

# The Basics of our Guardian Program

We believe that parent breeding dogs deserve a great home and a great life. Sometimes our program requires us to have more dogs than we can lovingly keep in our home, so our answer is to allow some of our breeding dogs to leave us and become part of another family's life and home. Later they then return to us for breeding, and for females, again when it's time to give birth to the puppies.

The parent dog gets to be a companion/pet and have the happiness of being part of a family and home – and great puppies get raised. This breeding/parent dog lives in their forever home, grows up, is trained, is well socialized, loved and cared for and is part of the family. What could be better? The Guardian Family has the opportunity to have a truly wonderful dog at a very low cost, in exchange for working with us for a limited number of litters. The Guardian Family is paid a contracted amount of \$500 per litter for females. or a set amount per stud use for a male, amount depends on how much I am paid for stud outside of my program. It's a total "win" for everyone, the parent dog, the Guardian Family, and Danies Darling Doodles.!

This plan is used by many breeders and is often called a foster or "Guardian Home" program. Summarized – the breeding dog lives with their adoptive family and returns to us for breeding as needed. Females will return when in season, then again to deliver the puppies. The female stays with us for 10-14 days during her heat cycle, to be bred. Then, she returns to whelp (deliver) the puppies a week before they are due, staying with us until the puppies are weaned (about 6-7 weeks total). Males return when a female that he is needed for stud is in heat. We work with our Guardian Homes using a simple contract and we provide support and guidance all along the way, staying in contact through the year. At the end of the Guardian Home Family contract, the dogs belong 100% to the Guardian Family.

Please note that we are very selective and only highly qualified families will be approved to foster our breeding dogs. We will conduct a telephone interview and will conduct a home visit. Our breeding program depends on the quality of care provided by our guardian families – we expect the best home life possible for our dogs.

Guardian Home families must live in Michigan, and/or within 1 hour of me, and the family must be willing to meet us half-way driving to get the dog to and from our house during breeding, socialization and whelping periods.

## Qualifying to be a Guardian Home:

- Guardians must have previous dog experience
- Guardians must own and live in a home with a fully fenced yard **No electric Fences!**
- Guardians must keep the dog on a leash when out in public.
- Guardians must put health insurance on all dogs
- Guardians must be willing to train the dog the very basic obedience commands (off, down, sit, back, leave it, crate)

- Guardians must ensure, if they are taking a puppy, that the puppy is socialized to adults, children and other animals – VERY IMPORTANT
- Guardians must provide appropriate veterinary or emergency care when needed
- Guardians must feed the dog a diet approved by the breeder which would be any of the high dog food brands available at your local feed store or pet store.
- Guardians must be able and willing to identify and notify us immediately when a female begins her heat cycle
- Guardians must not allow a female **in heat** near intact males
- Guardians must not allow a male guardian to breed with unapproved females
- Guardians must live within a reasonable driving distance from Otisville MI
- Guardians must communicate, cooperate and coordinate with the breeder regarding heat cycles, testing, mating, whelping, and other breeding related activities

See the following contract for details. Please feel free to call with any questions! 810-252-9725

## **Danie's Darling Doodles Guardian Home**

### **Agreement**

This agreement is between the "Breeder", Danies Darling Doodles/Danielle Wright, and

\_\_\_\_\_ the "Guardians". This agreement is for the guardianship of a male/female. (Dogs name and description

)\_\_\_\_\_

born\_\_\_\_\_ The contract is entered

on\_\_\_\_\_.

The dog will continue to be owned by Danielle Wright for up to 5 or less litters. from the date of the contract or until the agreement is terminated by one of the parties in a way defined in this agreement.

### **Breeder Obligations**

1. Breeder will provide guardian with detailed instructions regarding care of dog, feeding, training, and veterinary care.
2. Breeders will visit the guardian home a minimum of 1 time per year.
3. Breeders will request transportation of the dog when necessary. Breeder will give guardians at least a 2 day notice when transportation is necessary.
4. Breeder will pay guardians of female dogs \$500 per litter produced. For males \$\_\_\_\_\_ for studing. This fee will be paid at time of studing or when I get paid off the litter when they go home around 8 weeks of age.
5. Breeder is responsible for all expenses related to testing/breeding. If testing shows dog is not able to be bred, the Breeder will release the guardians from the contract at which the dog will be able to be bought from the breeder at a discounted rate.
6. In the case of a female, Breeder will breed her for a total of 5 or less litters (number will vary based on ease of pregnancy, delivery, and ability as a mother), after which proof of spaying will be done by the breeder.. In the case of a male, the length of time will be determined by need and ability to breed.
7. Failure to meet these obligations can result in the guardian terminating the guardianship agreement.
8. We reserve the right to refuse any home, and to come get the dog at anytime if we feel it is not a good fit at which point the dog needs to be surrendered back to us or legal action will be taken if this contract is breached.
9. In the event the breeder passes away the dog needs to be surrendered to the spouse of the breeder or close family member unless the breeding program will not be continued at which the spouse can make the decision to keep the program going or surrender dogs to the guardian for good. Husbands

contact is Elvin Wright 810-282-6636, parents of the breeder located in Grand Rapids Michigan Janise and Marcus Cole 616-745-3855.

10. In the event the dog is disqualified and I want to sell to you it will be priced at a discounted rate but will depend on how much I paid for that particular dog. It will be between \$600-1500.

