

## Guardian Agreement—Male

Cherry Lane Labradoodles

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

The dog subject to this Agreement is identified as follows:

Microchip Number:

Sex: Male Entire

Color:

WALA Registered Name:

Date of Birth:

Sire:

Dam:

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. Breeder shall solely have exclusive rights using Stud for natural breeding and/or sperm collection. Guardian does not have rights to use Stud for any breeding purposes.
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 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—this may be for a period of several hours or days;
  - e. 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 the Guardian's home or fenced 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 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 NuVet vitamin supplement—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 dog in a labradoodle groom as defined by Breeder—Guardian understands that it is critical for Breeder's business that dog be appropriately maintained and groomed;
  - g. Make the dog available 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. 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—care protocol and/or brand to be approved by Breeder. Under no circumstance is Trifexis, Comfortis, Bravecto, Nexgard, Simparica, or similar to be used.);
  - i. 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 and allow no medication to be administered to dog before consulting with Breeder;
  - j. Use only the services of the veterinarian selected or approved by Breeder unless an emergency situation dictates otherwise;
  - k. Schedule and pay for boarding expenses that may be necessary, only at a boarding facility approved by Breeder. It is preferred that care be in the Guardian home or with private care providers approved by Breeder. Guardian will advise Breeder of the arrangements made for housing Stud as well as provide contact information for the persons watching Stud and will issue a release for Breeder to obtain the dog if required;
  - l. Guardian agrees to make Stud available for breeding with or without several days notice and will notify Breeder of scheduled vacations or other absences from the area. Guardian agrees to consult with Breeder to discuss vacations or planned absences where Stud will accompany Guardian to ensure these times will not interfere with planned breedings with Stud. Written approval (email ok) by Breeder is necessary prior to Guardian taking Stud out of the area.
  - m. Maintain a principal place of residence within three-hour drive 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 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 dog from Guardian's possession unless, in the judgment of the 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 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.
8. *Transfer of Ownership.* Breeder shall limit this contract to five years from the time Stud has sired his first litter (litter date of birth). 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 \$\_\_\_\_\_ at which time Breeder shall neuter 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 sired, 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 neuter 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.
10. *Severability.* Should any part of the Agreement be rendered or declared invalid by a court of competent jurisdiction, such invalidation of that portion will 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 neutered;
  - 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 uses Stud to sire any 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. This Guardian agreement is effective \_\_\_\_\_.

Guardian: \_\_\_\_\_

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

Breeder: \_\_\_\_\_

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