Creekside Kennels Guardian Home Contract

Creekside Kennels – Lisa & Clay Deal

Date of Agreement :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Guardian Home Puppy/Dog’s Name :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dam and Sire Names :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Birthdate :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Microchip Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Guardian Home Family Name(s):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

City :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip Code:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Home Phone :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Place of Employment :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Closest Family not at same address (name and phone) :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Creekside Kennels’ Guardian Home Program grants qualified families/individuals ownership of a breeding female puppy/dog. Creekside Kennels (Breeder) grants Guardian Home Family (Guardian) sole ownership of the dog at the end of the contract period, which will conclude after three or four breeding cycles producing puppies (number of litters to be determined by Breeder, but no more than four litters). Guardian agrees to abide by the terms listed. The only exceptions to the agreement are noted in writing with the Breeder. Guardian Responsibilities and Breeder Obligations are provided below. Guardian’s failure to fulfill these responsibilities will result in termination of the guardianship agreement and Guardian will be required to return the dog to Breeder.

**Guardian Responsibilities**

1. Guardian will provide a home to the dog with a fenced yard and will keep the dog in the fenced yard or on a leash at all times. Guardian will notify Breeder 30 days in advance of change of address or move and must stay in the general vicinity of the first address/city for the agreement to continue. Guardian will notify breeder of vacations or planned absences. Any person care for the dog in the Guardian’s absences must be approved in advance by the breeder. Guardian is responsible to ensure that all persons residing with Guardian and the dog understand and abide by the terms of this contract.
2. Guardian is responsible for properly maintaining, containing, training and caring for the dog using methods approved by the Breeder. This includes feeding Life’s Abundance All Life Stages dog food and Wellness Supplements for the duration of this contract. The dog must be exercised daily and must be trained with basic obedience commands. The dog is not to be left outdoors during extreme weather conditions and will never be chained. The dog will not be fed excessive treats or allowed to become overweight.
3. Guardian will provide and pay for routine veterinary care including sick and well checkups, and will inform Breeder (emailing vet reports and records). Guardian will provide required immunizations boosters, rabies immunization, monthly heartworm preventative, monthly flea/tick preventative treatments and other routine health checkups and treatments. Guardian will maintain dog’s physical appearance with grooming, brushing, de-matting and will keep nails clipped and ears and teeth clean. Guardian will notify breeder of any health concerns, illnesses or accidents. Pup will have had its first vaccinations and microchipping before being sent to Guardian home. Guardian is responsible for completing puppy immunization series and sending records to Breeder.
4. Guardian is responsible for seeking prompt and appropriate veterinary care in the event of injury or illness of the dog. If choices need to be made regarding the type of treatment, these choices must be presented to and made by Breeder unless emergency treatment is required. Guardian will be responsible for veterinary costs and treatment for accidents or injury. If genetic health problems arise (patella, hips, severe heart problems) Guardian will not be responsible for costs to treat these issues. Dogs with severe genetic faults will not be bred and Guardian will have the option to keep or return the dog to Breeder.
5. Guardian will surrender dog to Breeder whenever requested and on occasions such as, but not limited to, breeding, whelping and vet visits. Guardian will meet Breeder half-way to transport dog for breeding and whelping, to deliver and to pick up.
6. Guardian will owe Breeder $500 if the dog dies due to negligence on the part of the guardian. Negligence is defined as (1) failure to responsibly contain or supervise the dog; (2) leaving the dog alone in a vehicle if the outdoor temperature is over 65 degrees; (3) failure to prevent the dog from having access to toxic materials; (4) leaving the dog in the sole care of a person under the age of 14 years; or (5) failure to provide containment of dog while in a moving vehicle. If the dog dies due to accident beyond the control of the guardian, the Guardian will not owe payment to the Breeder. If the dog dies due to non-treatable or genetic health issue, the Guardian will not be held responsible in any way. If the dog disappears during the contract period, the Guardian will owe the Breeder $500.
7. Guardian will check the dog for signs of beginning heat cycles as per instruction by the Breeder. The Guardian will notify Breeder when changes indicating impending heat cycles appear, and Breeder will let Guardian know when to deliver dog for breeding. Guardian must deliver dog to Breeder on the date Breeder specifies. Guardian WILL ENSURE the dog is not allowed contact with any intact male dog and is NOT allowed to breed while in Guardian’s care.
8. For whelping, Guardian will deliver dog to Breeder on date specified by Breeder (approximately 10 days before the litter’s due date) and will pick up dog after the puppies are weaned (when pups are approximately 7 weeks old).
9. Guardian will allow the Breeder 4 successful breedings. A successful breeding is a litter producing more than one puppy.
10. Guardian may return the dog to Breeder at any time, for any reason, and the guardianship agreement will be terminated.

**Breeder Obligations**

1. Breeder will provide written instruction to Guardians regarding nutrition, training and veterinary care, and will be available to answer questions to help Guardian whenever needed
2. Breeder will visit the Guardian home once a year.
3. Breeder will approve Guardian’s choice of veterinarian.
4. Breeder will retain ownership of the dog until the end of the Guardian Home Contract period, which will be after the delivery of four successful litters. At that time, Breeder will pay to have the dog spayed. Legal ownership of the dog will be transferred from Breeder to Guardian at this time.
5. Breeder will be responsible for medical costs resulting from genetic health faults. Dogs with severe faults will not be kept in the breeding program and the contract will be ended. Guardian will be given the option to keep the dog or to return dog to breeder should this occur.
6. If the dog dies while in the Breeder’s care, Breeder will provide, free of charge, a replacement puppy or dog to the Guardian and the Guardianship agreement may either continue or be cancelled, decided by mutual agreement between the Breeder and Guardian.
7. Prior to the end of the contract, if it is determined by the Breeder that it is in the best interest of the Breeder or the dog that the dog be spayed and removed from the breeding program, then legal ownership of the dog will be transferred to the Guardian after spaying.
8. When Guardian picks up the dog to take home after weaning the litter, Breeder will pay the Guardian $500. This payment will be due when Guardian picks up the dog to return home, and Breeder will pay this fee to Guardian for every litter the dog produced under this agreement.

Breeder’s Signatures

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

Lisa Deal, Creekside Kennels (DATE) Clay Deal, Creekside Kennels (DATE)

Guardian’s Signatures

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

 (DATE) (DATE)

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

 NAME NAME