



LIFE UNLEASHED FARM GUARDIAN FAMILY CONTRACT

Date of Agreement: _____

Breeder

Korina Buehrer, Life Unleashed Farm

_____ Vernonia, OR 97064

503.836.2186

Guardian Home Puppy/Dog Name: _____

Birthdate: _____

Registration (if applicable): _____

Guardian Home Family Name(s): _____

Address: _____

City: _____ State: _____ Zip: _____

E-Mail Address: _____ Cell Phone: _____

Name of Veterinarian: _____

Address: _____

City: _____ State: _____ Zip: _____

E-Mail Address: _____ Phone: _____

TERMS OF THE AGREEMENT

The intent of this Agreement is to provide Guardian with _____ (Dog) for \$_____ (half the purchase price) in order for Life Unleashed Farm (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. Dog remains the property of the Breeder for the period as stated below:

Initial: _____ Date: _____

Female: The later of a) five years, b) the completion of a max of six litters (depending on females health), c) if Dog does not pass health testing, or d) Breeder deems that Dog is not a breeding candidate, all at Breeders sole discretion (Term). At the completion of the Term, ownership will transfer to Guardian and Dog will be spayed/neutered at Breeder's expense.

Males: a) up to 8 years b) *Dog's health is no longer acceptable for breeding c) if Dog does not pass health testing, or d) Breeder deems that Dog is not a breeding candidate, all at Breeders sole discretion (Term). After fulfillment of guardian contract, the Guardian Family can choose to renew contract annually if male is of good health to continue breeding. At the completion of the Term, ownership will transfer to Guardian and Dog will be spayed/neutered at Breeder's expense.

- * Breeder's veterinarian to examine the Dog for breeding health. If Guardian veterinarian disagrees with this assessment, Breeder will find a third party veterinarian to make the final decision.

GUARDIAN'S RESPONSIBILITY

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 Breeder approved puppy food up to age 6 months and quality adult food after 6 months (food to be discussed with breeder). During pregnancy, females need additional nutrients and shall be fed quality puppy food from 3 weeks until end of pregnancy. The amount of food will need to be increased as well and Breeder will coordinate with Guardian 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 contact 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 the Breeder decides it wants to incur under the following conditions: 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. Guardian has kept Breeder informed prior to any tests being performed or of any changes in treatment protocol for the duration of the illness. Guardian has allowed Breeder to participate and communicate with the treating vet throughout the treatment process. 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, pictures, etc. Breeder alone will take Dog to appointments unless deemed necessary, by Breeder, for Guardian to attend.
 - If Breeder is unavailable to take Dog, Guardian will be required to bring Dog to said appointment.
 6. Breeder is to be listed as co-owner on all veterinarian and testing documents.
 7. Keep Dog well socialized with other dogs and people of all ages and by introduce them to sights, sounds, smells, textures, and seeing other animals from a distance. **VERY IMPORTANT!**
 8. Maintain a collar and tag with both the Guardian and the Breeder's phone number. (The name of the dog should not be on the tag)
 9. Provide adequate exercise daily, not allowing dog to become overweight as decided by Breeder in order to protect hips from hip dysplasia.
 10. Provide obedience training and enroll Dog in Canine Good Citizen class, OR completion of therapy training program. Guardian will provide Breeder with documentation of enrollment and completion of program(s).

11. Maintain Dog's physical appearance with grooming, brushing, de-matting, and keeping nails clipped and ears clean and plucked.
12. 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.
13. Guardian may return the Dog to Breeder at any time, for any reason during the Term and the Guardianship Agreement will be terminated.

13. Females:

- a. Contact Breeder immediately when female comes into heat and deliver her to Breeder within 5 days of the first day of heat cycle. Female will stay with Breeder until she's over her peak which can be upwards of 3-4 weeks (but normally sooner.) Alternatively, Guardian can get progesterone test at their expense and commute female to Breeder every other day of her peak (progesterone test of 7 or higher.)
- b. Transport female to Breeder one week prior to whelping. Female will have pups at Breeder's home. Once the pups are weaned (approx. 6-8 weeks depending on female) the female can go back to her Guardian home.
 - i. For the health and wellbeing of female and pups, there are no visitors allowed while the female is in Breeder's home after whelping, including the Guardian family members.
- c. Communicate, cooperate and coordinate with the Breeder regarding testing, mating, whelping, and other breeding related activities.
- d. Keep Dog away from intact males while in season.

14. Males:

- a. Transport male to Breeder within 48 hours of Breeder giving notice they need male at their facility.
- b. Dog will stay with Breeder 7-14 days for each female heat cycle. If there is more than one female in heat around the same time, Male will stay with Breeder until Breeder has bred each female in heat.

LIABILITY

1. Upon the occurrence of any of the following events, Guardian agrees to pay Breeder the sum of \$10,000.00, which represents the fair market value of the Dog. Guardian shall pay the aforementioned to Breeder:
 - c. If Guardian independently and without the expressed written consent of Breeder has the Dog spayed or neutered.
 - d. 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.
 - 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 an accident beyond the control of Guardian or due to non-treatable or genetic health issue, the Guardian will not be held responsible in any way.)*
 - e. If the Guardian absconds with the Dog, fails to advise Breeder of any change of address, or ceases communication with Breeder.
 - f. If the Dog disappears during the Term.
2. If Guardian allows Dog to be bred without written consent of Breeder, Guardian will owe Breeder \$3500, or the current market value, for every puppy produced in the litter and Dog will be returned to Breeder. Any legal costs incurred to collect this payment will be paid by Guardian.
3. **INDEMNIFICATION: GUARDIAN AGREES TO INDEMNIFY, DEFEND 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.**

Initial: _____ **Date:** _____

4. **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.

5. 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.

BREEDER'S RESPONSIBILITY

1. Provide Guardian with a healthy puppy/dog to the best of Breeder's knowledge. Pay all veterinarian costs pertaining to reproduction, including all health testing performed (i.e. hip testing, elbow testing, pregnancy X-rays). Pay for spaying/neutering at the completion of contract, or when Breeder deems the Dog is not needed for breeding.
2. Provide Dog care support when needed while Dog is in breeding program. This includes boarding while Guardian is out of town if there is availability at Breeder's facility.
3. Breeder will give a minimum of 48 hour notice when the the Dog is needed for imaging, vet appointment, customer meetings, and any other appointments related to breeding.
4. Breeder will pay guardian \$300 per litter and all stud services completed with four or more live pups produced. Payment will be made to the Guardian between the whelping of the pups and the pups being sold.

TERMINATION OF AGREEMENT

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

1. Immediately, upon the transfer of ownership of the Dog to the Guardian family (in which Guardian will receive the \$_____ adoption fee back.)
2. 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.

3. 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.
4. Immediately, upon the death of the Dog from natural or accidental causes.
5. 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. My signature below represents acceptance of all the terms set forth in this contract.

Breeder: _____
Signature _____ Date _____

Guardian: _____
Signature _____ Date _____

Guardian: _____
Signature _____ Date _____