**Guardian Home Agreement**

This agreement (“**Guardian Home Agreement”**), dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ (the “**Effective Date”**), is between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Breeder”**), and \_\_\_\_\_\_\_\_ \_\_\_\_\_\_ (“**Guardian”**). The subject of this Agreement is the guardianship of the below-described dog (**“Dog” or “Puppy”**).

* **AKC REGISTERED NAME:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* **AKC REGISTERED NUMBER:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* **SEX:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* **DATE OF BIRTH:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* **MICROCHIP #:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Breeder and Guardian agree as follows:

1. **Ownership.** Ownership and all right, title, and interest of the dog shall remain with Breeder until Breeder (at its sole discretion) transfers ownership of the dog to Guardian. Any puppies born to a female dog shall be the sole and separate property of Breeder and Guardian shall have no ownership interest or right to possess any such puppies. Any semen from a male dog shall be the sole and separate property of Breeder and Guardian shall have no ownership interest or right to possess or use any of such semen.
2. **Possession.** Upon execution of this Agreement, Breeder shall transfer possession of the dog to 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 and Rights.** During the time the dog remains in the possession of the Guardian, and during the term of this Agreement, Breeder shall:

	1. Dietary Guidelines. Guardian will feed the dog in accordance with Veterinary guidance and approval regarding the brand, type, and amount of food. Any changes will be discussed with the Breeder and may require approval from a secondary Veterinarian of the Breeder’s choice.
	2. Designated Veterinarian.The Guardian may choose any vet of their choice for while the puppy is under their care. They will notify the Breeder of the initial Veterinarian they plan on taking the dog to before picking the dog up from the Breeder’s residence. If they take the dog to any other Veterinarian they must alert the Breeder within 48 hours. All Vet Records for this dog must have the Breeder listed as the Co-Owner and must be sent to the Breeder within 48 hours of the appointment.
	3. Female Dog. If the dog is a female, provide (i) information to Guardian relating to her proestrus so that Guardian can uphold its obligation to recognize when the dog reaches proestrus and immediately notify Breeder and (ii) approximate dates when the dog is anticipated to reach proestrus.
	4. Breeding/Semen Collection. When it is time for breeding or semen collection, the Breeder has the right to take possession of the dog from Guardian until the process is completed at which time the dog will be returned to Guardian’s possession. This can last up to 10 days for each female he is bred to.
	5. Possession. If the dog is a female, have the right to take possession of the dog approximately 5 to 12 days prior to whelping and provide care and supervision of the dog until weaning of her puppies is complete.
	6. Visitation Rights. Have the right to (i) visit Guardian’s residence at least two times in each calendar year (at times that are mutually agreed upon by Breeder and Guardian), (ii) visit Guardian’s residence once each calendar year without prior notice (between the hours of 2pm and 5pm), and (iii) request additional visiting times, which Guardian will agree to so long as Breeder provides advance notice and has a reasonable basis for requesting such additional visits.
	7. Expenses. Be responsible for payment of all veterinary care related to breeding, whelping, and weaning the dog.
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:
	1. Proper Care.Provide good and proper care of the dog. Such care includes, but is not limited to (i) safely confining the dog by using a traditional fence and restraining the dog by using a leash whenever outside the Guardian’s house or yard, especially during proestrus and estrus, (ii) maintaining the dog at a healthy weight, including by providing the dog with adequate exercise on a daily basis (but not over exercising the dog) and (iii) providing basic obedience training for the dog. Guardian further agrees not to have intact male and female dogs living in the same home.
	2. Preventative Healthcare; Dietary Guidelines. Follow Breeder’s instructions regarding preventative health care and dietary guidelines and pay all costs and expenses associated with feeding the dog. Guardian must consult Breeder and obtain Breeder’s approval before any change in diet or supplements are implemented.
	3. Training. Guardian will use only positive reinforcement for training the dog and never hit, abuse, or use harsh disciplines on the dog. Guardian will train the dog basic commands such as sit, lay down, stand, and stay. As well as loose leash walking. If the dog pulls on the leash occasionally but is easily redirected and stops pulling on command, this is an acceptable behavior that the Breeder can handle. If the dog continuously pulls on the leash to the point where it chokes itself or drags the Breeder or shows any aggression towards people or other dogs, the Guardian will be responsible for providing professional training until the problems are resolved or diluted to an acceptable level according to the Trainer and Breeder. If the problems persist beyond six months after the dog turns two years old, the Breeder will choose a new trainer for the dog and set a schedule for the dog to be trained at the expense and time of the Guardian. This ensures dog is well mannered for the Veterinarians and the Breeder to handle.
