**Guardian Home Contract**

We are breeders engaged in breeding hybrid and purebred dogs. Our dogs are considered beloved members of our family. We created a Guardian Home Program to grow our breeding program while still providing each of our breeding dogs with a loving environment in a guardian family. We refuse to have our beloved dogs live in a kennel environment. We believe that happy, loved dogs will produce amazing offspring. We breed for temperament, health, and physical attributes. Living in a loving home is essential for our breeders to produce top quality puppies. A Guardian Home is not a foster situation. This is a great way for a family to have their very own high quality puppy, chosen by the breeder without the upfront cost of buying the high quality puppy.

 By joining our Guardian Program, you desire to and act as a guardian for a top quality dog that may be either a male or a female and is a potential breeder or proven breeder, subject to the terms of this Agreement.

The following will spell out the Guardian‐Home Program, including our requirements for guardian families while the dog is a part of the breeding program. The Obligations we will assume as Owner, and how the dog will become a permanent member of your family.

Benefits of the Guardian‐Home Program:

 To the Guardian family:

The Dog is “pick of the litter” with an estimated value of $8,000 to $40,000. Your cost is $0, which isn't even a fraction of the full value of the Dog.

Guardians of our stud dogs receive $200 for each stud service we do for another breeder/program after Dogwood Doodlebugs is compensated by the other breeder. This typically happens once pregnancy is confirmed by the other breeder, once their puppies are born, or once the puppies go home.

Initial Obligations of Guardian Family:

 In order to be considered for the Guardian‐Home Program, we require that you:

1. Live within (200) miles of Dogwood Doodlebugs (Candler, NC).
2. Own your own home.
3. Have physical fencing boundaries to provide a safe and secure environment for the dog.
4. Have reliable transportation and be willing and able to bring the Dog to us when needed throughout the year for breeding purposes (i.e. testing, breeding, litters, etc). Please understand that multiple trips will be necessary for each and every breeding. If the guardian cannot arrange to deliver the dog to the location requested by Dogwood Doodlebugs, LLC, the guardian may opt to hire approved transportation services. Dogwood Doodlebugs, LLC does utilize multiple helpers and many are willing to transport guardian dogs. The cost of this service will be the responsibility of the guardian home if they are unable to deliver the dog to the location requested by Dogwood Doodlebugs, LLC. This applies to breedings as well as health testing and other occasions. Currently, the majority of our health testing is performed in Hendersonville and Arden. The guardian is responsible for taking the dog to appointments at the request of Dogwood Doodlebugs, LLC within a specific timeframe. Dogwood Doodlebugs, LLC does try to be mindful and considerate to the needs of the guardian family. But, the Guardian must understand that testing has to be performed at specific times and timing is critical in breeding dogs.

5. Maintain open lines of communication with Dogwood Doodlebugs concerning any matter related to the dog.

 The guardian of a female should notify Dogwood Doodlebugs of the very first sign of a heat cycle-this includes any bleeding/discharge from the vulva, swelling of the vulva, increased cleaning of the vulva area, changes in behavior such as “humping” other dogs/other things.

6. Maintain distance from other intact dogs. The subject dog of this contract may not reside in a home where other intact dogs live or frequently visit. If an accidental breeding occurs, there will be a large associated fee that the guardian home will owe to the breeder. An accidental breeding of one of our females will results in the equivalent of the lost financial gain of the litter (because we are losing an entire litter from that female). Fees are based on the current market value of each breed. For example, the current pet value of a mini Bernedoodle is $4500. If an accidental breeding occurs and 6 puppies are produced, the fee is $27000.

If an accidental breeding happens by one of our males, the fee is the current stud service fee(based on the current market-depending on the breed, it ranges from $2000-12000) plus an additional $1000 per puppy produced. Each puppy produced must be sold on a strict spay/neuter contract that will be provided by Dogwood Doodlebugs, LLC.

