



## **GOLDEN XPRESS LABRADOODLES**

### **Stud Male Guardian Home Agreement - Typical**

This Stud Male Guardian Home Agreement (“Agreement”) is made between Golden Xpress Labradoodles, LLC, an Oregon limited liability company (“Breeder”) and ” and collectively the “Parties”. The effective date of this Agreement

1. Description of Dog. The dog identified below (“Dog”) is being placed into a Guardian Home. Guardian agrees to take physical custody of Male Puppy or Female Puppy, and understands that Puppy is owned by Breeder who will be using the puppy in Breeders program exclusively once they have reached breeding age (providing that Breeder has deemed his pre-breeding health testing results satisfactory).

- a. Dog Type: Australian Labradoodle
- b. Registered Name: Golden Xpress’s
- c. Date of Birth:
- d. Microchip ID: 1
- e. Dam: Golden Xpress
- f. Sire:

2. Payment.

Security deposit of \$500.00 will be made to breeder. Deposit is refunded at the end of the breeding dog’s career and successful completion of this contract. The deposit will not be returned if the dog is determined to not be of breeding quality by the breeder and is never bred or if the guardian is unable or unwilling to complete this contract in full.

3. Ownership.

a. Guardian understands that official ownership of Dog shall remain with Breeder until Dog has finished his breeding career, at which time ownership will be transferred to Guardian. It is at Breeder’s discretion when Dog is ready to begin breeding and Dog’s breeding career could be up to four years after Dog is able to start his breeding career.

- b. Guardian shall retain custody of Dog subject to full performance of this Agreement, including but not limited to, the Guardian Obligations set forth in section 4 of this Agreement. Breeder may, without advance notice, remove Dog from Guardian's custody, possession or control if Breeder determines, in her sole discretion, that Guardian has breached this Agreement or any part thereof.
4. Guardian's Obligations. Guardian agrees to the following conditions regarding Dog:
- a. Guardian will provide a caring and loving environment for dog.
  - b. Guardian will feed Dog only premium quality food approved by Breeder. Generic, common, or grocery store pet foods do not constitute premium quality food.
  - c. Guardian will not change Dog's diet unless approved by Breeder.
  - d. Guardian will not allow Dog to become overweight or obese.
  - e. Guardian will safely confine Dog at all times when Dog is outdoors by using a leash, electric or physical fence, or kennel, except as permitted by subsection y. of this Agreement.
  - f. Guardian agrees to only use dog safe fertilizers, weed killers and all other chemicals in yard as deemed safe by Breeder. Breeder will provide recommendations to Guardian. Breeder recommends ProGrass in Wilsonville, Oregon (503-682-0889) or a company this is similar (no toxic poisons).
  - g. Guardian agrees to provide regular and adequate exercise for Dog, but will restrict Dog's physical activity to a reasonable level (limited climbing of stairs, jogging, extensive walks, or difficult terrain) until Dog reaches 18 months of age. Guardian acknowledges that exposing Dog to excessive physical activity before Dog reaches 18 months of age may cause permanent damage and will void this Agreement.
  - h. Guardian will notify breeder immediately at first sign of illness or injury while in Guardian possession.
  - i. Guardian agrees to maintain Dog's coat by having Dog groomed whenever necessary (usually every 8 weeks) at Guardian's expense. Dog should never be terribly matted or have to be shaved to the skin. Breeder's recommended Groomer is Newberg Vet (503-538-8303) and Pet Smart Grooming.

j. Guardian agrees to keep Dog in **full puppy coat** and not have the first haircut, or any type of trim, until Dog is at least 1 year of age **without Breeder's full permission.**

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This allows for Breeder to evaluate Dog's coat and keep pictures current on Breeder's website while an adolescent.

k. Guardian will not use household chemicals or herbicides that are not approved for use near children or animals.

l. Guardian agrees to provide basic obedience training and socialization training (90 minute minimum session) for the Dog. Breeder's recommended trainer is Cooper's Dog Training (Katherine Aromaa, 971-227-0721), PetSmart classes or any clicker training class. Additionally, Guardian agrees to provide 4 weeks of

group puppy classes covering basic obedience at location of choice prior to Dog reaching 6 months of age. Dog will consistently know and respond to commands of sit, down and stay. Guardian agrees to properly socialize Dog and Dog will feel comfortable around people and other dogs with no sign of fear or aggression to other dogs of any size. Guardian to provide Breeder with proof of completion of training on or before. TBA

m. Guardian will provide proper veterinary care for Dog at Guardian's expense including well visits, annual inoculations, rabies vaccines and fecal tests, or those related to illness or accident (along with medications needed) and will provide monthly flea, tick and heartworm medications as recommended by Guardian's veterinarian. Guardian will perform any and all testing that the veterinarian requires to properly diagnose and treat Guardian Dog. Breeders recommended Vets are Newberg Veterinary Clinic (Dr. Weber, 503-538-8303) or Wilsonville Vet Clinic (503-692-3737) and Dr. Ferro, Barclayhills animal Hospital 503 656-0674.

