



## Guardian Home Contract

The following is an agreement between **Abigail's Fancy Fans Cavaliers** and \_\_\_\_\_. This contract will serve as a layout of all the details and requirements of the breeder and the guardians of the dog specified below.

### BREEDER

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

### GUARDIAN

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

### PUPPY INFORMATION

Name: \_\_\_\_\_ Dam: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_ Sire: \_\_\_\_\_  
Breed: \_\_\_\_\_ Microchip ID#: \_\_\_\_\_  
Color: \_\_\_\_\_  
Sex: \_\_\_\_\_

### OWNERSHIP

The puppy described in this contract will remain the property of the **breeder** until all terms of the contract are fulfilled. Fulfillment of contract will be provided in writing by the **breeder** along with transfer of AKC ownership and transfer of Microchip ID# information. These transfers will be completed at the cost of the new owner, or **guardian**, and can be completed instantly.

Any puppies or semen related to the puppy described above is also property of the **breeder** and will not be sold, used, or manipulated in any way by the **guardian** until completion of the contract and transfer of ownership is completed.

The puppy's (dog) ownership will be transferred from the **breeder** to the **guardian** once there have been 3 complete breedings and 3 successful litters provided. This contract will define a successful litter as containing at least two (2) healthy puppies.

### BREEDER RESPONSIBILITY

Veterinary Expense – The **breeder** is responsible for breeding related veterinary costs, including pre/post birth screenings if the **breeder** deems those visits necessary.

Support – The **breeder** is responsible for providing any support and advice in regards to the puppy (dog). This includes any dietary needs, medical solutions or recommendations, potty training/behavioral concerns. The **breeder** will be the first contact if there is a medical need not considered an emergency.

Notice – The **breeder** will provide seven (7) day notice through text SMS or by phone call when services will be required, including but not limited to breeding, semen collection, photography sessions, and pre-birth care. Once breeding has occurred a timeline will be provided for the **guardian** by the **breeder** including an expected date of pickup approximately 7 weeks after conception where the dog (Dam) will remain in the **breeder** possession for six (6) to eight (8) weeks until her puppies no longer require her care. The **breeder** retains the right to extend this post-whelping possession to monitor the dog's (Dam) health before releasing her back to her **guardian**.

Testing – The **breeder** is responsible for any health, DNA, and OFA testing that the puppy (dog) will require for proper breeding practices.

Breeding – The **breeder** will wait until the puppy (dog) has had their third (3<sup>rd</sup>) heat cycle in females before breeding will occur, while males will not participate in breeding activities until the puppy (dog) is at least 18 months old.

Completion – The **breeder** will be responsible for spaying or neutering any puppy (dog) that has completed their third (3<sup>rd</sup>) litter requirement before full transfer of ownership is given to the **guardian**.

### **GUARDIAN RESPONSIBILITY**

Housing – The **guardian** will provide safe and exceptional housing for the puppy (dog) for the entirety of its life as these conditions will have an impact on the health of the puppy (dog) and its capability to provide healthy litters.

Exercise – The **guardian** will be responsible for providing a safe, fenced area for the puppy (dog) to play and exercise. Also routine walks/runs will be expected to keep the puppy (dog) in appropriate weight that is safe for breeding.

Socialization – The **guardian** will be responsible for socializing the puppy (dog). This can be done with pets and children inside the current household, however we do not recommend using dog park facilities as the waste left by other dogs can cause parasitic infections.

Veterinary Expense – The **guardian** will provide the puppy (dog) with the proper veterinary care on a consistent schedule ensuring that there is never a lapse in minimal vaccinations, deworming, and grooming. The **breeder** will require a digital or physical copy of every vet visit to ensure the puppy (dog) is vaccinated.

Availability – The **guardian** will be responsible for releasing possession of the puppy (dog) when proper notification of services is provided by the **breeder**. As noted above in the **BREEDER RESPONSIBILITY** section of this agreement, the **breeder** will provide seven (7) day notice through text SMS or phone call of when services will be needed.

Diet/Food – The **guardian** will be responsible for providing a high quality food. The **breeder** is not requiring a specific type/blend/brand of food but will recommend that the puppy (dog) is offered a food consistent with the other dogs in the breeding program.

Notice – The **guardian** will be responsible to notify the **breeder** when the female puppy (dog) begins their heat cycle. At day seven (7) of the heat cycle, the **breeder** will take possession of the puppy (dog) to perform breeding activities and the puppy (dog) will remain with the **breeder** until the process is complete.

### **TERMS AND CONDITIONS**

Removal – The puppy (dog) described above can be removed from the **guardians** possession by the **breeder** at any time for any issue with compliance with this contract. Once removed the puppy (dog) will remain in possession of the **breeder** until matter is resolved and the **guardian** continues compliance with this contract, however the **breeder** retains the right to possess the puppy (dog) indefinitely as it is their sole property until the terms of this contract are fulfilled.

Any unauthorized breeding or semen collection will result in termination of contract completely. The **breeder** will seek financial restitution if any breeding or semen collection causes loss of revenue for the **breeder** or medical injury to the puppy (dog) as it is their sole property until the terms of this contract are fulfilled.

Death – In circumstances of death of the puppy (dog) in the **guardian** possessions due to accident, this contract will be considered complete and all obligations will be met.

Death (negligence) – In the circumstances of death of the puppy (dog) in the **guardian** possessions due to negligent actions, the **breeder** will seek financial compensation for damages in the total amount of \$5,000. Any death deemed not an accident by the breeder will result in this penalty.

Theft – Any refusal to release possession of the puppy (dog) while remaining under this contract will be treated as a theft and reported to the police. This includes moving residences while in possession of the puppy (dog), refusal to respond or comply with notices of services, and “selling” or rehoming the puppy (dog). The **breeder** will also seek financial damages for any of these actions in the total amount of the puppy (dog) plus the three (3) required litters.

Residence – **Guardians** must maintain a residence within fifty (50) miles of the **breeder's** residence. Any plans to move beyond this radius will result in a cancellation of contract and the puppy (dog) will be returned to the **breeder** possession.

Returns – During this contract, if the **guardian** is unable to care, pay, or tend to the puppy (dog), or wishes to release possession of the animal, the **guardian** will be required to return the puppy (dog) to the **breeder** and the contract will be

terminated with no penalty. This contract is non-transferable and any rehoming, sale, or movement of the dog outside the described radius will be treated as theft described above.

Testing – In the instance that a puppy (dog) fails any testing required for proper breeding practices such as health screenings, DNA, and OFA certifications this contract will be considered fulfilled and ownership of the puppy (dog) will be transferred to the **guardian** without any further need for compensation or breeding requirements, however before ownership is fully transferred the puppy (dog) will be spayed or neutered at the expense of the **guardian**.

By signing this contract you are agreeing to all terms written and expressed in this contract and understand the expectations of the agreement and the penalties of failing to meet the terms.

**Breeder Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Guardian Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_