### **Guardian Obligations**

1. The guardians are responsible for all expenses related to properly maintaining, containing, training and caring for the dog using methods approved by the breeder.
2. Guardians must follow breeder's nutritional guidelines, exercise the dog appropriately, pay for routine veterinary care and food related expenses and pay for sick visits to the veterinarian. Guardian is also responsible for all grooming expenses if the guardian brings to me for bath/grooming the current rate is \$25/ per groom price is subject to change and all grooming fees are to be paid before the grooming.
3. Guardians must surrender the dog to the breeder whenever stud services are needed and on occasions such as, but not limited to, doodle romps and veterinary visits. For females, the female must be surrendered to breeder for breeding (2 weeks – may be brought back and forth) and for whelping (up to 8 weeks). Guardian must inform breeder as soon as the female comes into heat.
4. Guardians must inform breeder of vacations and planned absences. Any person caring for the dog in the guardian's absence must be approved by the breeder in advance.
5. Guardians agree to cooperate in arranging transport of the dog upon breeder's request for testing, insemination, natural breeding or on other occasions as needed by breeder.
6. Guardians may not choose or allow any elective veterinary procedures to be performed on dog without the written permission from breeder.
7. Guardians may not use or allow the use of the dog for breeding purposes except those arranged by the breeder.
8. The guardians are responsible to ensure that all persons residing with the guardians and dog understand and abide by the contract.
9. Guardians agree to reside within 1 hour of Otisville for the duration of the contract. If guardian moves to a location outside this radius, the contract may be voided.
10. Guardians will keep the dog contained, when outside, with permanent fencing.
11. If moving Guardians are responsible for informing me when and where they are moving to and a new home visit needs to be arranged. If moving farther away from the required distance and out of state the dog can be bought or surrendered back to me.
12. Guardians agree that the dog will be an indoor dog and will never be kept outside for extended periods of time.
13. Guardian agrees to have dog available for breeding, failure to comply will result in breeder removing the dog from the home and/or law suit.
14. If the guardian needs to go out of town or on vacation the dog is to be left with me until you return unless I am unable to keep I will suggest other options.
15. Puppy needs to visit with me at least 1 time a month(females)
16. In the event of the dog needing to be rehomed because of disqualification or health reasons etc only the Breeder will rehome. Any bills paid on the dog for routine vet care or vet care in general will NOT be reimbursed that is normal dog care that is required by the guardian.
17. In the event the guardian passed away before the life of the dog the dog is to be surrendered back to me communication of who will be over estate/assets and need to know my information to be able to contact me and contract is voided unless another family member who is approved would like to take over.

**Failure to meet any of these obligations can result in the termination of the guardianship contract, and the repayment of any breeding fee to date and if it causes the dog to not be able to be used by the**

**breeder, a penalty fee of \$5000 will be due or the dog will be removed from the home and reside with me. Please be advised that court litigations will take place if dog is not surrendered and court fees are to be covered by the guardian. Please be advised this is a legal binding contract once signed and all will be held up in Michigan court in the county of which the guardian lives. .**

**Illness, Injury or Death of the dog or guardian while in guardians care**

1. The guardians are responsible for seeking prompt and appropriate veterinary care in the event of injury or illness of the dog.
2. If choices need to be made regarding type of treatment, the choices must be presented to and made by the breeder unless emergency treatment is required.
3. If the dog dies due to negligence on the part of the guardian, the guardians owe the breeder any amounts already paid for litters or stud fees, plus the penalty fee of \$3000. 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 65 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 crate or canine safety belt) – will waive this for the ride home from the breeders upon first purchase.
  - Leaving the dog in the sole custody of a person under the age of 14.
    - Leaving the dog with children that are not being supervised causing abused or neglect to the dog that resulted in the death or leaving it will someone who caused abuse or death.
    - Failure to properly vaccinate and care for the dog or puppy and/or exposing the dog before it is of age to be out or around other animals as well as unvaccinated dogs which is putting dog at risk for parvovirus and other deadly diseases.
    - Very Important!! In the tragic event the main caregiver of the dog/puppy passes away and the spouse or partner can no longer take care of the dog/puppy the dog needs to be returned back to me. Unless a family member can take over and at that point we can start a new contract.
    - Not acting fast enough to get medical care when symptoms of illness were shown examples: (Sugar dropping, diarrhea, vomiting more then 2 days with no normal activity, not getting wound care, dehydration)

**If the dog dies accidentally due to circumstances beyond the control of the guardians, the guardians do not owe any payment to the breeder.**

**Death of the dog while in the care of the breeder**

If the dog dies while in the care of the breeder, the breeder will provide a replacement puppy to the guardian at no charge and the guardian contract will be terminated. The guardians may return the dog at any time for any reason and the guardian contract will be terminated.

Do you understand everything in the contract including that the dog(s) are my legal property until contract is terminated and the dog(s) are done with their breeding career? You also understand that I am entitled to remove this dog(s) at anytime I see fit due to neglect, abuse, lack of communication missing heat cycles and breedings, in the event you miss a heat or breeding, purposely missing heats or not making the dog

available for stud will result in termination of the guardian contract and the amount of \$5,000 will be owed to me (only 1/3 of damages) an dog will be back with me. You agree to pay for any training, vet bills (not related to breeding and unless injury is the fault of the guardian home) food, vaccines etc? If you understand all of this please check the box.

Yes I understand

Date:

Breeder:

Guardian:

Secondary Contact person in case of emergency

Name:

Number :

Email:

This contract was revised and approved to be held up with any liability on the guardians with the assistance and/or counsel of my lawyer in small claims or criminal court.

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