Accidental breedings can result in our guardian dog acquiring a disease. If this happens, it can cause sterility or the need to spay/neuter. If this happens due to an accidental breeding, the guardian home will be fined for the loss of the breeding dog. The fine will be the current market value of that specific breeding dog, which currently ranges from $8000-40000(yes-some of them are priced at $40k).

In addition to the fee, the guardian dog will be repossessed by the breeder and not return to the guardian home. Accidental breedings prove negligence on behalf of the guardian home.

Accidental breedings are HIGHLY unlikely if the dog isn’t left alone. They shouldn’t be unattended anyway. This is why there are fees for accidental breedings. Accidental breedings are 100% avoidable and of pure negligence.

7. The subject dog is to be kept safe. Rough play can result in injury to any animal. The Guardian Family is to always consider the safety of the dog. Guardians of pregnant dogs should be extra cautious of rough activity.

8. We do recommend, but do not require, pet insurance. The Guardian home is responsible for any incidental veterinary costs. This may include, but is not limited to, injury, ingestion of foreign object, poisoning, Lymes disease, parvo, kennel cough, and more. Veterinary costs can be very significant and unexpected. These are the responsibility of the guardian home.

Ownership:

Ownership and all right, title and interest in the dog shall remain with Owner (Dogwood Doodlebugs, LLC) until Dogwood Doodlebugs requests that the dog be spayed/neutered and releases the dog from the breeding program. If the dog is a female, any puppies born to the dog shall be the sole property of the Owner (Dogwood Doodlebugs LLC) and the Guardian Family shall have no ownership interest of possession rights to any such puppy or the breeding adult while breeding. If the dog is a male, all semen shall be sole property of Owner (Dogwood Doodlebugs, LLC) and the Guardian Family shall have no ownership interest of possession rights to any use of semen. The dog shall be used as breeding adult exclusively by Dogwood Doodlebugs, LLC and under no circumstances shall be bred to anyone other than as directed by Dogwood Doodlebugs, LLC. After the dog ceases to be a breeder, Owner shall, by written evidence of transfer, assign and transfer ownership of the dog to the Guardian Family after the dog has been spayed or neutered.

It is not uncommon for our guardian homes to be approached for stud services. This is prohibited. Dogwood Doodlebugs is to be notified of any stud service request. Dogwood Doodlebugs heavily screens other breeders prior to granting stud services. Also, our stud services are a large part of our revenue at Dogwood Doodlebugs. If a guardian allows a stud to breed outside of the knowledge and approval of Dogwood Doodlebugs, there will be heavy fees and legal proceedings if necessary. The stud dog will also be repossessed by Dogwood Doodlebugs.

Possession:

Upon the execution of this agreement, owner shall transfer physical possession of the dog to the Guardian Family. The Guardian family shall retain physical possession of the dog during this Agreement, subject to its obligations to return possession of the dog for breeding purposes, and shall provide physical care to and supervision of the dog subject to the terms and conditions of this agreement.

Owner’s Possession for Breeding:

Female: Owner requires access to female breeding dog for reasons including, but not limited to:

Veterinary appointments (to monitor pregnancy)– Typically two (2) visits. Ultrasounds are typically done 3-5 weeks after breeding occurs.

Breeding-typically 5(+/-) litters per female- the female will need to be delivered to destination dictated by Christin Austin for the breeding process. Typically, the female will be brought to meet the male and return home with the guardian family. This will typically happen 3 times for each heat. The guardian home will need to take the female to the veterinarian for bloodwork(progesterone testing) that will indicate preferable breeding days. We do try to keep travel to a minimum with the guardian family in mind.

Whelping-the guardian will deliver the dog to Dogwood Doodlebugs approx. 5 days prior to due date and she will stay with Dogwood Doodlebugs up until the puppies are weaned at approximately 6‐8 weeks of age.

