

Classic Heritage Golden Retrievers

Guardian Contract

In order to give our breeding dogs the very best life possible and to limit the impact on our neighbors around us, it is important to limit how many dogs we personally keep. However, we understand in order to breed the highest quality dogs in health and temperament, which is our main goal, we also need to keep, evaluate, and be able to add quality bloodlines to our breeding program. So, how is all of this going to be possible?

For us and many other breeders like us, the solution is a Guardian Program.

Our Guardian Dog program has allowed us to expand our dog breeding program with pride and has helped us to breed the very highest quality golden retriever puppies and still allow some of our dogs to live in an outside home environment.

Our guardian program is an amazing and beneficial program, as we are able to provide you and your family with a lifelong companion at no cost or very reduced cost, since it is a great benefit for us as well!

Dog's Information:

Microchip ID number:

Call Name:

Birth Date:

Sex:

Color: Cream/Light Golden

Guardian Information:

Name(s) (hereinafter "Guardian/Guardian Family"):

Address: _____

Phone Number: _____ **Email Address:** _____

Breeder's Information:

Breeder: Heather Chapin / Classic Heritage Golden Retrievers (hereinafter "Breeder")

Address: 10225 Boom Run Rd, Newcastle, CA. 95658

Phone #: (916)259-3887

Email: heather@classicheritagegoldenretrievers@gmail.com and/or
barkdesk@classicheritagegoldenretrivers.com

1. Ownership

Ownership shall remain with the Breeder until such time that the Breeder shall, by written evidence, transfer ownership of the dog to the Guardian(s). All paperwork, health records, registration, and more will be provided at time of transfer. Likewise, any puppies born to a female dog or any semen from a male dog shall be the sole and separate property of the Breeder and the Guardian(s) shall have no ownership or possession rights to any use of the semen. Upon completion of this Agreement, Breeder shall transfer ownership of the dog to Guardian(s).

2. Breeder Obligations

Breeder will provide written instruction to the Guardian(s) regarding nutrition, training and veterinary care. Breeder is responsible for providing guardian(s) with written dietary guidelines and other instructions for health care of the dog including worming and vaccinations, if applicable.

The Breeder can visit the Guardian home 3 times per year at pre-arranged and agreed upon times. Breeder ultimately has the legal right to approve the choice of the dog's veterinarian. Breeder shall pay for all veterinary expenses as related to breeding and pregnancy related costs. (certification exams, semen collection, whelping expenses, etc.). Breeder will request the services of any Male dog with a minimum of 2 days notice, up to 2 weeks notice and will take possession of the dog at the appropriate time. In the event the breeder needs the dog sooner than 48 hours notice, the breeder will make arrangements to pick up the dog as needed. In the event that dog needs collection of semen/semen shipped/stud services and Guardian is available to help out with said services, Guardian will be paid at \$50.00 per hour for time and consideration (capping at \$250.00 per event)

3. Guardian Obligations

Guardian(s) must provide vet care as needed, at Guardian(s) expense, including the following: regular vaccinations including rabies vaccine (As instructed by breeder), Administer monthly flea, tick and heartworm, medications only as approved by Breeder. Guardian must provide Breeder the dates of treatments & any vet care documentation for Breeder's own records when requested. Guardian(s) may not choose or allow any elective veterinary procedures to be performed on the dog without the written consent of the Breeder. Guardian(s) must license the dog with the County in which Guardian(s) lives and keep the license current. Guardian(s) are responsible for properly maintaining, containing, training and caring for the dog using methods approved by the Breeder. Guardian(s) must follow Breeder's nutritional guidelines, exercise the dog appropriately, pay for care and food-related expenses, and pay for visits to the veterinarian not related to breeding. Nutritional guidelines, training help, and more will all be discussed with both parties prior to the dog going to the guardian home. Guardian(s) must surrender the dog to the Breeder whenever requested and on occasions such as, but not limited to, breeding, specialist vet visits, possible family visits, etc. Ample time to comply will be provided. Guardian(s) must inform Breeder of vacations and planned absences. Any person caring for the dog in Guardian(s)' absence must be approved by the Breeder in advance. Guardian(s) agrees to cooperate in arranging transport of the dog to the assigned location upon Breeder's request for testing and collection. Alternative arrangements may be made at Breeder's discretion and should be agreed upon by both parties. Guardian(s) may not use or allow the use of the dog for breeding purposes except as those arranged for by the Breeder. Guardian(s) are responsible to ensure that all persons residing with the Guardian(s) and the dog understand and abide by the Guardian contract. Failure to meet any of these obligations can result in the dog being removed from the Guardian home and termination of the Guardianship agreement.

Immediate payment to Breeder and return of the dog: IF, prior to transfer of ownership from Breeders to Guardian(s), the following occurrences happen, the Guardian(s) agree to pay the Breeders the sum of an additional \$5000.00 (dollars):

- Guardian, independently and without the expressed written consent of Breeders, has the dog spayed or neutered.
- Guardian intentionally causes injury to the dog that prevents the dog from breeding or intentionally or out of negligence causes death of the dog.
- Guardian absconds with the dog, transfers possession of dog to anyone other than Breeder, fails to advise Breeder of any change in Guardian(s)' address, or ceases communication with Breeder.

4. Illness, Injury or Death of the dog while in Guardian's care:

The 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 type of treatment, these choices must be presented to, and made by, the Breeder unless emergency treatment is required. If the dog dies due to negligence on the part of the Guardian, the Guardian owes the Breeder \$5000.00. Negligence is defined as;

- failure to contain or supervise the dog in a responsible manner.
- Leaving the dog alone in a vehicle if the outdoor temperature is over 60 degrees
- Failure to prevent the dog from having access to toxic materials.
- Failure to provide safe means of containment while the dog is in a moving vehicle (use of a crate or canine safety belt).
- Leaving the dog in the sole care of a person under 18 years of age for more than 12 hours.
- If the dog dies accidentally due to circumstances beyond the control of the Guardian, the Guardian does not owe any money to the Breeder.

5. Transfer of ownership and/or Termination of Contract

Transfer of ownership of a proven breeding dog at the end of the contract, or sooner if Breeder deems acceptable. End of contract can vary dog to dog, however typically, Females start around two years of age (must pass all health certifications and clearances) and end once the female has whelped a set amount of litters (no more than 4). Males (must pass all health certifications and clearances) to be available for our breeding purposes for an indeterminate amount of time as an unaltered STUD. Males retire around 5-7 years of age. It will depend on the quantity and quality of semen as they age. Legal ownership of the dog will be transferred from the Breeder to the Guardian when the dog is no longer being bred, ownership will transfer to Guardian at no additional fee, unless the Female does not get pregnant after two tries, then ownership will transfer at the cost of \$4,900. If the dog is being bred, ownership will remain with breeder until dog is no longer needed for breeding as stated by the breeder.

6. Return of the dog

The Guardian may return the dog to the Breeder at any time and for any reason and the Guardianship agreement will be terminated.

Modification: This agreement may be modified only by a written agreement signed by all parties. There shall be no oral modifications to this agreement.

I have read, understand and agree to abide by the terms of all items contained in this contract. I understand that this document contains the entire agreement of the parties and shall be binding to the parties signing, as well as their heirs, successors, and legal representatives.

Signature of Breeder: Heather Chapin Date: _____

Signature of Guardian(s): _____ Date: _____