

Guardian Home Contract

Breeder

Full name : _____

Address : _____ App : _____ City: _____

Postal Code : _____ Province/State : _____ Country: _____

Phone #: (____) _____ E-mail: _____

Guardian

Full name : _____

Address : _____ App : _____ City: _____

Postal Code : _____ Province/State : _____ Country: _____

Phone #: (____) _____ E-mail: _____

Dog

Name: _____ Color: _____

DOB : ____/____/____ Breed: _____ Gender: _____

Dam: _____ Sire: _____

Microchip #: _____ First shots : ____/____/____

CKC registration #: _____

I – GENERAL CONDITIONS

1. The purpose of this contract is to place a dog or puppy (hereafter the 'dog') with a person or family (hereafter 'guardian'), to allow the dog to have the best quality of life possible, and particularly to allow the dog to receive the daily care and attention he deserves, which will also allow the dog to bond early on with his guardian home, which will, ideally, eventually become his permanent family at the end of this agreement.

2. The guardian welcomes the dog designated hereinabove, into their home, at the address declared hereinabove, for as long as is needed until the dog has had four (4) litters, the breeder

Initials : _____ (guardian) _____ (breeder)

reserving sole discretion to raise that number to five (5) litters. During this timeframe, the dog remains the exclusive property of the breeder.

II – DISTRIBUTION OF COSTS

3. The guardian is responsible for the following expenses :

- Regular vet visits, including booster vaccinations, other regular vaccinations and dewormer (mandatory for the duration of this contract);
- High-quality food raw food supplied by the breeder;
- Toys, bedding, other accessories for the general well-being of the dog;
- All transportation fees related to traveling the dog to the breeder's facility or to the vet clinic;
- Sterilization and dental cleaning fees (done at the same time, mandatory), at the end of this contract;
- Any vet visit for evaluation, care or surgery related to an accident that took place at the guardian home's home (such as broken leg, ingested food/item, etc.)
- Any grooming costs ; to be noted that shaving the dog is forbidden ! A slight scissor trim is permitted as well as a trim of their bum area for cleanliness purposes. The breeding can at her sole discretion put an end to the present agreement, without compensation to the guardian home, if the present paragraph is not respected, especially considering that shaving a pomeranian is a known cause for development of alopecia.

4. The breeder is responsible for the following expenses :

- Pregnancy X-ray to confirm the amount of puppies at the 8th week of gestation;
- Any other vet visit related to the pregnancy of the dog or the puppies resulting from said pregnancy;
- Any expenses related to the well-being of the dog while the dog is at the breeder's facility (food, bedding, toys, etc.)
- Any expenses related to a genetic default of the dog, while this contract is in effect.
- Any vet visit for evaluation, care or surgery related to an accident that took place at the guardian home's home (such as broken leg, ingested food/item, etc.)

III – CUSTODY AGREEMENT

5. The guardian will have custody of the dog permanently, except for when the dog is at the breeder's facility, as described below.

6. The breeder will have custody of the dog :

- Twice (2) a year, during one (1) week for breedings (can vary depending on heat cycles and be just once (1) a year in some rare cases);
- Twice (2) a year, during nine (9) weeks, starting one (1) week before the expected due date and the eight (8) following weeks, to allow the dog to raise her puppies.

Initials : _____ (guardian) _____ (breeder)

*** 7. The guardian is at all times responsible for traveling the dog to and from the breeder's facility for the purposes of the custody agreement above, at their expense and such transport must be possible within 48 hours notice by the breeder.

IV - SHOWING

8. Should the breeder decide to have the dog shown by a handler, at any time during this agreement, the guardian acknowledges that notwithstanding section III - Custody Agreement of the present agreement, the breeder may require the guardian home to bring the dog to the breeder or the handler, depending on which is most convenient for the guardian home. The dog will then remain with the handler full time until the dog reaches championship, which can be a matter of a few weeks to a few months depending on how quickly the dog accumulates enough points. This delay can also be prolonged if the breeder wishes to have the dog reach the Grand Champion status. In this case, all showing expenses are paid by the breeder.

