CLASSIC HERITAGE GOLDEN RETRIEVERS GUARDIAN HOME CONTRACT

1. **Purpose of Agreement.** The purpose of this agreement is to define the terms and conditions of a Guardianship Agreement between: CLASSIC HERITAGE GOLDEN RETRIEVERS (HEATHER AND ED CHAPIN) AND

   _____

   hereafter referred to as “Guardian(s)”, and Classic Heritage Golden Retrievers, hereafter referred to as “Breeder”.

2. Agreement Participants. This agreement pertains to (name of dog) “_____”, ENGLISH CREAM GOLDEN RETRIEVER.
Microchip No. # _____, born on_____, and is entered into on_____. It is between the Guardian(s) and the Breeder.

3. Ownership. Ownership shall remain with the Breeder or such time that the Breeder shall, by WRITTEN evidence, transfer ownership of the dog to the Guardian(s). Likewise, any puppies born to a female dog or any semen from a male dog shall be the sole and separate property of the Breeder and the Guardian(s) shall have no ownership or possession rights to any use of the semen. Upon completion of this Agreement, Breeder shall transfer possession of the dog to Guardian(s) once any fees for said dog have been paid.
GUARDIAN WILL TAKE POSSESSION OF SAID DOG AT NO COST. FEES WILL APPLY IF RULES BELOW ARE BROKEN.

4. Breeder Obligations

- Breeder will provide written instruction to the Guardian(s) regarding nutrition, training and veterinary care. Breeder is responsible for dietary guidelines and other instructions for health care of the dog including worming and vaccinations, if applicable.
- Breeder can visit the Guardian home a minimum of 3 times per year at pre-arranged times.
- Breeder ultimately has the legal right to approve the choice of the dog’s veterinarian.
- Breeder shall pay for all veterinary expenses as related to breed-related costs. (certification exams, semen collection, etc.).

- Breeder will request services of any MALE dog with a minimum of 3 days notice, up to 2 weeks notice and will take possession of the dog at the appropriate time. Failure to meet these obligations can result in the Breeder terminating the Guardianship agreement, resulting in the return of the dog to the Breeder.
- In the event that dog needs collection of semen/ semen shipped/stud services and Guardian is available to help out with said services, Guardian will be paid at $50.00 per hour for time and consideration (capping at $250.00 per event)

5. Guardian Obligations

- Guardian(s) must provide vet care as needed, at Guardian(s) expense, including the following:
    - regular vaccinations including rabies vaccine
    - Administer monthly flea, tick and heart worm, medications only as approved by Breeder. Guardian must provide Breeder the dates of treatments & any vet care documentation for Breeder's own records when required.
- Guardian(s) may not choose or allow any elective veterinary procedures to be performed on the dog without the written consent of the Breeder.
- Guardian(s) must license dog with County in which Guardian(s) lives and keep license current.
- Guardian(s) are responsible for properly maintaining, containing, training and caring for the dog using methods approved by the Breeder.
- Guardian(s) must follow Breeder’s nutritional guidelines, exercise the dog appropriately, pay for care and food-related expenses, and pay for visits to the veterinarian not related to breeding.
- Guardian(s) must surrender the dog to the Breeder whenever requested and on occasions such as, but not limited to, breeding, specialist vet visits, possible family visits, etc. Ample time to comply will be provided.
- Guardian(s) must inform Breeder of vacations and planned absences. Any persons caring for the dog in Guardian(s)’ absence must be approved by the Breeder in advance.
- In the event the breeder requests the dog be returned, Guardian must return the dog under any and all circumstances until ownership has been transferred from breeder to guardian.
- Guardian(s) agrees to cooperate in arranging transport of the dog to assigned location upon Breeder’s request for testing and collection.

Alternative arrangements may be made at Breeder's discretion and should be agreed upon by both parties.

- Guardian(s) may not use or allow the use of the dog for breeding purposes except as those arranged for by the Breeder.
- Guardian(s) are responsible to ensure that all persons residing with the Guardian(s) and the dog understand and abide by the Guardian contract. Failure to meet any of these obligations can result in the dog being removed from the Guardian home and termination of the Guardianship agreement.
- Immediate Payment to Breeder:
- IF, prior to transfer of ownership from Breeders to Guardian(s), the following occurrences happen, the Guardian(s) agree to pay the Breeders the sum of $5000.00 (dollars):
    - Guardian, independently and without the expressed written consent of Breeders, has the dog spayed or neutered.
    - Guardian intentionally causes injury to the dog that prevents the dog from breeding or intentionally or out of negligence causes death of the dog.
    - Guardian absconds with the dog, transfers possession of dog to anyone other than Breeder, fails to advise Breeder of any change in Guardian(s)' address, or ceases communication with Breeder.

6. Illness, Injury or Death of the dog while in Guardian's care:

- The Guardian is responsible for seeking prompt and appropriate veterinary care in the event of injury or illness of the dog. If choices need to be made regarding type of treatment, these choices must be presented to, and made by, the Breeder unless emergency treatment is required.
- If the dog dies due to negligence on the part of the Guardian, the Guardian owes the Breeder $5000.00. 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 a crate or canine safety belt).
    - Leaving the dog in the sole care of a person under 18 years of age.
- If the dog dies accidentally due to circumstances beyond the control of the Guardian, the Guardian does not owe any money to the Breeder.

7. Transfer of ownership of a proven breeding dog. At the end of the contract, or sooner if Breeder deems acceptable, said dog will be neutered at breeders expense (proof to be provided by Guardian or breeder). Legal ownership of the dog will be transferred from the Breeder to the Guardian at this time.

8**. Return of the dog.** The Guardian may return the dog to the Breeder at any time and for any reason and the Guardianship agreement will be terminated.

9. Upon termination of contract between Guardian and Breeder, in the case that dog is no longer used for breeding or If dog reaches 6 years of age or older and is no longer being bred, ownership will transfer to Guardian at no additional fee. If dog is being bred, ownership will remain with breeder until dog is no longer needed for breeding as stated by breeder.

THIS CONTRACT IS MADE AND SIGNED BY BOTH PARTIES TO ENSURE THE WELL-BEING AND PROTECTION OF THIS DOG. THIS CONTRACT CONSTITUTES THE FULL AGREEMENT BETWEEN GUARDIAN HOME OF_____
AND BREEDER, CLASSIC HERITAGE GOLDEN RETRIEVERS INC. NO OTHER WARRANTY, VERBAL OR WRITTEN, IS IMPLIED. THIS AGREEMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.
READ, UNDERSTOOD AND AGREED TO BETWEEN BREEDER AND GUARDIAN.

_____

BREEDER SIGNATURE DATE

_____

GUARDIAN HOME SIGNATURE DATE