

Guardian Home Contract

Breeder

Full name : _____

Address : _____ App : _____ City: _____

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

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

Guardian Home

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 home'), to allow the dog to have the best quality of life possible, 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 home welcomes the dog designated hereinabove, into their home, at the address declared hereinabove, for as long as is needed until the dog has reached the age of ten (10) years old or until the breeder decides to transfer ownership of the dog to the guardian

Initials : _____ (guardian) _____ (breeder)

home before that time, for example if the dog is no longer breedable or needed in the breeding program. During this timeframe, the dog remains the exclusive property of the breeder.

II – DISTRIBUTION OF COSTS

3. The guardian home is responsible for the following expenses :

- 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 :

- Regular vet visits, including booster vaccinations, other regular vaccinations and dewormer, as well as any special vet visits, such as sperm analysis, collection, etc.
- High-quality food (see the clauses below); the guardian home must feed the food provided by the breeder;
- 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 breeder's home (such as broken leg, ingested food/item, etc.)
- Other : _____

III – CUSTODY AGREEMENT

5. The guardian home 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 :

- At any time the dog is needed for mating a girl owned by the breeder or any girl not owned by the breeder that the breeder has accepted to offer stud services to. Each mating period lasts approximately five (5) to seven (7) days.

*** 7. The guardian family is at all times responsible for traveling the dog to and from the breeder's facility for the purposes of the custody agreement above. Failing to do so at any request by the breeder will allow the breeder to render this contract null and void and the breeder will take back the dog, without any form of compensation to the guardian home. The

dog must be made available at or before the requested date, however the breeder must give the guardian home 72 hours notice to make arrangements if necessary.

IV - SHOWING

8. Should the breeder decide to have the dog shown by a handler, at any time during this agreement, the guardian home 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 *FIVE PERCENT (5%)* of the profits of any future puppy sales and any stud service provided by the dog 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 *TEN (10%)* of the profits of any future puppy sales and any stud service provided by the dog 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 breeder'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

Both parties agree to the following, when signing this contract :

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

12. No compensation or commission will be due to the guardian home, by the breeder, particularly from the sale of the puppies born of the mating of the dog or any portion of a stud fee paid to the breeder or a mating by the dog, except for anything mentioned in clause IV -

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SHOWS, as the breeder is still the sole owner of the dog until transfer of ownership with the Canadian Kennel Club has occurred.

13. The ownership of the dog will be transferred to the guardian home once the dog has reached the age of ten (10) years old or as stated above, once the breeder determines the dog is no longer to be bred, whichever comes first, and without compensation other than the sterilization and dental cleaning costs. The breeder commits to transferring ownership of the dog to the guardian home once the conditions have been met.

14. The guardian home, 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 care of sterilization and dental cleaning for the dog. The vet fees for these operations will be the responsibility of the guardian home. Until these costs are reimbursed to the breeder, ownership of the dog will not be transferred. The guardian home 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 home for the duration of this contract.

16. The guardian home commits to making the dog available under short notice as heats can be unpredictable and the dog needs to be available as early as five (5) days following the first signs of a female's heat, for mating. Consequently, the guardian family must board the dog with the breeder if they are going to be away for more than seven (7) consecutive days.

17. The guardian home 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 home 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 incur important veterinary costs (such as a broken paw), the guardian home 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 home, a compensation in favor of the breeder will be established in the same manner provided for in clause 24 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 home uses the dog for reproduction at any time during this agreement, whether intentionally or accidentally, without the breeder’s permission, a penalty of **TEN THOUSAND DOLLARS (10 000,00\$)** will need to be paid by the guardian home, to the breeder, regardless of whether or not that breeding resulted in puppies, viable or not and regardless of the number of puppies or their sale price. The breeder will immediately take back the dog 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 home. Such a breach automatically renders this contract null and void and the dog is immediately given back to the breeder.

24. If the guardian home sterilizes the dog, sells the dog, gives it away, without the prior consent of the breeder or moves away with the dog, and before the end of this agreement, the guardian will need to pay a penalty of **FIFTEEN THOUSAND DOLLARS (15 000,00\$)** to the breeder and the present agreement will then become null and void. The penalty becomes **TWENTY THOUSAND DOLLARS (20 000\$)** if the dog has his Champion title and **TWENT-YFIVE THOUSAND DOLLARS (25 000\$)** if the dog has reached his Grand Champion title. The dog is immediately returned to the breeder upon retrieval of the dog by a private investigator in the event the guardian has moved away with the dog without notice. All fees incurred to retrieve the dog are at the guardian’s expense.

VIII – INTERPRETATION

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

26. The clauses regarding Distribution of Costs, 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 home who has legally become the dog’s new owners.

Initials : _____ (guardian) _____ (breeder)

27. 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 reached the age of ten (10) years old or when the breeder decides the dog will no longer breed, whichever of the two options happens first;
- The dog has been sterilized and had a dental cleaning, at the guardian home's expense;
- The breeder has transferred ownership of the dog with the Canadian Kennel Club (CKC), to the guardian home.

The sale price of the dog includes the costs the guardian home incurs during 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.

IX – OTHER CONDITIONS

28. The guardian home 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.

29. The guardian home 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 home to the breeder, at the breeder's sole discretion, for the inconvenience incurred by the breeder to locate the guardian home or find the means to communicate with them, and if the breeder determines that the guardian home did not give notice to the breeder in bad faith. If the guardian home relocates somewhere that makes this agreement no longer viable in terms of traveling and making the dog available for mating, the breeder has the right to take back the dog and render the present agreement null.

30. 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.

31. The guardian accepts all the conditions of the present agreement by signing below and recognizes by his initials on each page that he has 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 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 for each meal and refreeze. That way, when it comes time to feed, simply thaw the meals for the following day a day ahead of time.
- 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 !
- 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.

Initials : _____ (guardian) _____ (breeder)

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)