



Seventh Heaven Goldendoodles
Glenn and Cindy Niske
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GUARDIAN AGREEMENT

Dog Info:

Name _____ DOB _____

Microchip # _____ Gender _____

Guardian Info:

Name _____ Home Phone _____

Cell Phone _____ Email _____

Guardian Address

1. PURPOSE -The purpose of this agreement is to define the terms and conditions of guardianship between Seventh Heaven Goldendoodles, hereafter referred to as the "Breeder" and _____, hereafter referred to as the "Guardian" who will care for the above stated dog for the term of this agreement.

2. OWNERSHIP – Ownership and all right, title, and interest of the dog shall remain with Breeder until such time Breeder transfers ownership of the dog to Guardian. Likewise, any puppies born to a female dog shall be the sole and separate property of Breeder and Guardian shall have no ownership interest of possession rights to any such puppies. Semen from a male dog shall also be the sole and separate property of Breeder and Guardian shall have no ownership interest or right to possess or use any of the semen.



3. POSSESSION – Upon execution of this Agreement, Breeder shall transfer possession of dog to Guardian. Guardian shall retain possession of the dog and shall provide physical care to and supervision of the dog subject to the terms and conditions of this Agreement.

4. BREEDER'S OBLIGATIONS – During the time the dog remains in the possession of the Guardian, and during the term of this Agreement, Breeder shall:

- a. Provide Guardian with dietary guidelines to be followed for the dog, and instructions regarding preventative health care to be followed for the dog;
- b. With input from Guardian, designate the veterinarian who will provide veterinarian care for the dog ("The Designated Vet Clinic") and, solely for the purpose of facilitating such care, add Guardian's name as Guardian Co-owner on the veterinarian records;
- c. In the case of a female dog, provide information to Guardian relating to its proestrus (in heat) so that Guardian will uphold Guardian's obligation to recognize when it reaches proestrus and immediately notify Breeder;
- d. Provide approximate dates when a female dog is anticipated to reach proestrus;
- e. When it is time for breeding or collecting semen, take possession of the dog from Guardian until the process is completed at which time the dog will be returned to the possession of Guardian;
- f. Take possession of a female dog from Guardian approximately 7 days prior to whelping (delivery) date and provide care and supervision of the female dog until completion of weaning of puppies born to the female dog; (approximately 7-8 weeks of age, to be determined by Breeder);
- g. Have the right to visit the residence of Guardian at least two (2) times in each calendar year at pre-arranged times, and for additional times upon reasonable notice provided to Guardian of the basis for such additional visits, and one of Breeder's visits may be unannounced during any one year period.
- h. Breeder will pay for all veterinary care related to breeding, whelping, and weaning activities.

5. GUARDIAN'S OBLIGATIONS – During the time the dog remains in the possession of the Guardian as provided for in this Agreement, Guardian shall:

- a. Safely confine the dog by using a traditional fence and will at no time leave the dog outdoors in extreme weather conditions, or chained. Guardian will restrain the dog by using a leash whenever outside the Guardian's house or yard, especially during proestrus and estrus;
- b. Provide adequate exercise for the dog on a daily basis to maintain a healthy weight;
- c. Provide basic obedience training for the dog;



