

Dreier's Fire Poodles



GUARDIAN CONTRACT

THE PARTIES TO THEIR CONTRACT INCLUDE:

OWNER: **Dreier's Fire Poodles/Raini Dreier** (HEREBY KNOWN AS OWNER)

Olivehurst CA. 95961

530-713-8338(cell)

dreiersfirepoodles@gmail.com (email)

GUARDIAN: _____ (HEREBY KNOWN AS GUARDIAN)

address

Home Phone

Cell Phone

ALTERNATE CONTACT INFORMATION FOR GUARDIAN (TO CONTACT IF UNABLE TO LOCATE GUARDIAN)
PLEASE LIST NAME, ADDRESS, PHONE AND EMAIL

Welcome to our program!

We are breeders engaged in breeding Beautiful AKC Poodles. 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 Poodle 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.

Benefits of the Guardian-Home Program:

- The Dog is “pick of the litter” with an estimated value of \$2,500 to \$5,000.
- Dreier’s Fire Poodles 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.
- 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.

In consideration of the above, each party agrees to the following terms and conditions:

A. PERIOD OF PERFORMANCE OF THE CONTRACT

- 1) The term of the contract is for five (5) years, from the expected date of arrival, _____, 2021, (if female dog, the term continues until DOG has delivered 4 litters.)
- 2) The Owners shall retain all legal and ownership rights to DOG until she/he is relinquished to the Guardian under the terms of this contract.
- 3) Owners shall retain all legal and ownership rights to DOG’s offspring.
- 4) Upon satisfactory completion of this contract, full legal and ownership rights to DOG shall transfer to the Guardian.
- 5) Owners agree that DOG shall ONLY be reclaimed by the Owners, or permanently taken from Guardian, for reasons of significant breach of this contract, specifically under conditions of neglect or abuse, or if the Guardian fails to provide DOG to Owners for breeding purposes as designated in this contract or if Guardian fails to remain in reasonable contact with the Owners.
- 6) The Guardian shall have custody of DOG throughout the term of this contract except as specifically requested by the Owners for breeding purposes or during times of heat cycles. Owners shall respect Guardian's possessory rights as much as practicable during the term of this contract.
- 7) The Guardian shall acquire full and complete custody and ownership rights to DOG at the expiry of this contract, so long as Guardian is not in breach of any of the terms.
- 8) This contract is subject to renegotiation but shall not be revised unless in writing, signed by both parties.

B. DESCRIPTION

1) This contract identifies the terms of ownership and Guardianship of an intact, _____ (gender), _____ (size) puppy, _____ in color, _____ nose and _____ eye coloring, herein known as DOG, also known as _____ (official name), microchip number _____. The value of DOG, as an intact, breeding, at the time of this contract is \$_____. DOG's value as a pet Poodle is \$_____.

C. RIGHTS AND RESPONSIBILITIES OF OWNERS

1) 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 (3-5 days)

• Whelping (five (5) days prior to due date and up until the puppies are weaned at approximately 8 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. Owner's Obligations. During this Agreement, Owner shall: Provide the Guardian Family with instructions concerning:

- Nutritional and Diet
- Reproductive cycle of a female dog (i.e., what to look for, what to expect, etc.)
- Training
- Grooming
- Cover all veterinary expenses and health testing associated with the breeding of the Dog.
- If a female, take possession of the Dog from Guardian Family for purposes of whelping and care of puppies (approximately 7-8 weeks).
- 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

2) Owners have full and complete control over breeding rights and all major decisions concerning DOG until ownership is relinquished to Guardian. Owners agree to consult with Guardian and attempt to do the bidding of the Guardian in matters concerning DOG.

3) Owners assume all risk of injury to DOG, except in circumstances of gross negligence, neglect or abuse by Guardian or while in Guardian's care and control.

4) At satisfactory termination of this contract, Owners shall pay for and arrange spay or neuter of DOG, subject to Guardian's veterinarian's advice.

5) There is no health or genetic warranty provided for DOG from Owners to Guardian, except that Owners agree to relinquish DOG to Guardian in the event that her health or genetic condition makes it inadvisable to breed DOG, for any reason.

6) DOG shall be placed with Guardian and is thereafter provided "as is."

7) In the event that a dispute arises between Dreier's Fire Poodles and any third party, not involving Guardian, Owners agree to settle the dispute in a manner that ensures Guardian's continued right to possession and eventual ownership of DOG whenever possible.

8) Owners shall not withhold permission for reasonable pursuits or accommodations in favor of the Guardian. However, if the desires of the Owners to temporarily possess DOG for breeding purposes conflict with those of the Guardian, the business needs will take precedence. Guardian shall be entitled to accompany DOG to any event, marketing, photo session, testing or other business role where DOG must be removed from the Guardian's home. Guardian shall retain all supervisory rights, subordinate to Owners, if so desired.

9) Owners may ask Guardian to allow potential puppy buyers to meet DOG at a time and place convenient to Guardian. The Guardian may make reasonable arrangements to accommodate such a meeting. Guardian may control the meeting in any way that is comfortable for Guardian and may refuse if Guardian believes that the visit puts Guardian's home, person, family or DOG in any type of risk. Guardian may restrict the time for said meeting and may designate the place.