9. Should the guardian home decide to show the dog themselves, the following will apply :

- The guardian home pays for any expenses related to shows, including the entry fee and grooming expenses.
- The guardian home keeps any cash prizes earned from these shows.
- If the guardian home puts a Champion (10 points) title on the dog, they will be entitled to a share of *TEN PERCENT (10%)* of the profits of any future puppy sales following the date the title was earned.
- If the guardian home puts a Grand Champion (25 points) title on the dog, they will be entitled to a share of *TWENTY-FIVE (25%)* of the profits of any future puppy sales following the date the title was earned.
- Any ribbons earned during these shows can be kept by the guardian home but must be presented to the breeder if ever required.

V - FEEDING

10. For the duration of the present contract, the guardian home is required to feed the food supplied by the breeder, at the guardian home's expense, currently being BIG COUNTRY RAW dog food. The Annex 1 of the present agreement contains guidelines on feeding raw so the guardian home can make an informed decision on whether they are able to keep up with this way of feeding. Annex 1 is an integral part of this agreement.

VI - SPECIFIC CONDITIONS

11. The guardian takes possession of the dog on this day, without counterpart.

12. No compensation or commission will be due to the guardian, from the breeder, namely from the sale of the puppies, other than anything mentioned in clause IV - SHOWS, as the breeder is still the sole owner of the dog until transfer of ownership with the Canadian Kennel Club has occurred.

Initials : _____ (guardian) _____ (breeder)

13. The ownership of the dog will be transferred to the guardian once the dog has had four (4) or five (5) litters, at the sole discretion of the breeder and without compensation and once the sterilization and dental cleaning costs have been reimbursed to the breeder by the guardian. The breeder commits to transferring ownership of the dog to the guardian once those two (2) conditions have been met.

14. The guardian, once transfer of ownership has occurred, commits to returning the dog to the breeder if, for any reasons, they can no longer care for the dog, without compensation from the breeder. The breeder will then take the time and care needed to find a new, suitable home for the dog. If this clause should apply, ownership of the dog will need to be re-transferred to the breeder with the Canadian Kennel Club (CKC), at the breeder's expense as soon as the dog is taken back by the breeder.

15. The breeder will be the one to take the dog to the vet for sterilization and dental cleaning. However, the vet fees for these operations will be the responsibility of the guardian. Until these costs are reimbursed to the breeder, ownership of the dog will not be transferred. The guardian will have a delay of two (2) months to reimburse the breeder. Failing to do so will render this entire agreement null and void and the breeder will, at her sole discretion, find a new home for the dog, without any compensation or reimbursement of expenses to the guardian which have been incurred for the duration of this contract.

16. The guardian commits to examine the dog regularly, especially so when a heat is due in the following weeks, to notice as soon as possible the first signs of heat, such as swelling of her vulva and/or bleeding. Ideally, when a heat is imminent, the guardian will examine the dog daily and otherwise, weekly. As soon as any sign of a heat is noticed, the guardian must give immediate notice to the breeder to determine when the dog should be transported to the breeder's facility.

17. The guardian can, at any time, return the dog to the breeder if they no longer want to act as a guardian home in conformity with this agreement. The breeder will not reimburse any costs incurred for the regular care of the dog as described in section II-3. If the guardian can't care for the dog on a temporary basis, such as during vacations, the breeder will gladly care for the dog during that absence, at no cost.

18. Following the end of the present agreement, should the guardian need boarding services at any time, such a service is offered by the breeder at a preferential rate of 20\$ per day for the dog that was the object of the present agreement.

19. If for any reason, the dog cannot be used for breeding, the guardian home will have the option to return the dog to the breeder who will find a new suitable home for the dog, without compensation of any costs incurred thus far related to said dog, or the guardian home will also have the option to pay the price of the dog, which is established at a discount in favor of the guardian home, depending on whether the dog was bred by the breeder or if the dog was bought/imported by the breeder and bred by somebody else.

20. In case of an accident which were to occasion important veterinary costs (such as a broken paw), the guardian is 100% responsible for assuming such costs if the dog was in their possession at the time of the accident.

21. If the dog were to pass away due to the negligence or fault of the guardian, a compensation of the breeder will be established in the same manner provided for in clause 19 of the present contract, who will have the sole discretion to require such compensation, based on the facts of each situation.