	4. Veterinary Appointments.
		1. Pay for veterinary appointments and expenses, including but not limited to annual inoculations, rabies vaccine, Bordatella vaccine, all Veterinarian required/recommended vaccinations, and annual fecal and heartworm tests.
		2. Administer and pay for flea, tick, and heartworm medications as needed and as approved, and only as approved and required by Breeder. Guardian must provide Breeder with dates of preventative treatments when the dog is returned to Breeder prior to whelping.
		3. Promptly notify Breeder at the first sign of any illness or at time of any injury and pay for any veterinary visits due to such illness or injury while in Guardian’s care.
		4. If the dog is a female, Guardian will take her to the Designated Veterinarian at the first sign of proestrus for a Brucellosis (blood) test each time the dog comes into heat and will be responsible for all related expenses.
		5. Only use the services of the Designated Veterinarian, unless otherwise approved by Breeder or changed and notified the Breeder within 48 hours afterwards. Guardian must designate Breeder as the dog’s co-owner in all records with the Designated Veterinarian (or other veterinarian) and ensure Breeder has complete access to all of the dog’s medical information;
		6. If the dog is a female, Guardian will deliver and pick up the dog from Breeder upon Breeder’s request for vet appointments, breeding, and/or whelping purposes.
	5. Vacation/Absences. Notify Breeder at least 7 days in advance of any scheduled vacations or other absences from the Guardian’s primary residence (set forth below) that may coincide with breeding times. If prior notice is not possible (i.e., in the case of an emergency), Guardian shall notify Breeder as promptly as possible. Guardian shall schedule and pay for all related boarding expenses for the dog and will only use a boarding facility that is previously approved by Breeder. Breeder may elect to watch the dog during the absence to use for extra breedings during that time.
	6. Residence. At all times maintain a primary residence at which the dog will be kept that is (i) within two hours by car from Breeder’s primary residence (set forth below) if the dog is a female and (ii) within 90 minutes by car from Breeder’s primary residence if the dog is male. If either party moves further from this distance they will be required to complete the process of setting up transportation and paying for transportation as needed for breedings, health testings, etc.
	7. Grooming. Provide grooming and basic coat care for the dog at least every 2 months by a licensed groomer or Guardian may provide directly appropriate grooming so long as a healthy coat is maintained.
	8. Insurance. Guardian will maintain accident/illness insurance coverage for the dog while in Guardian’s care unless waived by Breeder in writing.
5. **Ongoing Communications.**  Both parties agree to promptly notify the other of any change of address, email or phone number.
6. **Removal of Dog.** If Guardian violates any of the terms of this Agreement, Breeder may remove the dog from Guardian’s possession and this Agreement will immediately terminate.
7. **Death of Dog in Guardian’s Possession.** Guardian will, upon the natural or accidental death of the dog, promptly (within 1 hour) notify Breeder of the particulars of the animal’s death. The Guardian will provide proof of death by the Designated Veterinarian checking the microchip or Breeder seeing the dog. If the cause of death is unclear, Guardian agrees to necropsy the dog and provide the resulting report to the Breeder. If the death of the dog was due to natural causes, this Agreement shall immediately terminate and neither party shall have any further obligation to the other party. If the death of the dog was due to Guardian’s negligence, Guardian will pay Breeder a sum of $\_1000\_\_\_\_\_\_\_\_\_ in cash within thirty (30) days of the dog’s death. Negligence, as used herein, includes, but is not limited to, the following:
	1. Failure to contain or supervise the dog in a responsible manner;
	2. Leaving the dog unattended in a vehicle if the outdoor temperature is over 65° Fahrenheit;
	3. Theft of the dog due to a lack of supervision; and
	4. Allowing the dog to become excessively overweight and/or underweight.
8. **Death of Dog in Breeder’s Possession.** If the dog dies from natural, accidental, or other causes while in Breeder’s possession, this Agreement shall immediately terminate and neither party shall have any further obligation to the other party. If the death of the dog is caused by the reasons listed under section 7 section a-d in the Breeder’s possession, the breeder will offer a puppy as a pet only for replacement from the next litter with availability. The Guardian will pay 50% of the discounted amount between what they paid for the guardian home versus what it would have cost for a pet home originally. (If the discount was $1000 off then the whole purchase price for the new dog will be $500)