10) DOG shall remain on leash whenever she is in public, unless she is securely confined within a safe area. This is to preserve the safety of DOG as well as to comply with local leash laws.

11) Owners have the ultimate decision making authority over the health and well being of DOG until this contract terminates. Owners shall, at all times, consider the wishes of the Guardian.

12) Owners shall bear all costs associated with breeding related testing, mating and artificial-insemination (AI).

13) With confirmation of any diagnosed health issue identified as limiting DOG's ability to breed, Owner may promptly spay/neuter and retire DOG and transfer ownership to Guardian. Should Guardian decline possession for any reason, Guardian shall return DOG to Owners and the contract shall terminate with no further obligation to either party.

14) Owners shall not be held liable for any agreements or promises made by Guardian to any other person, entity or group for any promises made regarding DOG.

D. RIGHTS AND RESPONSIBILITIES OF GUARDIAN

1) Guardian shall have physical custody and enjoyment of DOG, subject to conditions identified in this agreement, providing the DOG with regular exercise and socialization.

2) Guardian and Owners shall keep the other party informed with contact information at all times, reporting any change in address, phone numbers, and email addresses.

3) At the expiry of this contract, so long as Guardians are not in breach, Guardian shall obtain full legal and physical custody and ownership of DOG without purchase or obligation to Owners.

4) Guardian agrees to make DOG part of Guardian's daily life and to take him/her with them on outings and vacations, raising the DOG as an indoor dog, not an outside dog.

- 5) Guardian is to take care and to avoid environmental factors that may affect the overall health of DOG: Guardian agrees to refrain from running or jogging with DOG before DOG reaches 18 months of age, Guardian understands that DOG's activities and diet might adversely affect his/her hips and joints, therefore, Guardian agrees to control DOG's food intake to control growth and not allow DOG to excessively run up and down stairs or to play on the stairway, nor play games such as Frisbee (where the DOG is required to jump up and land on his/her hind legs), etc.
- 6) Guardian shall keep DOG healthy and maintain all routine vaccinations and health care advised by Guardian's veterinarian. Owner may make reasonable requests regarding the health and well being of DOG so long as the requests do not unnecessarily impinge on Guardian's freedom of movement with DOG.
- 7) Guardian agrees to take regular photographs of DOG and provide them to Owners, together with status updates regarding DOG's temperament, intellect, training, health and socialization (to be submitted no less than every three months.) All certificates or other documents obtained by Guardian, related to DOG's behavior, training, health, etc. shall be given to Owners and a copy retained by Guardian.
- 8) Guardian agrees to train DOG to be a good canine citizen. No formal requirements or certifications are necessary, with respect to training, except that DOG is to be trained to remain sufficiently calm, well behaved and controllable when in public places and around people, with special care given to children. Since DOG will be representing the Dreier's Fire Poodles, Guardian agrees to keep her well socialized, trained and groomed.
- 9) Guardian agrees to notify Owners when they will be out of the area with DOG for any time exceeding 24 hours. In the event that Guardian shall leave town for more than 24 hours, Guardian must notify the Owner and Owner has the right to approve the temporary caretaking arrangements. Owner shall be notified whenever DOG is not with the Guardian for more than 24 hours and Owner shall be notified how to reach the caretaker. Any caretaker shall be instructed to contact Owner in the event of any medical condition or accident involving DOG or her immediate care and control.
- 10) Guardian agrees to return Owner's reasonable telephone calls or emails within a timely fashion and to respond to all attempts by the Owner to contact Guardian.
- 11) Guardian shall be liable for all regular and customary care and housing of DOG, including, but not limited to affection, grooming, training, registration, licensing, shelter, good quality food, toys, beds, crates and other items incidental to pet ownership. Guardian agrees to respect Owner's wishes concerning diet, exercise, training, grooming and other care for DOG.
- 12) Guardian assumes all responsibility for DOG's behavior and agrees to notify Owner if DOG exhibits behavior that is of concern. In such an event, Guardian and Owner shall revise this contract according to the steps and conditions they deem are proper under the circumstances.
- 13) Guardian agrees that DOG's size and color are not predictable and no promise or warranty regarding size, color, coat appearance, or any physical/behavioral trait is made by the Owners.
- 14) Guardian shall comply with all legal requirements of keeping a DOG and shall not intentionally or negligently place DOG at risk of being apprehended by any animal control official. An exception to this

clause is effective if the local or state law requires spaying/neutering or otherwise altering DOG so as to diminish the value of her/her to Owner. In such an event, Owners shall be contacted and relevant decisions made by the Owner, in consultation with the Guardian.

15) Guardian shall register DOG's microchip, listing the Guardian as primary owner and the Owner as secondary contact. If DOG is not micro-chipped by the date of delivery, Guardian shall consult with her veterinarian to implant a microchip and Owner shall reimburse the cost, up to \$45.