Male: For each breeding event, owner requires access to a male breeding dog multiple times. If he is breeding a female that lives a significant distance from Dogwood Doodlebugs, it may be necessary for him to stay at the female’s house for multiple days per breeding.

Some of our breeding dogs may be co-owned. In this case, the Guardian will need to accommodate the needs of each breeder. Specific details will be discussed and disclosed for each dog.

The Guardian Family shall not transfer possession of the dog to any person without the prior written consent of owner.

Dogwood Doodlebugs, LLC may transfer “breeding rights” of the dog at any time. If this occurs, the dog will remain with the Guardian Family. The new owner of the “breeding rights” will follow the terms of this contract unless otherwise agreed upon by the Guardian Family. The same applies in the event of the transfer of ownership of Dogwood Doodlebugs, LLC due to death of owner/member or any other reason. The breeding rights will transfer to successor or subject dog is owned by Dogwood Doodlebugs, LLC until Dogwood Doodlebugs, LLC directs the guardian home to spay or neuter the dog.

We do understand that circumstances in life occur that are unforeseen. In the event the Guardian Family cannot keep the dog in their home or cannot fully care for the dog, Dogwood Doodlebugs will determine the future living arrangements for the dog. Dogwood Doodlebugs may rehome the dog or work out other living arrangements. Outcome will depend on specific circumstances and timelines.

Owner’s Obligations:

During this agreement, Owner shall: Provide the Guardian family with instructions concerning:

Nutritional and Dietary guidelines-Dogs should not be fed a grain-free diet. Other recommendations maybe given by Dogwood Doodlebugs on an individual basis.
Preventative health care
Reproductive cycle of a female dog
Training
Grooming

If the breeding dog is female, take possession of the Dog from the Guardian Family for purposes of whelping and care of puppies (approximately 7‐8 weeks). Dogwood Doodlebugs may visit the residence of the Guardian Family at least once per calendar year to discuss with the Guardian Family any issues concerning the care and supervision of the dog.

Guardian Family Obligations:

  1. Raise the dog as an indoor dog. Never to dwell outside.

  2. When left at home safely contain the dog in the indoors

  3. Comply with Owner’s nutritional and dietary guidelines. We do not permit a grain-free diet unless there is a severe grain allergy.

  4. Provide the Dog with regular exercise and socialization. The dog will be introduced to many other dogs and people over the course of it’s breeding years. We expect the dog to act in a non-aggressive way toward all.

 5. The dog should not be exposed to harmful agents such as cigarette smoke, radiation, excessive chemicals, etc. We do understand that the dog may pass by someone who is smoking a cigarette. It’s impossible to prevent that. But, the dog should not be exposed to cigarette smoke on a normal basis or be confined with cigarette smoke or other harmful agents. Cigarette smoke has proven to be harmful to dogs as well as humans.

  5. Provide the Owner with the name of a veterinarian, which shall be approved by Owner, and inform the veterinarian of Owner’s Ownership of the dog to allow Owner to speak to the veterinarian at any time.

  Veterinarian:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

  Veterinarian Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

  6. Keep vaccinations current such as yearly shots, DDHP,Lymes,Bordetella; Rabies every 3 yrs) . Vaccines are not to be administered to females who are in heat, pregnant, or nursing. If the vaccines are due during this time, they will be delayed until the female returns to the guardian after weaning puppies.

 7. Administer monthly heartworm prevention. Currently, we ask that you use only Heartguard because it has been proven to be safe for breeding dogs/lactating mothers. We also ask that you do not administer heartworm prevention during the heat cycle if she is to be bred or during pregnancy.

 8. Keep the dog free of fleas and ticks. We ask that you use Frontline or Seresto collars. These have proven to be safe for breeding dogs.

9. Notify Dogwood Doodlebugs of any medical problems including, but not limited to, changes in stool, allergy concerns, weight loss/gain, etc. All medications must be approved by Dogwood Doodlebugs.

