**Guardian Agreement**

For Pine Knob Labradoodles LLC’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Aka: \_\_\_\_\_\_\_\_\_\_\_\_\_

Microchip # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Color of Dog: ­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This Agreement, dated the \_\_\_\_\_\_\_\_\_\_\_\_\_ 2018 is between Pine Knob Labradoodles LLC (hereinafter called ‘Breeder’) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called ‘Guardian’) concerning the guardianship of Pine Knob Labradoodles LLC’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, progeny of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and born on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Pine Knob Labradoodles LLC (being engaged in the business of breeding Labradoodles dogs) owns and wishes to place this dog into the guardianship care of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ who will be acting as a foster parent (Guardian) to provide physical care to and supervision of this dog subject to the terms of this agreement.

This dog is potential breeding stock and is to be used as breeding stock *exclusively* by Pine Knob Labradoodles LLC. Her estimated value is $10,000. Under *no* circumstances is this dog to be bred by anyone *other than* Jeff or Ruth Finnegan of Pine Knob Labradoodles LLC.

Pine Knob Labradoodles LLC intends to use this dog as a breeding dog provided that she passes all health testing (determined by breeder) and continues to grow and develop into a dog that is deemed suitable for our breeding program. Usually, the dog will be bred around 18-20 months of age, possibly 6-8 months later, and approximately every year thereafter until the dog is 8 years old; at which time, the dog will be spayed.

Pine Knob Labradoodles LLC retains the right to determine when this dog is bred for potential litters. The guardians will make the dog available to breeder when needed (determined by breeder) and will notify the breeder during times of absence for travel and vacations.

If Pine Knob Labradoodles makes the decision not to breed this dog then the dog must be spayed immediately. Guardian will cover the cost of spay. Ownership of the dog will then be turned over to the guardian once proof of spaying has been given to Pine Knob Labradoodles LLC.

The dog is to be trained and earn the Canine Good Citizen title by the time she is 12 months old. A description of the test can be found at [www.akc.org/events/cgc/training\_testing.cfm](http://www.akc.org/events/cgc/training_testing.cfm).

1.  **DEFINITIONS:** Th**e** words and phrases used in this Agreement shall have their usual and customary meaning unless specifically defined.

The following terms are specifically defined:

a. Guardian family- person or persons overseeing the physical care, supervision and training of the Australian Labradoodle dog mentioned above.

b. Sick visits- visits to the veterinarian occasioned by illness or injury to the dog.

c. Well visits- Normal and routine visits to the veterinarian to monitor the health of the dog, which visits are not occasioned by illness or injury to the dog. Such visits include by are not limited to visits for immunizations, heartworm medication, flea and tick medication, and routine worming.

The parties mentioned above intend to be legally bound and agree as follows:

1. **Ownership**: Ownership and all right title in interest to the dog shall remain with Pine Knob Labradoodles LLC until such time that a written transfer of ownership is provided to the Guardian. Likewise, any puppies whelped by this dog shall be the sole and separate property of Pine Knob Labradoodles LLC and Guardian shall have no ownership interest or possession rights to any such puppies.

2. **Possession**: Upon the execution of this Agreement, Pine Knob Labradoodles LLC will 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. **BREEDERS 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 nutritional and dietary guidelines for the dog,

b. Designate the veterinarian selected by Breeder or approve the veterinarian chosen by the Guardian, to provide veterinary care to the dog.

c. When time for whelping, take possession of the dog from Guardian and provide care to and supervision of the dog until the weaning process is completed, at which time, the dog will be returned to the possession of the Guardian.

d. Pay for all veterinary expenses and health testing associated with the breeding of this dog.

e. Visit the residence of Guardian at least two (2) times each calendar year to discuss with Guardian any and all issues concerning the care and supervision of the dog if needed.

f. Provide instruction and guidance on grooming needs of the dog should the Guardian desire to provide grooming themselves. Guardian is welcome to use the services of a professional groomer if so desired.

4. **GUARDIAN’S OBLIGATIONS**: During the time that the dog remains in the possession of Guardian and during the term of this Agreement, Guardian shall:

a. Safely confine the dog by using a traditional fence, electronic fence (such as Pet Safe) maintained in working order, or other methods of confinement mutually agreed to with the Breeder.

b. Provide supervised restraint with use of a leash at all times when the dog is off property.

c. Provide adequate exercise for the dog on a daily basis.

d. Comply with breeder’s nutritional and dietary guidelines and pay all costs and expenses associated with feeding the dog. To ensure the health of our dogs, we require that all of our breeding stock be fed solely with Life’s Abundance brand products.

e. Schedule and pay for all veterinary appointments (other than those associated with breeding which will be covered by Breeder) and provide routine medical care including heartworm medication, tick and flea prevention appropriate for a breeding dog (e.g. Front Line).

f. Use the services of the agreed upon veterinarian unless an emergency situation dictates otherwise.

g. Notify Breeder of scheduled vacations or other absences from the area which may occur. Make certain that the dog is available/ accessible for breeding purposes at all times.

h. Maintain a principal place of residence within approximately 30 minutes of Pine Knob Labradoodles LLC, and notify breeder of any change of address, telephone number, or email address.

i. Maintain the dog’s coat to ensure that she is properly groomed and free of excessive matting.

j. To provide a tick free environment to the best of their abilities, keeping the area to which the dog has daily access, free from brush, tall grass, and excessive leaves that can harbor, tick infestations and disease.

k. To fully train the dog and obtain a Canine Good Citizen award by the time the dog is 15 months old.

5. **REMOVAL OF DOG**: Pine Knob Labradoodles LLC may permanently remove the dog from the possession of Guardian if Guardian does not comply with the terms of this agreement or if anything else arises that is not specifically addressed in this contract but puts the dog in danger, at health risk, or limits availability to the breeder then the breeder has the right to removal of the dog. Breeder agrees to consult with Guardian before permanently removing the dog from Guardian’s possession unless, in the judgment of the Breeder, the dog must be immediately removed from the possession of the 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 to time to comply with Breeder’s requirements for maintaining the health, welfare or safety of the dog before permanently removing the dog from Guardian’s possession.

6. **DEATH OF DOG**: Should the dog die from natural or accidental causes this Agreement shall terminate upon that date and neither party shall have any further obligation to the other party.

7. **TRANSFER OF OWNERSHIP**: When Breeder, in the sole and absolute discretion of Breeder, determines that the dog shall no longer be used for breeding purposes (provided that she has been used for breeding), the dog will be spayed and Breeder shall transfer ownership of the dog to the Guardian once documentation of neutering as been provided.

8. **RETURN OF DOG**: During the term of this Agreement, Guardian may permanently return the dog to Breeder for any reason.

 9. **INDEMNITY**: 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 the possession of Guardian.

10. **GOVERNING LAW**: This Agreement shall be governed by and construed in accordance with the laws of the State of MD.

**IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed this Agreement on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_For Pine Knob Labradoodles LLC**

**Jeff Finnegan**

**Guardian(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(print) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(sign)**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(print) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(sign) (Please sign here and initial each page.)**

**Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Contact numbers: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**