16) Guardian agrees to consult with Owners before making any decisions which have a major affect on the health of DOG or the rights of the Owners.

17) Owners agree that Guardian shall make reasonable decisions regarding the care, training and medical necessities of DOG and that, in the event of an emergency, if Owners are not available and decisions concerning DOG are critical, Guardian have the right to make such decisions, so long as they are made with the goals and intentions of this contract in mind.

18) The parties agree that the first priority in making decisions concerning DOG, shall be in DOG's best interests, health, safety, happiness and comfort. Of equal importance is retaining DOG's value to Owners throughout the contract period.

19) All records of breeding related testing shall be immediately provided to Owner. Guardian shall request that the veterinarian in charge send the testing results to the Owner. Guardian may keep a copy of these records.

20) If DOG should display any sign of illness or injury, Guardian shall notify the owners within a reasonable time. Further, Guardian shall notify Owners, as soon as practicable, upon learning of a medical emergency or serious illness. Owners may require that DOG be evaluated by another veterinarian selected by Owners for treatment or second opinion. Such fees shall be paid for by Owners and travel costs for the Guardian may be reimbursed, where appropriate.

21) Guardian is expected to take reasonable precautions to protect DOG from mistreatment, drowning, being stolen, running away or sustaining injuries. Guardian shall use caution in allowing DOG in public and around children and shall reasonably supervise such activities for the protection of DOG and the children. However, Owner shall not hold Guardian liable for accidental loss, injury or accidents, except in case of Guardian's gross negligence or abuse.

22) Guardian agrees to take reasonable steps to eliminate the risks of accidental breeding of DOG and that Guardian shall not intentionally breed DOG without full disclosure and written consent of Owner and that any accidental breeding shall be immediately reported to Owner.

23) 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, unless relinquished in writing. 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 Dreier's Fire Poodles and under no circumstances shall be bred to anyone other than as directed by Dreier's Fire Poodles.

24) Ownership under this contract is not transferable. If the Guardian declines ownership or wishes to transfer ownership of DOG, for any reason, Owners shall have the first right of refusal. Owners shall have no further obligation to reimburse Guardian for expenses paid on behalf of DOG and this contract shall then terminate.

25) Under no circumstance shall DOG be given to a shelter, rescue organization, or new owner. DOG shall not be used in any form of medical experimentation or scientific research.

26) DOG shall not be euthanized without the express agreement of Owners, except when a compassionate, licensed veterinarian in charge of DOG shall deem the procedure as the only way to relieve DOG's immediate, severe suffering, or her extreme pain or life threatening conditions.

27) Guardian is required to contact Owners to report any significant health, personality, training, temperamental, physical, or other significant issue regarding DOG. Owners are available 24 hours per day, any day of the week.

Specific clause related to guardianship of female dog:

1. Guardian agrees to take extra precaution with DOG when DOG is in heat. Guardian understands that Owner does not desire, nor intend, to breed DOG on her first heat cycle and that no breeding shall take place until all of DOG'S health testing is satisfactorily completed. Guardian agrees to accept Owner's precautionary standards during DOG'S heat cycles, including but not limited to, keeping her indoors and away from others, specifically intact male dogs, unless Owner approves of the activity. Guardian understands that taking DOG out for a walk during this time is discouraged. Guardian is required to notify Owner at the first indication of the beginning of DOG'S heat cycle and to report to Owner daily during that time.

MISCELLANEOUS TERMS AND CONDITIONS

Other than the information, representations and warranties contained in this agreement:

a. No information, representation or warranty other than in this Contract, made by the Owner or the Owner's employees or agents is for the purpose, intention, or knowledge that it would be relied upon by the Guardian

b. No information, representation or warranty other than that contained in this Contract has been relied upon

c. This Contract constitutes the entire agreement between the parties for the Guardianship and subsequent transfer of ownership of DOG and supersedes all previous negotiations and agreements in relation to the transaction.

The parties agree that this Contract was made in the State of California and agree that it shall be governed by and construed in accordance with the laws of the state of California and the parties agree to submit to the jurisdiction of the courts of the State of California for any dispute arising from this Contract or transaction. Venue shall be at Owners choosing. Each party shall bear their own costs of litigation.

The parties agree to good faith, non-binding mediation as a first attempt at dispute resolution, should such action be necessary.

Ownership in DOG shall only pass upon the signing of this Contract and performance of all terms under the Contract.

Owners and Guardian agree to indemnify and to hold each other harmless from any liability, suit or action of any kind arising out of a breach of this Contract except as directed in this document.

STATEMENT OF AGREEMENT

I/We, as the Guardian and Owners of DOG, described in this Contract, do hereby declare that

I/we have read and fully understand and agree with the terms, conditions, and warranties (if any) contained herein.

Owners affirm, to the best of their knowledge, that DOG described in this Contract is the puppy delivered to Guardian. Owners agree to the terms, conditions and warranties (if any) contained herein.

Guardian's Signature: _____

Dated: _____

Name printed _____

Dated: _____

Raini Dreier of Dreier's Fire Poodles