10. Notify Dogwood Doodlebugs of vacations that will affect access to the breeding dog. Provide info of boarding facility/pet sitter to Dogwood Doodlebugs. Please heavily evaluate any boarding facility/pet sitter. Also, give them contact info for Dogwood Doodlebugs and let them know they’re an in-tact breeding dog.

 11. Provide basic training-the dog should follow basic commands and act with manners. The dog should not be obnoxious or aggressive. If this behavior is portrayed, it will be the guardian home’s responsibility to seek training or professional advice as well as to act on that advice as approved by Dogwood Doodlebugs, LLC. The dog should be 100% housebroken by 1 year of age.

 12. Keep the dog properly groomed, with care given to matting, ears and claws. Please remember these dogs are representing Dogwood Doodlebugs, LLC and need to have regular groomings. We will occasionally ask for photo updates. We use photos to update our website and show prospective puppy families pictures of our breeding dogs.

13. Make sure that the dog doesn’t excessively jump, run, or climb stairs during the first year of its life. During this time, their joints are tightening and should not be stressed. This can affect their health testing. This can also affect their quality of life as a pet. This is a good rule of thumb for all dogs-not just breeding dogs.

 14. Make certain that the dog is available for breeding purposes. We are at the mercy of females breeding cycle and Dogwood Doodlebugs will try to give you advanced notice, but sometime cycles change. Also, Dogwood Doodlebugs, LLC may help with transport only if we are in your area and if our schedule allows. So please be prepared to bring the breeding dog to us. Travel is ultimately the responsibility of the guardian.

 15. Notify Owner of planned vacations and change of address, phone or email.(in case of need for breeding).

 16.The Guardian Home is not to compete with the practices of Dogwood Doodlebugs, LLC. They are not to enter into dog breeding practices within 5 years of holding possession of the guardian dog due to conflict of interest. This includes producing puppies and stud services. This non-compete agreement stands even if the guardian dog is repossessed, surrendered, spayed/neutered. The non-compete end-date is 5 years after the day of surrender, repossession, or spay/neuter surgery.

  Termination of Agreement:

This Agreement shall terminate upon the occurrence of any of the following at the discretion of the owner (Dogwood Doodlebugs, LLC):

  1. Immediately, upon the transfer of ownership of the Dog to the Guardian Family
  2. Immediately, upon Owner’s determination that the Guardian Family 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, and the breeding program, at which time possession of the dog returns to the Owner(Dogwood Doodlebugs, LLC).

 3. With reasonable notice to the guardian Family, upon Owner’s determination that the Guardian Family is non‐compliant with the terms of this Agreement and such noncompliance 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 the Guardian Family’s permanent return of the Dog to Owner for any reason. With all Fee and expense are non refundable.

Indemnity:

The Guardian Family agrees to indemnify and hold Dogwood Doodlebugs, LLC harmless from and against all claims, liabilities, losses, cost, damages and expenses by reason of any damage property or injury or death to individuals allegedly caused by the Dog while in the possession of the Guardian Family.

The guardian understands that if they take possession of a dog prior to all health testing being completed, there is a chance that the dog must be surrendered if any part of testing is failed. Dogwood Doodlebugs, LLC attempt to keep the dog with the guardian home. When Dogwood Doodlebugs, LLC purchases a dog from another breeder, they often sign a contract to return the dog to the breeder if they do not pass health testing.

If a dog does not receive the results we need for them to become a part of our breeding program and they don’t have to be returned, the guardian home will be responsible for spaying/neutering the dog in a timeframe directed by Dogwood Doodlebugs. The guardian will be responsible for the cost of the spay/neuter.

I have read and agree with the terms of the Guardian Home Program:

Guardian Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date \_\_\_\_\_\_\_\_\_\_\_\_\_

Guardian Name(printed) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Guardian Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Guardian Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dogwood Doodlebugs, LLC Representative\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_

Dog Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Microchip #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dog Description: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_