VII – PENALTIES

22. If the guardian uses the dog for reproduction at any time during this agreement, whether intentionally or accidentally, a penalty of **TEN THOUSAND DOLLARS (10 000,00\$)** will need to be paid by the guardian, to the breeder, regardless of whether or not that breeding resulted in puppies, viable or not and regardless of the number of puppies. If this clause should apply, following the sale of the puppies produced, the total sale price of the puppies will be payable to the breeder in addition to the above mentioned penalty, such penalty constituting punitive damages. The breeder will immediately take back the dog AND the puppies produced if they have not yet been sold and the present agreement will become null and void, on top of the penalty.

23. Any other breach of contract will result in a penalty of **FIVE THOUSAND DOLLARS (5 000,00\$)**, payable to the breeder by the guardian. Such a breach automatically renders this contract null and void and the dog is immediately given back to the breeder.

24. If the guardian sterilizes the dog, sells the dog or gives it away, without the prior consent of the breeder and before the end of this agreement, the guardian will need to pay a penalty of **TEN THOUSAND DOLLARS (10 000,00\$) per litter that the dog did not have of the maximum of five (5) litters permitted by the present contract.** The dog will, in any case, need to be returned to the breeder and the present agreement will then become null and void.

Example : If at the time of the sale of the dog by the guardian, the dog has only had two (2) litters, the guardian will owe the breeder a penalty of THIRTY THOUSAND (30 000\$), justified by the following information:

- Each litter can represent 1-6 puppies.
- Each puppy is sold at more or less 3 000\$, without even considering that a puppy sold with breeding rights is worth more or less 5 000\$.

VIII – INTERPRETATION

25. For the purpose of this contract, a litter constitutes a minimum of two (2) puppies born alive.

26. For the purpose of this contract, the term ‘agreement’ refers to the period during which the guardian has the dog before ownership has been officially transferred to the guardian through the Canadian Kennel Club (CKC).

Initials : _____ (guardian) _____ (breeder)

27. The clauses regarding Distribution of Costs and Custody Agreement, only apply during the duration of this contract. Once transfer of ownership has occurred, all fees associated with the dog are the responsibility of the guardian who has legally become the dog's new owners.

28. The present contract must be interpreted as a sale pending accomplishment of certain conditions. The ownership of the dog is transferred once the following conditions have been met :

- The dog has had four (4) or five (5) litters, at the sole discretion of the breeder;
- The dog has been sterilized and had a dental cleaning, at the guardian's expense;
- The breeder has transferred ownership of the dog with the Canadian Kennel Club (CKC), to the guardian.

The sale price of the dog includes the costs the guardian incurs for the general care of the dog for the duration of this agreement, as stated in the Distribution of Costs section, as well as the fees for the sterilization and dental cleaning of the dog but is not in any way refunded if the present contract should become null and void.

IX – OTHER CONDITIONS

29. The guardian commits to communicating with the breeder through e-mail or Facebook Messenger only, at the e-mail address provided hereinabove in the Guardian Home identification section.

30. The guardian commits to giving notice to the breeder of any change in address, e-mail or phone number while transfer of ownership of the dog has not yet occurred. Failing to do so will incur a penalty of **ONE THOUSAND DOLLARS (1 000,00\$)** payable by the guardian to the breeder, at the breeder's sole discretion, for the inconvenience incurred by the breeder to locate the guardian or find the means to communicate with them, and if the breeder determines that the guardian did not give notice to the breeder in bad faith.

31. Both parties agree that the present agreement is to be enforced and interpreted under the laws of the Province of Québec. Should an issue arise in relation to this contract, it is to be resolved in the legal district of Longueuil. This contract represents the entire agreement between both parties. No other agreements, verbal or implied can be included.

32. The guardian accepts all the conditions of the present agreement by signing below and recognizes by their initials on each page that they have read the entire agreement. The signature of both parties will render this contract binding between them.

Signature (Breeder) : _____ Date : ____/____/____

Signature (Guardian) : _____ Date : ____/____/____

Initials : _____ (guardian) _____ (breeder)

ANNEX 1 - RAW FEEDING GUIDELINES

The guardian home acknowledges the following concerning raw food and this brand in particular and must respect these guidelines when signing the present agreement.