n. Guardian will notify Breeder within 24 hours of any of Dog's veterinary visits, treatments, etc. regardless of the purpose of the visit.

o. Guardian will provide Breeder with a current mailing address and telephone number and will promptly notify Breeder of any updated contact information for Guardian during the period under this Agreement.

p. Guardian agrees to allow Breeder to visit as often as deemed necessary by the Breeder to assure quality care and acceptable provisions are being made.

q. Guardian agrees to transport Dog to and from Breeder's home whenever Breeder deems necessary. Breeder will make reasonable attempts to transport Dog from Guardian's home whenever possible.

r. Guardian agrees to make Dog available for breeding dates and understands that these dates may sometimes occur with less than 24 hours notice.

s. Guardian agrees to discuss all vacations and planned absences with Breeder.

t. Guardian will never board or place Dog in a kennel facility without Breeder approval. Breeder must approve arrangements for Dog while Guardian is gone for extended time.

u. Guardian will not change Dog's registered name with any registration association or veterinary clinic. Dog will always be registered under Golden Xpress Labradoodles until Dog has finished his breeding career.

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v. Guardian will not give, transfer or sell Dog while under this agreement and while owned by Breeder.

w. Guardian agrees to notify Breeder of moving or changes in personal information. If Guardian plans on moving over 75 miles from Breeder, Guardian understands that Breeder has the right to reclaim Dog until Dog has finished breeding career.

x. Guardian agrees to indemnify and hold harmless Breeder from and against all claims, liabilities, losses, costs, damages and expenses by reason of any damage to property or injury or death to individuals allegedly caused by Dog while in possession of Guardian.

y. Guardian shall not take Dog to off-leash parks or allow Dog off leash until perfect recall is demonstrated to Breeder's satisfaction.

5. Breeder's Additional Warranties. Breeder agrees as follows:

- a. Breeder warrants that Dog is in good health as of the date of delivery and that Breeder has provided Guardian with copies of all medical records for Dog. For purposes of this Agreement, "date of delivery" means the date when Dog is released to Guardian or placed with a third-party authorized to deliver Dog to Guardian.
- b. Breeder shall pay, or reimburse Guardian for, all veterinary bills for specific breeding health testing for Dog performed at Breeder's request.
- c. Breeder shall provide Guardian with instructions regarding dietary guidelines and instructions regarding preventative health care for Dog.
- d. Breeder shall provide Guardian with information regarding the potential risks of vaccinations; however Breeder expressly disclaims liability for any health issues that result from a vaccination.
- e. Breeder shall pay the spay/neuter expense once Dog has completed breeding career.

6. Damages.

- a. Guardian acknowledges that Breeder is engaged in the business of breeding dogs. Guardian shall not stud out, nor permit any other party besides Breeder to stud out, Dog. If Guardian studs out, or permits studing out of Dog in violation of this agreement, Guardian shall be liable to Breeder for all direct and consequential damages, including lost profits.
- b. If Dog is injured while in Guardian's care as a result of Guardian's negligence or other breach of this Agreement, Guardian shall be liable for all direct and consequential damages, including lost profits.
- c. If Guardian neuters, or permits a third party to neuter, Dog without Breeder's express consent, Guardian shall be liable for all direct and consequential damages, including lost profits.

7. Removal of Dog.

- a. Dog will be removed from Guardian if Dog is neglected.

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- b. Dog will be removed from Guardian if medical attention is not given in an appropriate time and manner.
  - c. Dog will be removed from Guardian if Guardian moves from agreed upon address without notification.
  - d. Dog will be removed from Guardian if left outside unattended in a public area without leash or supervision.
  - e. Dog will be removed from Guardian if any of the conditions in this contract are not met. If Dog is removed, Guardian will forfeit the security deposit.
  - f. Security deposit will not be refunded if any of the contract conditions are not met.
8. Governing Law. This Agreement is governed by the laws of the State of Oregon.
9. Dispute Resolution. Any dispute or claim arising from or relating to this Agreement

shall be resolved by arbitration using the arbitration rules of Arbitration Service of Portland, Inc. Judgment upon any award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. The parties acknowledge that mediation helps parties settle their dispute and any party may propose mediation whenever appropriate through Arbitration Service of Portland or any mediator selected by the parties.

10. Venue. Venue for any arbitration of any dispute or claim referenced in Section 9 of this Agreement shall be in Clackamas County, Oregon.

11. Attorney Fees. In any arbitration, suit, or action arising from this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and costs incurred therein.

12. Full and Final Agreement, Guardian and Breeder agree that this Agreement is the final and complete agreement of the parties with respect to the matters covered herein. This Agreement replaces any prior written or oral understanding and may only be changed by written agreement signed by Guardian and Breeder.

GUARDIAN

\_\_\_\_\_ Date: \_\_\_\_\_

BREEDER

\_\_\_\_\_ Date: \_\_\_\_\_

Stacey Smithers – Golden Xpress Labradoodles