Keepsake Goldendoodles

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**GUARDIAN HOME AGREEMENT**

This Agreement “Agreement” is by and between Keepsake Goldendoodles (“Breeder”) and\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (“Guardian”).

Breeder is the owner of  **,** described as a **MALE** Goldendoole, in color, Microchip with a date of birth of or around  (“Dog”).

1. Breeder shall provide Dog to Guardian to live with and be cared for by Guardian until Dog’s 7th Birthday, or until this Agreement is terminated in writing by one of the parties as outlined below in this Agreement. During the term of this Agreement, ***Dog is the property of and owned by Breeder and Breeder maintains full and exclusive breeding rights to Dog.***
2. GUARDIAN OBLIGATIONS:

**Guardian shall and agrees to:**

* 1. return Breeder’s calls/texts/emails/messages within 36 hours of contact.
	2. be responsible for arranging and the expense of all routine feeding, boarding, grooming, worming, heartworm/flea prevention, vaccines and veterinary care, except Breeder will be responsible for all expenses directly related to the breeding and health screening for breeding associated with Dog,
	3. timely provide documentation evidencing annual exams, vaccinations, deworming, all veterinarian records and flea/tick prevention.
	4. seek prompt veterinary care in the event of injury or illness to Dog.
	5. promptly, and no later than within 36 hours, notify Breeder of any illness or injury involving Dog.
	6. obtain prior written approval from Breeder before any elective/non-emergency procedure is performed on Dog.
	7. only use topical flea/tick medications. Oral flea/tick medications shall not be used.
	8. properly maintain, contain, train and care for Dog using methods approved by Breeder.
	9. exercise Dog appropriately and follow Breeder’s nutritional guidelines, including, but not limited to, ensuring Dog does not become overweight, and feeding Dog **FROMM’S “Pink” Gold (Puppy) and then Black Gold (Adult)**, unless otherwise instructed by Breeder in writing to use an alternative food**.**
	10. not use rawhide treats. “Bullysticks” are acceptable after Dog is 6 months of age.
	11. update Breeder on Dog’s development and growth, including provide photographs.
	12. Dog must be trained to sit stay, down stay, come when called, walk on a loose leash and be well mannered around other dogs, adults and children of all ages.
	13. provide to Breeder copies of all class and training certificates earned by Dog, if any.
	14. acclimate Dog to new environments such as parks and other family members’/friend’s homes.
	15. keep Dog crate trained for the duration of this Agreement.
	16. maintain residence no more than 90 minutes (90) minutes from Beachwood, Ohio.
	17. either have a yard with a fence high enough that no canine can enter or exit on its own, or keep Dog on a leash and supervised by Guardian, or a designee of Guardian that is at least 12 years of age, at all times when outside.
	18. regularly brush and comb Dog, and have Dog professionally groomed within four (4) weeks of Dog’s last professional groom. In the alternative, Breeder will groom dog at no charge during the term of this Agreement.
	19. notify breeder of any vacations and/or planned absences. Guardian must obtain, in advance, Breeder’s approval of, and Guardian must provide to Breeder all contact information for, any person caring for Dog in Guardian’s absence.
	20. provide transportation of Dog to and from Breeder for breeding, health testing purposes or planned visitations as outlined in “u.” below.
	21. allow Dog to visit Breeder’s home, if and as requested by Breeder, but no more than every three months, and for no more than 72 hours each visit. This does not include visits for purposes of Breeding as outlined in Paragraph 3, BREEDING, below.
	22. not use any national “chains”, including but not limited to, PetCo, PetsMart, Pet People or Pet Supplies Plus, for grooming, veterinary care or training.

**A failure to meet any individual or combination of a. – v. above shall result in a termination of Agreement, and Guardian shall immediately, upon request of Breeder, return Dog to Breeder.**

