



GUARDIAN-HOME PROGRAM AGREEMENT

This agreement (this "Agreement"), dated _____, 20__, is entered into as part of our Guardian-Home Program and is between:

<u>Owner:</u>		<u>Guardian Family:</u>	
Name:	E. Ann Green	Name:	_____
Address:	_____	Address:	_____
	_____		_____
Phone:	(____) _____-_____	Phone:	(____) _____-_____

in connection with the following Labradoodle dog: *Evergreen Manor's* _____, sired by _____, color _____, microchip # _____ (the "Dog").

Welcome to our Program!

We are breeders engaged in breeding Labradoodle dogs. Our dogs are considered beloved members of our family. 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 act as a guardian for a Labradoodle dog that is either a female potential breeder or proven breeder or a male potential breeder or proven breeder, subject to the terms of this Agreement.

The following will acquaint you with the Guardian-Home Program, including our requirements for guardian families while the Dog is a part of the breeding program ("Breeder"), the obligations we will assume as Owner, and how the Dog will become a permanent member of your family.

Benefits of the Guardian-Home Program:

To the Guardian Family:

- The Dog is "pick of the litter" with an estimated value of \$10,000 to \$15,000.
- Your initial costs (\$500) are a fraction of the full value of the Dog.
- *Evergreen Manor* will pay all vet costs for health testing associated with the breeding of the Dog.



- You will receive enjoyment from having the Dog as a part of your family and seeing its offspring.
- You will receive financial remuneration in connection with the breeding of the Dog.

To the Dog:

- Unlike many breeding dogs, the Dog will not need to be kenneled.
- As part of your family, the Dog will live in a loving environment and be well-socialized.
- The Dog will not need to be re-homed as an adult after retiring as a Breeder.

Initial Obligations of Guardian Family:

In order to be considered for the Guardian-Home Program, we require that you:

1. Live within fifty (50) miles of *Evergreen Manor* while the Dog is a Breeder.
2. Own your own home.
3. Have physical fencing to provide a safe and secure environment for the Dog.
4. Have reliable transportation and willingness to bring the Dog to us when needed throughout the year for breeding purposes (i.e., testing, breeding, litters, etc.).
5. Maintain open lines of communication with *Evergreen Manor* concerning any matter related to the Dog.

Ownership:

Ownership and all right, title and interest in the Dog shall remain with Owner. If the Dog is a female, any puppies born to the Dog shall be the sole property of Owner and the Guardian Family shall have no ownership interest of possession rights to any such puppy. If the Dog is a male, all semen shall be the sole property of Owner and the Guardian Family shall have no ownership interest of possession rights to any use of semen. The Dog shall be used as breeding stock exclusively by *Evergreen Manor* and under no circumstances shall be bred to anyone other than as directed by *Evergreen Manor*.

After the Dog ceases to be a Breeder, Owner shall, by written evidence of transfer, assign and transfer ownership of the Dog to the Guardian Family.

Possession:

General:

Upon the execution of this Agreement, Owner shall transfer possession of the Dog to the Guardian Family. The Guardian Family shall retain possession of the Dog during this Agreement, subject to its obligations to return possession of the Dog for breeding purposes, and



shall provide physical care to and supervision of the Dog subject to the terms and conditions of this Agreement.

Owner's Possession for Breeding:

- **Female:** Owner requires access to a female breeding dog for reasons including, but not limited to:
 - Progesterone testing (to assess optimal time of ovulation and breeding—possibly two (2) visits)
 - Veterinary appointments (to monitor pregnancy—possibly two (2) visits)
 - Breeding (three (3) days total)
 - Whelping (five (5) days prior to due date and up until the puppies are weaned at approximately 6-7 weeks of age)
- **Male:** For each breeding event Owner requires access to a male breeding dog two separate occasions, 48 hours apart. Occasionally a third breeding is necessary. Guardian shall be responsible for bringing the male breeder to Owner for breeding purposes.

The Guardian Family shall not transfer possession of the Dog to any person without the prior written consent of Owner.

Owner's Obligations.

During this Agreement, Owner shall:

1. Provide the Guardian Family with instructions concerning:
 - Nutritional and Dietary guidelines
 - Preventative health care
 - Reproductive cycle of a female dog (i.e., what to look for, what to expect, etc.)
 - Training
 - Grooming
2. Cover all veterinary expenses and health testing associated with the breeding of the Dog.
3. If a female, take possession of the Dog from Guardian Family for purposes of whelping and care of puppies (approximately 7-8 weeks).
4. 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.
5. Provide the Guardian Family with remuneration in connection with the breeding of the Dog, as provided on Exhibit A.

Guardian Family's Obligations.

During this Agreement, Guardian Family shall:

1. Raise the Dog as an indoor dog, never to dwell outside.



2. Never leave the Dog alone at home for an extended period of time.
3. Safely contain the Dog in the yard using a traditional fence.
4. Comply with Owner's nutritional and dietary guidelines and pay all costs and expenses associated with feeding the Dog.
5. Provide the Dog with regular exercise and socialization.
6. Provide the Owner with the name of a veterinarian, which shall be approved by Owner, and inform the veterinarian of Owner's ownership of the Dog to allow Owner to speak to the veterinarian at any time.
7. Schedule and pay for all veterinary appointments (other than those associated with breeding, which will be covered by Owner) and provide routine medical care appropriate for a breeding dog.
8. Provide basic training, attending at least two sessions of obedience training, at your cost, beginning no later than six (6) months of age.
9. Keep the Dog properly groomed, with care given to matting, ears and claws.
10. Make certain that the Dog is available for breeding purposes.
11. Notify Owner of planned vacations and change of address, phone or e-mail.

Termination of Agreement:

This Agreement shall terminate upon the occurrence of any of the following:

1. Immediately, upon the transfer of ownership of the Dog to the Guardian Family.
2. Immediately, upon Owner's determination that the Guardian Family is non-compliant with the terms of this Agreement and such non-compliance poses significant risk to the health, welfare and safety of the Dog, at which time possession of the Dog returns to the Owner.
3. With reasonable notice to the Guardian Family, upon Owner's determination that the Guardian Family is non-compliant with the terms of this Agreement and such non-compliance does not pose significant risk to the health, welfare and safety of the Dog and is not cured within a reasonable amount of time.
4. Immediately, upon the death of the Dog from natural or accidental causes.
5. Immediately, upon the Guardian Family's permanent return of the Dog to Owner for any reason.

Indemnity:

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

[Signatures on next page]



IN WITNESS HEREOF, the parties have executed this Agreement as of the date written above.

OWNER:

E. Ann Green

GUARDIAN FAMILY:

Name:



Exhibit A

Remuneration