

**Guardian Home Contract**

This Guardian Home agreement is entered into this \_\_\_\_ day of \_\_\_\_ 20\_ (the “Effective Date”), between Woodwind Miniatures (“Breeder”) at 1805 Southgate Way, Grants Pass, OR 97527

And \_\_\_\_\_  
 (“Guardian”),

Whose address is \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Guardian’s Phone  
Number(s) \_\_\_\_\_

Guardian’s Email  
Address \_\_\_\_\_

**Woodwind Miniatures Statement of Purpose**

Breeder is a Miniature Australian Shepherd and Miniature Aussiedoodle that has developed a Guardian Home Program. This program allows Woodwinds breeding dogs to be fostered by loving forever homes while still maintaining status as a breeding dog for a contracted numbers of litters or to stand at Stud. The Guardian seeks to provide a puppy with a loving forever home and also support the Breeder’s breeding needs through the Guardian Home Program. As such, Breeder agrees to deliver a puppy to Guardian and Guardian agrees to accept Guardian puppy and perform in accordance with this Agreement. NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**Guardian Home Dog**

The Breeder agrees to deliver to the Guardian in sound condition ONE (1) MALE OR (1) FEMALE MINIATURE AUSTRALIAN SHEPHERD OR MINIATURE AUSSIEDOODLE (hereinafter designated “Guardian Home Dog” or “Guardian Home Female/Male” or “Guardian Female/Male”) described as follows:

BIRTH NAME: \_\_\_\_\_

WHELPING DATE: \_\_\_\_\_

SIRED BY: \_\_\_\_\_

OUT OF: \_\_\_\_\_

Signing of this Agreement and prior to delivery of Guardian Home Female/Male, Guardian agrees to whelping \_\_\_\_\_litter(s) (Hereinafter “contracted litter”) of pups from Guardian Home Dog OR Guardian Home Dog to stand at Stud for up to 5 “breeding” years.

**Dog Ownership** Guardian Home Female/Male Dog is the property of the Breeder until all terms of this Agreement have been fulfilled. First Breeding must be completed within 2 years of signing, or Guardian Home Female shall be returned to Breeder. Upon satisfaction of this Agreement, Breeder will transfer ownership in Guardian Home Dog to Guardian.

### **Guardian’s Care Responsibilities**

**General** It is agreed that Guardian Home Dog is currently valued at \$5000, and that this value will increase as she/he matures and when/if additional genetic tests are required and passed. Furthermore, this agreement is to provide assurance that Guardian Home Dog will thrive in her/his loving home, which is intended to be her/his forever home. As such, Guardian agrees to give full and proper care to Guardian Home Dog.

**Feeding Program:** The Guardian agrees to feed Guardian Home Female/Male only quality dog foods.

**Vaccinations:** The Guardian agrees to vaccinate the Guardian Home Dog in accordance with veterinary standards. These vaccinations include (for Guardian Pup): Distemper, Hepatitis, and Parvovirus and at three months of age, Rabies. (Adult) Guardian Female/Male also requires Bordetello and Parainfluenza and regionally-recommended vaccinations. In addition, heartworm and flea and tick prevention are required for both Guardian puppy and later as an adult female/male Guardian.

**Training of Guardian Home Dog** the Guardian agrees to train the dog to Breeder’s standards. Breeder’s standards include Basic and Intermediate Obedience.

**Supervision:** The Guardian shall at all times keep the Guardian Home Female/male under close supervision and maintain her/him under physical control at all times for the duration of this agreement. The Guardian is responsible for any damage or injury inflicted by the Guardian Home Female/male while in Guardian’s possession. The Guardian waives all rights of and claims for contribution and indemnification from Breeder and, with respect to any liability for damage or injury by the Guardian Home Female/Male, agrees to pay and assume all such liability and damage and to forever fully indemnify Breeder.

### **Veterinary Expenses**

In the event of accident or injury, Guardian assumes responsibility for all necessary veterinarian or hospital charges.

In the event of illness, Guardian assumes responsibility for all necessary veterinarian or hospital charges.

Guardian assumes all responsibility for all routine veterinary costs including heartworm & flea control, vaccinations, teeth cleaning, and wellness exams.

### **Breeder Access**

A representative of Breeder may show, photograph, and have access to Guardian Home Female/Male for genetic testing, veterinarian visits, and breeding. Guardian agrees to provide Breeder with such access upon request.

Breeder will request services of any Male dog with a minimum of 3 days' notice, maximum of 2 weeks' notice and will take possession of the dog at the appropriate time. Failure to meet these obligations can result in the Guardian terminating the Guardianship agreement, resulting in the return of the dog to the Breeder.

All health records, information regarding lineage, and any document pertaining to Guardian Home Female/Male will be available to both Breeder and Guardian.

Guardian agrees to report all non-routine veterinary visits to Breeder and deliver veterinary reports by either email or regular mail to Breeder. Non-routine veterinary visits include all visits excluding vaccinations, teeth cleaning, or wellness checks.