1. BREEDING
	1. Guardian shall not use Dog or permit Dog to be used for breeding other than by Breeder or Breeder’s designee.
	2. Guardian shall not keep in Guardian’s home, at any time, any intact male or female canine, other than Dog, without Breeder’s prior express written approval.
	3. Guardian shall work with Breeder in scheduling/accommodating any appointments necessary for Dog.
	4. In the event Dog is male:
		1. Guardian shall transport Dog to Breeder, upon Breeder’s request, and permit Breeder to keep Guardian Dog *up to* three (3) nights/(4) days per occurrence, for purposes of breeding. In the alternative, Guardian may transport Dog to Breeder for four consecutive days, at times agreed upon mutually with Breeder.
		2. Guardian shall transport Dog to Breeder, or upon agreement with Breeder, to Breeder’s veterinarian for purposes of health testing and screening of Dog for breeding purposes.
		3. Breeder shall pay all costs associated with health testing and screening, or any procedure related to Dog being used for breeding purposes.
	5. If Dog is female:
		1. Guardian shall transport Dog to Breeder, or upon agreement with Breeder, to Breeder’s veterinarian for purposes of any and all health testing and screening of Dog for breeding purposes.
		2. Guardian shall notify Breeder the first day Dog is in heat/comes in season. Guardian represents that Guardian is aware of the meaning of this term as used in this Agreement.
		3. Guardian shall transport Dog to Breeder, upon Breeder’s request, and permit Breeder to keep Guardian Dog *up to* eight (8) nights/(9) days per occurrence, for purposes of testing, and breeding/impregnating while Dog is in heat/season.
		4. Between breeding/impregnating Dog and up to no later than one week before Dog’s expected due date, Guardian shall keep Dog in Guardian’s home.
		5. Guardian will transport Dog to Breeder approximately 4 weeks after Paragraph 3.e.iii., above, for purpose of an ultra-sound and/or X-ray to confirm pregnancy.
		6. Guardian shall transport Dog to Breeder seven (7) days prior to Dog’s expected due date and Dog shall remain with Breeder through whelping and up to six (6) weeks after a litter is born.
		7. Breeder shall pay all costs associated with health testing and screening, any procedure related to Dog’s breeding and whelping of her puppies.
		8. Guardian agrees to re-review, sign and comply with the terms and conditions contained in the Gestation Agreement, attached hereto as Exhibit A and fully incorporated by reference herein.
2. Guardian agrees to permit Breeder to visit Guardian’s home, if necessary or requested by Breeder, up to two (2) times per year to check on the well-being of Dog and Dog’s environment.
3. Breeder maintains sole discretion in all decisions relating to Dog’s breeding, Dog’s visitation with Breeder as outlined in this Agreement, and Dog’s whelping/raising of any and all litters. Specifically, Dog may visit or reside in the home of Robin Knox, Jessica Knox or Mitch Luxenburg during the term of the Agreement and as necessary as outlined in any section above of this Agreement.
4. At the age of five (5) years, or in the event Breeder determines, in Breeder’s sole opinion, that conditions warrant Dog being spayed/neutered prior to Dog reaching the age of five (5), Dog will be spayed/neutered at Guardian’s expense at a veterinarian of Guardian’s choosing. Guardian must arrange and transport Dog for procedure. Upon spay/neuter under this Paragraph, Breeder shall transfer full legal ownership of Dog to Guardian and Agreement shall be deemed cancelled.
5. GROSS NEGLIGENCE AND LIQUIDATED DAMAGES

Guardian and Breeder acknowledge that given the unique characteristics of each canine used for breeding purposes, the impossibility of replacing a specific canine, the expenses associated with procuring and raising a canine for breeding purposes, and the lost profits from not being able to breed a canine, that damages for gross negligence would be difficult to calculate. Accordingly, Guardian agrees to pay Breeder $7,500 as liquated damages, and return Dog, if possible, to Breeder upon Breeder’s request, **in the event of, and only in the event of, *gross negligence***. For purposes of this Agreement, ***gross negligence* is defined as**:

* 1. Failure of Guardian to seek prompt and timely veterinary care for an injury or illness to Dog *that results in* the death of Dog, the permanent disability of Dog, or Dog’s inability to be used for breeding purposes; and/or
	2. Guardian intentionally and/or knowingly ignoring communications from Breeder, or failing to timely respond to Breeder *that results in* a missed breeding; and/or
	3. Failure to prevent Dog from having access to toxic chemicals *that results in* the death of Dog, the permanent disability of Dog, or Dog’s inability to be used for breeding purposes; and/or
	4. Failure to properly contain Dog while traveling in a vehicle (crate or harness), *that results in* the death of Dog, the permanent disability of Dog, or Dog’s inability to be used for breeding purposes; and/or
	5. Failure to properly supervise Dog (examples include, but are not limited to, leaving Dog unattended or exclusively in the care of an individual(s) under the age of 12) that results in theft of Dog, the death of Dog, the permanent disability of Dog, or Dog’s inability to be used for breeding purposes; and/or
	6. Failure to properly and adequately exercise, maintain weight, and care for, Dog *that results in* the death of Dog, the permanent disability of Dog, or Dog’s inability to be used for breeding purposes; and/or
	7. A failure to properly and/or adequately socialize and/or train Dog and such failure *results in* the death of Dog, the permanent disability of Dog, or Dog’s inability to be used for breeding purposes; and/or
	8. Exposing dog to extreme temperatures (such as leaving in a vehicle) *that results in* the death of Dog, the permanent disability of Dog, or Dog’s inability to be used for breeding purposes; and/or
	9. In the event Guardian has Dog spayed or neutered without the prior written consent of Breeder, Guardian shall pay Breeder liquidated damages of $20,000.
	10. In the event Dog dies due to circumstances beyond Guardian’s control, and is not due to gross negligence as defined above, Guardian does not owe any payment to Breeder and this Agreement shall be terminated.
1. Guardian may return Dog at any time for any reason without penalty during the term of this Agreement. This is the only way Guardian may terminate this Agreement.
2. During the term of Agreement, Breeder may terminate Agreement and Guardian shall return Dog to Breeder in the event Breeder, in its sole discretion, determines that it is in the best interest of Dog to discontinue Agreement.
3. A faxed, copied or digital signature of this Agreement shall have the same full force and effect as an original.
4. This document represents the full agreement of the parties. Guardian and Breeder have not relied upon any representations not in this agreement.
5. This agreement shall be interpreted under the laws of the State of Ohio. Should any legal action be necessary, said legal action shall be filed in the appropriate court in Summit County, Ohio. In the event that any legal action is taken to enforce any provision of this contract, said legal action shall be brought in the appropriate court located in Summit County, Ohio.

Guardian’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:

Phone \_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Breeder’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:

 It’s Authorized Representative