1. **Transfer of Ownership - Proven Breeder or Proven Sire.** When Breeder, in its sole and absolute discretion, determines that the dog, either a proven breeder or proven sire, shall no longer be used for breeding purposes, Breeder shall transfer ownership to Guardian at no cost to Guardian.
	1. If the dog is a female, Breeder is entitled to a total of 4 litters prior to the dog reaching 6 years of age (with each litter to consist of at least 3 live puppies). If the total yield of puppies is less than 2 live puppies, Breeder will be entitled, at Breeder’s option, to exceed 4 litters.
	2. If the dog is a male, Guardian agrees the dog may be used for breeding until the age of 6 years. The dog will be bred no more than 5 times per year unless agreed upon by the Guardian. The Breeder will pay the Guardian $100 for each breeding, except the first two breedings. Additionally, if any breedings result in less than 3 alive puppies, the Guardian will not be paid for those breedings. The payment will be transferred to the Guardian within 3 days of the Breeder being made aware of 3 or more alive puppies being born.
	3. Breeder may, at Breeder’s sole option, spay or neuter the dog prior to transferring ownership to Guardian, and the costs related to such initial spaying or neutering shall be paid by the Breeder. If the Guardian wants the neuter done by their Veterinarian rather than the Veterinarian chosen by the Breeder, the Guardian will pay the difference in price if the quoted price is higher than the Breeder’s Veterinarian. Once the spaying or neutering is complete, any follow up appointments for checkups, complications, or anything related to the spay or neuter, will be the sole responsibility of the Guardian to schedule, pay for, etc.. Breeder will transfer ownership of the dog to the Guardian within 30 days of the dog being spayed/neutered.
2. **Transfer of Ownership - Potential Breeder or Potential Sire.** If, at any time before the dog turns 30 months old or all genetic and OFA tests recommended by the OFA are complete (whichever is later), Breeder determines, in Breeder’s sole discretion, that the dog is unable to be utilized for breeding purposes, Breeder shall offer to transfer ownership of the dog to Guardian with no additional charge from the Guardian to the Breeder. However, the Guardian will be required to pay all costs to spay or neuter the dog within 90 days of notification of the dog not being used for breeding. If the dog is not spayed or neutered within this timeframe the Breeder reserves the right to take back the dog.

1. **Violations Payment to Breeder.** In addition to any other remedies that may be available to Breeder in an action in equity and/or at law, Guardian will be subject to, and hereby agrees to pay, as a penalty, the sum of $[\_\_5,000\_\_\_\_\_] (the “**Penalty Amount**”) for any of the following enumerated violations of this contract:
	1. Guardian has the dog spayed or neutered without Breeder’s express written consent;
	2. Guardian acts intentionally or willfully and wantonly with reckless disregard for the dog’s welfare that results in injury to the dog that prevents the dog from breeding or results in the dog’s death;
	3. Guardian absconds with the dog or ceases communication with Breeder; or
	4. Guardian allows the dog to breed or be bred without Breeder’s express written consent (each such occurrence shall subject Guardian to the Penalty Amount for females and half the Penalty amount for males).
2. **Indemnity; Attorneys Fees.** Guardian agrees to indemnify and hold harmless the Breeder from and against all claims, liabilities, losses, costs, damages (including costs and reasonable attorney’s fees) incurred as a result of claims made by third parties against Breeder arising out of, or incident to, Guardian’s possession of the dog.
3. **Confidentiality of Disputes; Possession.**  Guardian and Breeder agree, that in the event of a dispute between them, neither will publish or communicate the existence or content of such dispute in any media or forum, including social media, provided that this provision shall not prevent either party from bringing legal action or engaging in confidential mediation. In the event that a dispute occurs, Breeder will have the right, at Breeder’s election, as owner of the dog, to possess the dog during the resolution of such dispute.
4. **Agreement to Mediate.** If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.
5. **Inability to Fulfill Agreement.** Both parties acknowledge and agree that unforeseen circumstances may arise in which it becomes impossible for Guardian to uphold Guardian’s future obligations under this Agreement. In such circumstances, Guardian must immediately notify Breeder and provide a detailed, written statement of the circumstances that render future performance impossible. Upon receipt of Guardian’s written statement, Breeder shall have the right to take full possession of the dog. If Breeder does take possession of the dog pursuant to this section, Guardian will not be entitled to any compensation from Breeder nor be obligated for any future care of the dog but shall not be absolved or released from any past violations of this Agreement nor damages sustained by Breeder as a result thereof.
6. **Governing Law.** This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by and construed in accordance with the laws of the State of Colorado without regard to the conflicts of laws provisions thereof.
7. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior or contemporaneous agreements, negotiations, discussions and understandings, written or oral, between the parties with respect to such subject matter. Neither party may assign, transfer, or subcontract any obligations (or rights) under this Agreement without the prior written consent of the other party. No changes, modifications or waivers to this Agreement will be effective unless in writing and signed by both parties. In the event that any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement may be executed in any number of counterparts and such counterparts together shall constitute the same instrument. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

**IN WITNESS WHEREOF**, Breeder and Guardian have executed this Agreement effective as of the Effective Date.

**BREEDER: GUARDIAN:**

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_