### **Breeding**

Contracted Litters. Breeder holds breeding rights as described below:

Guardian will assist in Breeding and agrees to the terms of this Agreement for \_\_\_\_\_ litters ("Contracted Litters") of puppies following Guardian Home Female's first birthday or beginning with her second heat, whichever comes first, unless other arrangements are made in writing between the parties.

Breeder may choose not to use all Contracted Litters breeding rights. If Breeder determines that fewer litters are required, a bill of sale will be given to the Guardian transferring ownership of Guardian Home Dog to Guardian, and this Agreement will be deemed satisfied.

Guardian may not use or allow the use of the dog for breeding purposes except as those arranged for by the Breeder.

At the end of the 5-year contract, or sooner if Breeder deems acceptable, said dog will be neutered at the Breeder's expense. Legal ownership of the dog will be transferred from the Breeder to the Guardian at this time.

**Financial Responsibilities** Breeder will be responsible for the following financial expenses related to the breeding of Guardian Home Dog:

- Genetic Testing;
- Stud Fees;
- Semen Collections and Shipments;
- Veterinarian Breeding Assistance including insemination or complications with delivery;
- Dew claw removal at 2-4 days old;

- Well-puppy examinations at the time of first puppy shots;
- First puppy shots and worming;
- Well-puppy examinations and certificates of health for airline travel; and
- For advertising, new owner, and new Guardian Home selection for puppy (puppies).

### **Guardian's Breeding Responsibilities**

- Breeder Communication.
- Guardian shall communicate with Breeder each time Guardian Home Dog is in heat, beginning with the maiden heat and on every heat thereafter for the duration of this Agreement.
- Heat is defined as the first day a spot of blood is noticed. Guardian must keep the Guardian Home Female away from all in-tact male dogs while she is in heat to prevent accidental breeding.
- Care of Pregnant Guardian Home Dog: A nutritious diet is important to insure the continued good health of Guardian dog and for the development of strong, vigorous pups. The Guardian agrees to feed the pregnant Guardian Home Dog both approved puppy food and her regular approved diet (See Guardian Information on Website or contact Breeder).

**Whelping** Unless other arrangements have been made with and approved by the Breeder, Breeder will whelp Guardian Home Female on Breeder's premise. Breeder is responsible for the puppies tails to be docked and dewclaws removed between 2 to 4 days. Puppies will stay on female until they have been whelped (8 Weeks) at which time Female will be returned to Guardian.

**Change of Address** The Guardian shall notify the Breeder in advance of any changes of address or phone number so the Breeder may maintain an accurate and current listing. Guardian may not move outside of existing living area or more than six (6) hours from Breeder and take Guardian Home Dog prior to the satisfaction of this Agreement unless Guardian obtains prior written consent from Breeder. If agreed to by Breeder and in writing, Guardian agrees to pay ALL travel expenses, Hotel, Gas, etc., associated with transporting Guardian Home Female/Male for Breeding and/or puppy transport.

**Puppy Ownership** All puppies from Contracted Litters are the property of Woodwind's Breeder.

**Liquidated Damages** Guardian agrees to make his or her best efforts to comply with all the terms of this Agreement. If Guardian fails to comply with breeding requirements, Guardian agrees to pay Breeder in liquidated damages, and not a penalty, a fee of TWENTY THOUSAND DOLLARS (\$20,000). This fee is a genuine estimate of damages that may be incurred by Breeder as it is the expected value of Guardian Home Dog's puppies to Breeder's program.

This fee is reasonable in light of the harm that will be caused by the failure to breed, the difficulty in proving the extent of monetary loss, and the inconvenience of otherwise obtaining an adequate remedy at law. In addition, Breeder maintains the right to immediately recover possession of Guardian Home Dog from Guardian.

### **Spaying Guardian Home Dog**

**Liquidated Damages** If Guardian Spays/Neuters Guardian Home Dog without the knowledge and written consent of Breeder, Guardian agrees to pay Breeder in liquidated damages and not a penalty the sum of TWENTY THOUSAND DOLLARS (\$20,000). This fee is a genuine estimate of damages that would be incurred by the Breeder if Guardian Home Dog can no longer be bred and the loss of lineage in Breeder's program, which cannot be replaced. This fee is reasonable in light of the harm that will be caused by the loss of the ability to breed the Guardian Home Dog, the difficulty in proving the extent of monetary loss, and the inconvenience of otherwise obtaining an adequate remedy at law.

**Unfit for Breeding** If a Guardian Home Dog is deemed unfit for breeding by a veterinarian due to health issues, that professional opinion must be confirmed by a second veterinarian of Breeder's choice. Upon the confirmation of diagnosis and with Breeder's agreement, the Guardian Home Dog shall be spayed/neutered and this Agreement will be satisfied.