- d. Follow Breeder's instructions regarding preventative health care and dietary guidelines and pay all costs and expenses associated with feeding the dog. **Guardian must consult Breeder before any change in diet or supplements are implemented. Breeder must approve any dietary changes.**
- e. Pay for veterinary appointments for sick visits and well visits that include: Breeders requirements for vaccination protocol, rabies vaccine per Breeders age requirements, and semi-annual fecal test. Administer and pay for monthly flea, tick, and heartworm medications as approved, and only as approved and required, by Breeder. Guardian must provide Breeder with vet records from each exam.
- f. Consult with Breeder at first sign of illness or at time of injury and pay for any veterinary visits due to illness or injury while in Guardian's care;
- g. Use only the services of the veterinarian selected and approved by Breeder unless an emergency situation dictates otherwise. Guardian must insure that Breeder is designated in the records of the Designated Vet Clinic as the legal owner so as to provide Breeder with complete access to all medical information;
- h. **For female dogs, deliver and pick up the dog from Breeder upon Breeder's request for vet appointments, breeding, and/or whelping purposes; Dogs must be delivered or picked up within one hour of the designated time; For male dogs, transporting will be shared as equally as possible.**
- i. Notify Breeder of scheduled vacations or other absences from the Guardian's Address or Substitute Address that may coincide with breeding times;
- j. Schedule and pay for boarding expenses that may be necessary when taking vacations, etc. at a boarding facility approved by Breeder;
- k. Maintain, at all times, a principle residence at which dog is to be kept within 2 hours from Breeder's current residence for females and within 45 minutes for males and notify Breeder of any intended change of address providing the new address ("Substitute Address") and telephone and cell numbers.
- l. Provide grooming, teeth and nail care, and basic coat care for dog at least every 8-10 weeks by a licensed groomer or if able, Guardian may provide appropriate grooming provided that a healthy coat is maintained;
- m. Guardian will provide accident/illness insurance coverage for dog while in his/her care unless waived by Breeder in writing;
- n. Guardian will not have intact male and female dogs living in the same home.
- o. Guardian will maintain dog at a healthy weight.
- p. Guardian of a female will take dog to the Designated Vet at the first sign of heat for a Brucellosis (blood) test each time the dog comes into heat. Breeder will pay the bill.

6. REMOVAL OF DOG – Breeder may remove the dog from the possession of the Guardian for non-compliance of terms of this agreement, at which time this Agreement will terminate.



7. DEATH OF DOG IN GUARDIAN'S POSSESSION – Except as hereinafter provided, should the dog die from natural causes while in the possession of Guardian, this Agreement shall terminate upon the happening of such occurrence and neither party shall have any further obligation to the other party. If death of the dog was due to negligence of the Guardian, or if the dog disappears during the contract period Guardian will pay Breeder the sum of \$5,000, in cash or its equivalent, within thirty (30) days. Negligence, as used herein, includes, but is not limited to, the following:

- a. Failure to contain or supervise the dog in a responsible manner, including its containment in a moving vehicle if not contained inside vehicle (i.e. pickup truck)
- b. Leaving the dog alone in a vehicle if the outdoor temperature is over 65 degrees F.
- c. Failure to prevent the dog from having access to toxic materials.
- d. Theft of dog due to a lack of supervision.
- e. Leaving the dog in the sole care of a person under the age of 14 years.
- f. Allowing the dog to become excessively overweight.

8. DEATH OF DOG IN BREEDER'S POSSESSION – Should dog die from natural, accidental, or other causes while in possession of the Breeder, this Agreement shall terminate upon the happening of such occurrence and neither party shall have any further obligation to the other party.

9. TRANSFER OF OWNERSHIP – PROVEN BREEDER OR PROVEN SIRE – When Breeder, in the sole and absolute discretion of the Breeder, determines that the dog, either a proven breeder or proven sire, shall no longer be used for breeding purposes, Breeder shall transfer ownership to Guardian at no cost to the Guardian. Guardian of a female dog agrees that Breeder is entitled to a total of four litters prior to the dog reaching five years of age, each litter to consist of at least three live puppies. Should the total yield of puppies be less than 12 live puppies, Breeder will be entitled, at Breeder's option, to exceed four litters. Guardian agrees a male may be used for breeding until the age of eight years. Breeder may, at Breeder's sole option, spay or neuter the dog prior to transferring ownership to Guardian. Should Breeder decide to spay or neuter the dog prior to transferring ownership to Guardian, the cost of having the dog spayed or neutered shall be paid by the Breeder. Guardian agrees to have the dog spayed or neutered within three weeks of Breeder's decision to have her/him spayed/neutered at Breeder's expense.



10. TRANSFER OF OWNERSHIP – POTENTIAL BREEDER OR POTENTIAL SIRE – If, within two years of the date of this Agreement, Breeder determines, in Breeder's sole discretion, that the dog, either a potential breeder or potential sire, is unable to be utilized for breeding purposes, Breeder shall offer to transfer ownership of the dog to Guardian for a price of \$2,500 which the parties agree is the fair market value for such dog. This right to purchase is, however, conditioned upon the Guardian paying all costs and expenses to spay/neuter the dog prior to purchase. The parties agree that this agreement for transfer of ownership is fair and reasonable since the Guardian received the dog as an eight week old puppy for no consideration paid to Breeder.

