

Guardian Agreement—Female

Cherry Lane Labradoodles • 3140 Seckel Street • Medford, OR 97504 • 541.734.3140/541.601.3340

This agreement is between Kathy Waggener/Cherry Lane Labradoodles (Breeder) and name _____ (Guardian) residing at address _____; phone _____; email _____.

The dog subject to this Agreement is identified as follows:

Microchip:	Date of Birth:
Sex: Female	Sire:
Color:	Dam:
WALA registered name:	

It is agreed between Breeder and Guardian as follows:

1. *Ownership.* Ownership and all right title in interest to the dog shall remain with Breeder until such time as Breeder shall transfer ownership of the dog to Guardian. Likewise, any puppies born to the above dog shall be the sole and separate property of Breeder, and Guardian shall have no ownership interest or possession right to any such puppies.
2. *Possession.* Upon the execution of this Agreement, Breeder shall transfer possession of the dog to the Guardian. Guardian shall retain possession of the dog and shall provide physical care to and supervision of the dog subject to the terms and conditions of this Agreement.
3. *Breeder's Obligations.* During the time that the dog remains in the possession of Guardian, and during the term of this Agreement, Breeder shall:
 - a. Provide Guardian with instructions concerning dietary guidelines for the dog and instructions regarding preventative health care for the dog;
 - b. Designate the name of the veterinarian selected by Breeder to provide veterinary care to the dog. Breeder will consider suggestions and preferences of Guardian if possible.
 - c. Pay for breeding related health testing (i.e. Hip/Elbow/Knee, CAER eye exam, DNA testing, etc.);
 - d. When time for breeding, take possession of the dog from Guardian until the process is completed, at which time the dog will be returned to the possession of Guardian;
 - e. Take possession of dog from Guardian approximately one week prior to whelp (delivery date) and provide care and supervision of the dog until completion of weaning of the puppies born to the dog, approximately six to seven weeks after whelp;
 - f. Visit the residence of Guardian at least two times in each calendar year at pre-arranged times. Additionally, one unannounced visit may occur in each year.
4. *Guardian's Obligations.* During the time the dog remains in the possession of the Guardian and during the term of this Agreement, Guardian shall:
 - a. Safely confine the dog by using a traditional fence and restraining the dog by using a leash whenever outside of Guardian's home or yard;
 - b. Provide adequate exercise for the dog on a daily basis;
 - c. Provide obedience training for the dog, including enrolling in at least two formal obedience classes or equivalent private training, and training dog to pass AKC Canine Good Citizen testing by 18 months of age;
 - d. Communicate at least monthly with Breeder and provide to Breeder regular updates and photographs of the dog;
 - e. Follow Breeder's dietary guidelines including feeding a premium kibble (brand to be approved by Breeder) and pay all costs and expenses associated with feeding the dog, including a daily vitamin supplement chosen by Breeder—you may purchase the vitamin from Breeder at cost. Guardian must consult with Breeder before any change in diet or supplement may be implemented;
 - f. Maintain the dog in a professionally groomed labradoodle clip as defined by Breeder—Guardian understands that it is critical for Breeder's business that the dog be appropriately maintained and groomed;