- The food must be kept frozen. This means you need a good amount of freezer space to keep the unused raw food in. The guardian leaves with a minimum of seven (7) boxes of the raw food as the dog requires a minimum of 5 different proteins according to the following instructions.
- The food can only be kept unfrozen in the fridge for a duration of 3 days.
- To be certain the dog is getting enough omegas, they need to be fed either 3 days of the fish meal per week, the other 4 days being another protein of choice.
 - Example 1: Monday : Chicken / Tuesday : Fish / Wednesday : Lamb / Thursday : Fish / Friday : Beef / Saturday : Fish / Sunday : Pork
 - Example 2 (more practical): Week 1 : 3 days of Fish + 4 days of Chicken / Week 2 : 3 days of fish + 4 days of Lamb / Week 3 : 3 days of Fish + 4 days of Beef / Week 4 : 3 days of Fish + 4 days of Pork.

The other option being to feed 5 different proteins that do not consist of fish, but adding Herring oil to supply the dog with the needed omegas, to 3 days worth of meals per week. This can be ordered by the breeder at the guardian home's request.

- The company does not recommend thawing and refreezing the food more than once. Considering this, it is best to thaw the food, portion it and refreeze. That way, when it comes time to feed, simply thaw the meals for the following day a day ahead.
- A 5 pound dog will eat approximately ½ cup of the raw food per day, with the ideal being split up between 2 meals. The guardian home can refer to the BIG COUNTRY RAW website's portion calculator for a more precise portion size based on the weight of their dog or consult the breeder who can assist on this matter. A suggestion for portioning is to freeze ¼ cup portions in an ice tray, which fits approximately this quantity per square and thawing 2 cubes for the following day's meal.
- The company suggests the food be left out no longer than 20 minutes. This shouldn't be a problem as the dogs tend to gobble it right up !
- Since food is at the expense of the guardian home, an e-transfer can be made to the breeder to cover the cost of the boxes of raw food they leave with.
- The breeder will have the responsibility of always having food available for the guardian home to restock from. However, the guardian home must give the breeder at least thirty (30) days notice to give the breeder the time to place a new order with BIG COUNTRY RAW.

- Here is a quote from a BIG COUNTRY RAW representative regarding instructions to follow during the different stages of pregnancy, which should be followed by the guardian home :

Your pregnant bitch's nutrient requirements are not significantly different during pregnancy. She is growing little carnivores and they need the same nutrients that she needs.

During the 1st stage of pregnancy (1 – 35 days) there is not much change in diet. Many breeders start to increase food portions by day 30 if you are certain she is pregnant.

Tip: Heart muscle is a rich source of Folic Acid, so offering **Pork Dinner**, into the meal rotation regularly can be beneficial.

During the 2nd stage of pregnancy (35 – 55 days). Increase portions by 25 – 50% gradually, including more fat and less bone in the diet. Good meal choices include **Beef Dinner, Pork Dinner, Lamb Dinner**.

During the 3rd and final stage of pregnancy (whelping and lactation), continue to feed on demand, offering as much food as your bitch requires/requests. Also feed poultry proteins that contain a higher % of ground bone. Good choices include: **Chicken Dinner, Turkey Dinner, Duck Dinner**. At this stage, the dog is in the breeder's care.

Why less bone during pregnancy and more after?

Before birth the parathyroid pulls calcium from the bones to help form the skeletons of the new pups. The calcium also increases the ability of the heart muscle and the uterine walls to contract. When your bitch is whelping her puppies, the hormone oxytocin controls the duration and frequency of the contractions, but calcium and the parathyroid controls the strength. Too much calcium fed in the 2nd stage of pregnancy can mean a lazy parathyroid and not as effective uterine contractions. After birth, you need calcium in the diet to avoid eclampsia, which can occur if there is a significant lack of calcium in the diet.

PERMISSION TO DISCLOSE INFORMATION

Breeder

Full Name : _____

Street Address : _____ Apt # : _____ City : _____

Postal/ZIP Code : _____ Province/State : _____ Country : _____

Telephone # : (____) _____ E-mail : _____

Dog

Name : _____ DOB : ____/____/____

Color : _____ Breed : _____ Gender : _____

Microchip # : _____

1. AUTHORIZATION

I, _____, hereby recognize that I am only acting as a guardian for the dog hereinabove identified and consequently irrevocably authorize any veterinarian, technician or receptionist at the vet clinic who vaccinated, dewormed, operated or examined the dog identified above, to disclose any information to the dog's owner/breeder identified above.

Signature (guardian) : _____ Date : ____/____/____

Initials : _____ (guardian) _____ (breeder)