11. VIOLATIONS PAYMENT TO BREEDER – In addition to such other remedies as may be available to Breeder in an action in equity and/or at law, for any violation of the terms of this contract, Guardian will be subject to, and hereby agrees to pay, as a penalty, the sum of \$30,000 for any of the following enumerated violations of this contract:

- a. Guardian without the express written consent of Breeder, has the dog spayed or neutered;
- b. Guardian acts intentionally or willfully and wantonly with reckless disregard for the welfare of the dog so as to cause injury to the dog that prevents the dog from breeding or so as to cause the death of the dog.
- c. Guardian absconds with the dog or fails to timely advise Breeder of a change in Guardian's address or ceases communication with Breeder.
- d. Guardian allows dog to breed or be bred without Breeder's consent, and each such occurrence shall subject Guardian to a separate penalty in the amount of \$30,000.

12. INDEMNITY/ATTORNEY FEES/DISPUTES: Guardian agrees to indemnify and hold harmless the Breeder from and against all claims, liabilities, losses, costs, damages (including costs and attorney's fees) incurred as a result of claims made by third parties against Breeder arising out of, or incident to, Guardian's possession of the dog.

13. CONFIDENTIALITY OF DISPUTES: Guardian and Breeder agree, that in the event of a dispute between them, neither will publish or communicate the existence or content of such dispute in any media or forum, including social media, provided that this provision shall not be interpreted so as to prevent either party from bringing legal action or engaging in confidential mediation as herein provided.

14. FULL AND FINAL AGREEMENT – Both parties agree this writing represents the entire agreement between them and that no other representations, either oral or written have been made regarding the dog described above. The parties further agree that no changes in this contract shall be binding upon either of them without written modifications agreed upon by both parties. The parties agree that this agreement shall be subject to interpretation under the



laws of the State of South Carolina, that jurisdiction for the resolution of any dispute pertaining to this agreement shall lie in the State of South Carolina, and that venue shall lie for such resolution in the Circuit Court of Richland County, South Carolina. As part consideration for this agreement, Guardian hereby expressly submits to the jurisdiction of the State of South Carolina and agrees to venue in Richland County, South Carolina as the situs for the resolution of any disputes pertaining to this agreement. Guardian agrees that he/she understands this Agreement fully, and that he/she has been afforded the opportunity to consult with legal counsel prior to its execution. If any part of this agreement is deemed unenforceable by law, the remainder of this Agreement shall remain in full force and effect to the extent that it may be so interpreted consistent with its purpose and intent. Should any disputes arise between the parties regarding the terms of this Agreement, each party agrees to mediate their claims in good faith before a neutral third party prior to filing any legal action(s), provided, however, that in the event that a dispute occurs, Breeder will have the right, at Breeder's election, as owner of the dog, to possess the dog during the resolution of such dispute. If Guardian breaches or violates any term, condition, rule or policy contained or referenced in this Agreement, or any amendment thereto, Guardian shall be liable for any and all expenses including reasonable attorney fees incurred by Breeder, to enforce the terms of this agreement.

15. INABILITY TO FULLFILL AGREEMENT. It is understood that the undertaking of Guardianship, as herein set forth, entails a substantial obligation on the part of the Guardian, much like raising an infant child. Although the potential benefit of ultimate ownership of the dog following its breeding by Breeder is a substantial potential future benefit unforeseen circumstances may arise in which it becomes impossible for Guardian to uphold Guardian's future obligations under this agreement. In such circumstances, Guardian must notify Breeder at the earliest possible time of such impossibility and state fully the circumstances that render future performance impossible. Upon receipt of Guardian's written statement of impossibility, Breeder shall have the right to take full possession of the dog. If Breeder does take possession of the dog under the provisions of this paragraph, Guardian will not be entitled to any compensation from Breeder nor be obligated for any future care of the dog but shall not be absolved or released from any past violations of this contract nor damages sustained by Breeder as a result thereof.

BREEDER _____ **DATE** _____

GUARDIAN _____ **DATE** _____

DESIGNATED VET INFO



NAME _____

ADDRESS _____

_____ **PHONE** _____

**FLEA/TICK
PREVENTATIVE** _____

**HEARTWORM
PREVENTATIVE** _____

**BRAND OF
FOOD** _____