comments, phone calls, text messages etc.) that make this working relationship hostile and / or if the Guardian Family refuses to do anything Breeder asks as set forth in this document, the Dog will be removed from the home and returned to the Breeder- no question.
- Provide pictures and updates every month. Guardian gives permission for said pictures to be used on Breeder's website and social media platforms, including but not limited to

Instagram and Facebook. If the pictures include Guardian family members, the permission includes posting the family member's face. This permission will act as a license to use any photos provided to Breeder from Guardian.

- Continue to ensure the Dog is compliant, kennel-trained, housebroken, leash-trained, does not jump, mouth or excessively bark. The Dog's puppies' safety relies on calm and focused behavior.
- Will purchase Baxter and Bella online training program by the time the Dog is ten weeks old, and will work through the program with the Dog.
- Understands that all puppies exhibit certain undesirable behaviors (nipping, chewing, barking, etc.). The Guardian is responsible for appropriate behavioral training of the dog to correctly teach acceptable behaviors and is responsible for proper socialization of the Dog. If needed, the Guardian agrees to provide personal or professional obedience training for the dog and continue with training as necessary to establish a solid foundation for a well socialized dog, with Dog being able to fulfill requirements of Canine Good Citizen by one year of age of Dog. Payment for said training is sole responsibility of Guardian.

7. Indemnity

The Guardian Family agrees to indemnify and hold the Breeder 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 possession of the Breeder.

8. Full and Final Agreement

The parties agree that this document represents the entire agreement between Breeder and Guardian and that no other representations have been made regarding the Dog described above.

The parties have executed this Agreement as of
_____, 20____.

Jenessa MacPherson, Breeder signature

Guardian signature