### **Accidental Breeding**

Any accidental breeding must be reported to Breeder within 24 hours. Guardian acknowledges that Breeder operates a business, and any accidental breeding will cause significant harm to Breeder's business. Guardian agrees to pay Breeder in liquidated damages and not a penalty, a fee of FIVE THOUSAND DOLLARS (\$5000.00) for any failure to report an accidental breeding within 24 hours. This fee is a genuine estimate of damages that may be incurred by Breeder for not having an opportunity to take action after accidental breeding. The fee is reasonable in light of the harm that will be caused by the accidental breeding, the difficulty of proving the extent of monetary loss, and the inconvenience of otherwise obtaining an adequate remedy at law.

All puppies from any accidental breeding are the Property of Breeder and will be placed in homes by Breeder.

Any accidental breeding does not constitute a Contracted Litter and the Guardian will not be compensated; however, puppies from an accidental breeding must be cared for with the same diligence and respect as puppies from contracted litters in accordance with the terms of this Agreement.

**Breeding after Contract Satisfaction** Guardian is not required to spay/neuter Guardian Home Dog when this Agreement is satisfied. If Guardian likes, Guardian may breed Guardian Home Dog and sell one to two more litters and keep the net proceeds from those litter(s). Breeder will help with the acquisition of an approved stud dog and website advertising, if requested.

### **Term & Termination**

The Term of this Agreement begins on \_\_\_\_\_ day of \_\_\_\_\_; 20\_\_\_\_ and terminates upon the delivery of the \_\_\_\_\_ Contracted Litter(s) of puppies to Breeder.

### **Termination by Breeder**

Breeder may terminate this Agreement without further notice upon Guardian's material breach of any term of this Agreement. Upon termination, a Breeder representative may recover possession of the Guardian Home Female/Male for immediate re-homing with no compensation to the Guardian. Nothing in this section precludes Breeder from collecting any liquidated damages due in accordance with any other section of this Agreement.

### **Termination by Death of a Canine**

#### **Death of a Canine by Preventable Causes**

If Guardian Home Female/males dies from a preventable cause, including a preventable accident, Guardian agrees to pay Breeder in liquidated damages and not a penalty the fee of FIVE THOUSAND DOLLARS (\$5000), which is the genuine estimated value of the Guardian Home Dog at the time of this agreement. This fee is reasonable in light of the harm that will be caused by the loss of the Guardian Home Dog to Breeder's program, the difficulty in proving the extent of monetary loss, and the inconvenience of otherwise obtaining an adequate remedy at law. Other causes of death or natural disasters must be certified by two veterinarians, the veterinary cost of which is the responsibility of the Guardian. In the event two veterinarians certify that the death was not preventable or constituted an act of God, Guardian will be released from any financial liability to Breeder. As such, veterinarian certification of cause of death is required until this agreement is satisfied.

#### **Death of a Canine while in Breeder's possession**

Notwithstanding the foregoing, if Guardian Home Female/Male dies while in Breeder's possession or during pup birthing activity, Breeder will replace the female/male Guardian home dog with another of equal quality. The replacement dog will not have breeding obligations unless both parties agree in writing and ownership.

### **Termination by Guardian**

Guardian may terminate agreement in writing subject to the foregoing provisions. Upon termination, Guardian must return Guardian Home Dog to Breeder within three (3) days. Any liquidated damages in accordance with this agreement are due to Breeder immediately upon providing notice.

**Change of Guardian Home Circumstances** Should Guardian's circumstances change so Guardian is unable to keep the Guardian Home Dog, the Guardian Home Dog must be returned to Breeder.

### **Miscellaneous**

**Integration** This Agreement and the other Transaction Documents constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all

other prior agreements and understandings, both written and oral, between the Parties or any of them with respect to the subject matter hereof and thereof.

**Severability** If any provision of this Guardian Home Agreement is determined by a Oregon Court to be unenforceable to any extent, the rest of that provision and of this Agreement will remain enforceable to the fullest extent permitted by law.

**Binding Effect** Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, legatees, legal representatives, successors, transferees, and assigns.

**Governing Law** The laws of the State of Oregon shall govern the validity of this Agreement, without giving effect to its conflicts of law's provisions, the construction of its terms, and the interpretation of the rights and duties of the parties hereto.

**Submission to Jurisdiction Waivers** the Breeder and Guardian agree that disputes arising out of or relating to this Agreement shall be brought exclusively in the Courts of the State of Utah. The Seller and Purchaser consent and submit to jurisdiction in such courts and waive all rights to trial by jury.

**Enforcement** In the event either party shall seek enforcement of any covenant, warranty or other term or provision of this Agreement or seek to recover damages for the breach thereof, the party which prevails in such proceedings shall be entitled to recover reasonable attorneys' fees and expenses actually incurred by it in connection therewith.

**Amendments** Any amendments to this Agreement may only be made in writing signed by all the parties hereto.

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed as of the Effective Date.

BREEDER OF WOODWIND MINIATURES (Rachel Williams and or Jan Sanders)

Guardian Full  
Name\_\_\_\_\_

Signature of  
Guardian\_\_\_\_\_

Name of Dog  
\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

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Date

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