

## FOREVER FAMILY CONTRACT (GUARDIAN HOME)

**Iliana Cantavella**  
**Amazing Sheepies**

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

### **Guardian Home**

Puppy/Dog Name: \_\_\_\_\_

Birthdate: \_\_\_\_\_

### **Guardian Home Family**

Name(s): \_\_\_\_\_ (“Guardian”)

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

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

E-Mail Address: \_\_\_\_\_

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

The intent of this Agreement is to provide Guardian Home with a dog (“Dog) **at no purchase price** in order for Amazing Sheepies (“Breeder”) to use such Dog in its breeding program. If the Dog is a female, any puppies born to the female shall be the sole property of Breeder 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 Breeder and the Guardian family shall have no ownership interest of possession rights to any use of semen.

Ownership of this Dog, \_\_\_\_\_, remains the property of the Breeder for a period stated below:

**Female:** Four years or the completion of up to four litters (“Term”). At the completion of the Term, ownership will transfer to Guardian and Dog will be spayed/neutered at Breeder’s expense.

**Male:** Six years, this can be extended by mutual agreement of Breeder and Guardian (“Term”).

### **Guardian has the responsibility to:**

1. Safely confine Dog by use of physical fence or leash.
2. Raise the Dog as an indoor dog, never to dwell outside. When left at home safely contain the dog indoors.
3. Feed Victor Performance food unless specifically indicated otherwise by the breeder,
  - a. During pregnancy females need additional nutrients and shall be fed a combination of Victor Performance and Ocean Fish, from 3 weeks until end of pregnancy. The amount of food will need to be increased as well and Breeder will coordinate with owner on amount.

4. Provide veterinary care, including but not limited to vaccinations, flea and worm prevention, and other care not related to breeding as well as the following:
  - a. Take Dog to veterinarian if requested by Breeder to confirm pregnancy or number of puppies – Breeder will reimburse Guardian (or pay directly to the vet) these costs.
  - b. In the event the Dog becomes injured or ill while in Guardian's care, Guardian shall contract breeder immediately and be responsible for both emergency and non-emergency care required including follow up treatment Guardian decides they want to incur. However, if an illness is determined to have been caused by any breeding or post-whelp complications, the Breeder will reimburse Guardian the cost of treatment under the following conditions:
    - i. Guardian must inform Breeder immediately (no later than 30 minutes after treatment is sought) of any veterinary care that is expected to exceed \$500, OR any amount of treatment is sought at an emergency clinic
    - ii. Guardian has kept Breeder informed prior to any tests being performed or of any changes in treatment protocol for the duration of the illness.
    - iii. Guardian has allowed Breeder to participate and communicate with the treating vet throughout the treatment process.
    - iv. Guardian has consulted with Breeder throughout the process and allowed Breeder to be involved in any decisions regarding treatment. This includes providing Breeder copies with all veterinary records involved in the treatment.
5. Coordinate getting Dog to breeder upon request within 48-hour notice for breeding purposes, testing, etc. This applies to both males and females.
6. Keep Dog well socialized with other dogs and people of all ages. **VERY IMPORTANT.**
7. Maintain Dog's physical appearance with grooming, brushing, de-matting, and will keep nails clipped and ears clean and plucked.
8. Guardian will provide Breeder with the name, address and telephone numbers for their veterinarian. Guardian will send Breeder copies of all exams and vet records within 48 hours if requested.
9. Guardian may return the Dog to Breeder at any time, for any reason during the Term and the Guardianship Agreement will be terminated.
- 10. For Females:**
  - a. Contact Breeder immediately when female comes into heat. Communicate, cooperate and coordinate with the Breeder regarding testing, mating, whelping, and other breeding related activities.
  - b. Female will stay with Breeder 7-10 days during her heat cycle to be bred.
  - c. Get female to Breeder one week prior to whelping, the girl will come to my home for delivery and care of her pups. Once the pups are weaned (approx. 6-8 weeks depending on female) the female can go back to her Guardian home.

- d. Keep Dog away from intact males while in season.

**11. Male:**

- a. Keep Dog away from females in season to prevent accidental breeding.
- b. Coordinate getting Dog to breeder or to veterinarian for semen collection. For each breeding, Breeder will need Dog for at least a week.

**Liability:**

Prior to transfer of ownership from breeder to Guardian (i.e. if any of the follow occurs before term is expired) and upon the occurrence of any of the following events, Guardian agrees to pay Breeder the sum of \$3,000.00, which represents the fair market value of the Dog. Guardian shall pay the aforementioned to

**Breeder:**

- If Guardian independently and without the expressed written consent of Breeder has the Dog spayed or neutered.
- In the event that something happens to the Dog while in the Guardians' care resulting in his or her death, and the death is found to have been caused by neglect on the part of the Guardian or due to violation of the terms and conditions set forth in the Agreement.
- If the Guardian absconds with the Dog, fails to advise Breeder of any change of address, or ceases communication with Breeder.
- If the Dog disappears during the Term.
- The Dog dies due to negligence on the part of the Guardian. Negligence is defined as: (a) failure to responsibly contain or supervise the Dog; (b) leaving the Dog alone in a vehicle if the outdoor temperature is over 65 degrees; (c) failure to prevent the Dog from having access to toxic materials. IF the Dog dies due to accident beyond the control of Guardian, the Guardian does 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.
- At any time that this Breeder finds non-compliance with this Agreement, contract terminates and possession shall immediately return to Breeder.
- Any legal expenses or other fees incurred by Breeder to enforce any part of this contract shall be sole responsibility of the Guardian and recoverable in the event that Breeder is forced to take legal action to enforce any part of this Agreement.
- Indemnification: Guardian agrees to indemnify and hold harmless the Breeder 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 possession of the Guardian.
- No Financial Responsibility: The Breeder assumes no financial responsibility except as noted above once the Dog has left its custody. Guardian hereby agrees that failure to honor all conditions of this contract can result in the Breeder reclaiming the Dog without compensation to Guardian.

**Breeder Responsibility:**

1. Provide Guardian with a healthy puppy/dog.

2. Pay all veterinarian costs pertaining to reproduction, including all health testing performed (i.e. hip testing, elbow testing, pregnancy x-rays).
3. Pay for spay/neuter at the completion of contract or when Breeder deems the Dog to not be needed for breeding.
4. Provide Dog care support when needed while Dog is in breeding program
5. When Guardian picks up female Dog to take back home after weaning the litter, Breeder will pay Guardian \$150/per live puppy of each litter. There is no payment per puppy for male dogs in the Guardian program.

**Termination of Agreement:**

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

- Immediately, upon the transfer of ownership of the Dog to the Guardian family.
- Immediately, upon Breeder's determination that Guardian 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 returns to the Breeder.
- With reasonable notice to Guardian, upon Breeder's determination that the Guardian 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.
- Immediately, upon the death of the Dog from natural or accidental causes.
- Immediately, upon Guardian's permanent return of the Dog to Breeder for any reason.

I agree that I have read and understand all the obligations and responsibilities set forth in this Agreement without regard to the Guardianship program of Red Rooster Kennels. My signature below represents acceptance of all the terms set forth in this contract.

Breeder Signature : \_\_\_\_\_ Date: \_\_\_\_\_

Ilina Cantavella  
Amazing Sheepies

Guardian Signature : \_\_\_\_\_ Date: \_\_\_\_\_

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