- g. Make the dog available, including transportation to Breeder, and deliver possession of the dog to Breeder upon Breeder's request for any and all testing necessary to establish the dog's suitability to breed. Such testing shall be paid for by Breeder;
 - h. Notify Breeder at the first sign that dog is in season;
 - i. Provide and pay for routine preventative health care as defined by Breeder including, but not limited to, immunizations and external/internal parasite prevention (such as heartworm/flea/tick preventative—brand to be approved by Breeder. Frontline, Revolution and Heartgard Plus are the only approved products. Under no circumstance is Trifexis, Comfortis, Nexgard, Bravecto, or similar parasite treatment to be used.);
 - j. Consult with Breeder at the first sign of illness or injury and pay for any veterinary visits due to illness or injury unrelated to breeding while in Guardian's care;
 - k. Use only the services of the veterinarian selected or approved by Breeder unless an emergency situation dictates otherwise;
 - l. Notify Breeder of scheduled vacations or other absences from the area, especially those that may coincide with breeding times. Provide all contact information for anyone caring for the dog and issue a release for Breeder to obtain the dog if required;
 - m. Schedule and pay for boarding expenses that may be necessary, only at a boarding facility approved by Breeder. Dog may not be boarded at a commercial boarding facility when in season or pregnant;
 - n. Maintain a principal place of residence within three hours of Medford, Oregon and provide Breeder with address, telephone number and email address in the event of any changes from the above listed information.
5. *Removal of dog.* Breeder may remove the dog from the possession of Guardian for non-compliance of terms of this agreement, at which time this Agreement shall terminate. Breeder agrees to consult with Guardian before permanently removing the dog from Guardian's possession, unless, in the judgment of Breeder, the dog must be immediately removed from the possession of Guardian in order to protect the health, welfare and safety of the dog. If the dog does not need to be immediately removed from Guardian's possession, Breeder shall give Guardian a reasonable amount of time to comply with Breeder's requirements before permanently removing the dog.
6. *Death of Dog—Guardian's possession.* Except as hereinafter provided, should the dog die from natural or accidental causes while in the possession of Guardian, this Agreement shall terminate upon the happening of such occurrence and neither party shall have any further obligation to the other party.
7. *Death of Dog—Breeder's possession.* Should the dog die from natural or accidental causes while in possession of Breeder, this Agreement shall terminate upon the happening of such occurrence and neither party shall have any further obligation to the other party. However, should the dog die of breeding related injury, Breeder shall offer to Guardian, at no cost to Guardian, a spayed/neutered pet puppy of Breeder's choice born of the litter that caused the death of the dog if any puppies are born alive and survive for eight weeks.
8. *Transfer of Ownership.* Breeder shall limit this contract to four litters. If at any time prior to a first litter, and at the sole and absolute discretion of Breeder, it is determined that the dog shall not be used for breeding, Guardian agrees to either return the dog to the Breeder at which time this Agreement shall terminate and neither party shall have any further obligation to the other party, or Guardian agrees to purchase dog from Breeder for \$1,200 at which time Breeder shall spay dog at Breeder's expense and transfer ownership of the dog to Guardian. If at any time after a minimum of one litter has been whelped, and at the sole and absolute discretion of Breeder, it is determined that the dog shall no longer be used for breeding purposes, Breeder shall spay the dog at Breeder's expense and transfer ownership of the dog to Guardian at no further cost to Guardian.

9. *Return of Dog.* During the term of this Agreement, Guardian may permanently return the dog to Breeder for any reason, at which time this Agreement shall terminate and neither party shall have any further obligation to the other party.
10. *Severability.* Should any part of the Agreement be rendered or declared invalid by a court of competent jurisdiction, such invalidation of that portion shall not invalidate the remaining portions and they shall remain in full force and effect.
11. *Non-waiver.* The failure of Breeder to require performance of any provision shall not affect the right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of a later breach nor shall it be considered a waiver of the provision itself.
12. *Indemnity.* The Guardian agrees to indemnify and hold Breeder harmless 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.
13. *Payment to Breeder.* Prior to transfer of ownership from Breeder to Guardian and upon the occurrence of any of the following events, Guardian agrees to pay Breeder the penalty sum of \$15,000 (which sum represents the fair market value of the dog), plus legal fees. Payment of the penalty sum does not transfer breeding rights to Guardian:
 - a. Guardian shall pay the aforesaid sum to Breeder if Guardian, independently and without the expressed written consent of Breeder, has the dog spayed;
 - b. Guardian shall pay the aforesaid sum to Breeder if Guardian intentionally causes injury to the dog that prevents the dog from breeding or intentionally causes the death of the dog;
 - c. Guardian shall pay the aforesaid sum to Breeder if Guardian absconds with the dog, fails to advise Breeder of any change in Guardian's address, or ceases communication with Breeder;
 - d. Guardian shall pay the aforesaid sum to Breeder if Guardian independently allows dog to produce a litter.

The laws of Oregon shall govern any and all actions to enforce, interpret or seek relief for breach of this Agreement. Any such action to enforce, interpret or seek relief for breach of this Agreement shall be initiated only in the Circuit Court of Jackson County, Oregon. By entering into and executing this Agreement, the parties hereto agree to voluntarily submit to the jurisdiction of the Circuit Court of Jackson County, Oregon regardless of where either party is actually located or resides.

Prior to the initiation of any action in the Circuit Court outlined above, parties shall use their best efforts to settle any dispute, claim or disagreement. To this effect, they shall negotiate with each other in good faith and mutual respect. If resolution is not reached within a 60 day period, parties agree to submit their dispute for mediation.

The parties agree this writing represents the entire Agreement between them and that no other representations either oral or written have been made regarding the dog described above. The parties agree that no changes in the contract shall be binding upon either of them without written modifications signed by both parties. I/we have read and agree to the terms and conditions stated above.

Guardian: _____

Date: _____

Breeder: _____

Date: _____