

# HIGH DESERT LABRADORS

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## Guardian Contract

This guardianship agreement is entered into in Frisco, Texas, on the date written below between High Desert Labradors, LLC (“Breeder”) and \_\_\_\_\_ (“Guardian”).

This agreement pertains to \_\_\_\_\_, an intact AKC Labrador Retriever, born on \_\_\_\_\_, with Registration # \_\_\_\_\_ and microchip # \_\_\_\_\_, hereafter referred to as “Dog” and is entered into on \_\_\_\_\_. This agreement is between Guardian and Breeder.

1. Ownership and all rights and interest to the Dog shall remain with the Breeder until such time as Breeder shall, by bill of sale or other written evidence of transfer, assign and transfer ownership of the Dog to Guardian. Likewise, any puppies born to Dog shall be the sole and separate property of Breeder and Guardian shall have no ownership or interest of possession rights to any such puppy.
2. Breeder is responsible for the costs of all genetic health testing that the Breeder chooses to do to insure that the Dog is genetically sound to breed. The Guardian is responsible for transporting Dog to and from the Veterinarian office for said testing at the necessary time. Breeder is responsible for all breeding related medical costs.
3. Should Breeder decide for any reason that Dog is not genetically superior to breed from, Dog shall then be spay/neutered at Guardian’s expense. After Dog has been desexed, Guardian may keep Dog and the contract shall be considered completed and fulfilled and ownership will be transferred.
4. Guardian agrees to have no other intact dogs of the opposite sex allowed in their home, provide a fully secured fenced yard, and communicate freely with us the health and condition of the Dog. Guardian is responsible for general veterinary health care and wellness of the Dog, which includes, yearly vaccinations, worming, flea and tick prevention, grooming and food. Guardian agrees to provide socialization and basic obedience at home or from obedience classes. Guardian also agrees to provide ample exercise and maintain the dog at a healthy weight. Overweight females can have a hard time passing hip and elbows tests and can have smaller litters as well as a difficult time during the whelping process **(this is extremely important.)**
5. Guardian agrees to work with Breeder to arrange transporting Dog to Breeder as needed for breeding and whelping. It is important that attention be given to when Dog’s cycle has started and this information is given to the Breeder immediately.

6. By contract we will breed a female for the first time between the age of fifteen months and three years of age. At the heat cycle of Breeders choosing after fifteen months of age, she will come back to our home temporarily for breeding, then when she is due, stay with Breeder for a period of 8-10 weeks for whelping and nursing the puppies. (This is an excellent time for Guardian to plan a trip and not have to pay for boarding of their pet.) A male may be retained to sire litters until he is six years old but will not need to be away from his family for long periods of time.
7. Breeder has all rights to the first four breedings between fifteen months and 6 years of age. After four successful litters, Breeder and Guardian will discuss the option of further breedings based on the quality of puppies produced. If it is deemed that the female would be a good candidate for more litters, Guardian has the option of allowing Breeder the rights to more breedings. For every litter after the fourth contracted litter, Breeder agrees to reward Guardian with \$150 per live puppy.
8. During the term of this contract, Guardian may permanently return Dog to Breeder for any reason, at which time this contract shall terminate. If Dog dies accidentally due to circumstances beyond the control of the Guardian, the Guardian does not owe any payment to Breeders. If dog dies due to negligence on the part of the Guardian, the Guardian agrees to pay the breeding price of \$5,400.00 to Breeder.
9. Guardian shall pay Breeder the breeding price of \$5,400.00 if Guardian intentionally causes injury to Dog that prevents Dog from breeding, intentionally causes the death of the Dog, if Guardian absconds with Dog, fails to provide Breeder with change of address or contact information, or ceases communication with Breeder.
10. Guardian agrees to indemnify and hold harmless the 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 the possession of Guardian.
11. Guardian agrees to notify Breeder of scheduled vacations or other absences from the area, which may occur during Dog's heat cycle or whelping time.
12. Neither Guardian or Breeder has the right to sell Dog to another party or require Dog back from the Guardian if Guardian has and is meeting all requirements listed in this contract.
13. Should Guardian choose to break any of the above portions of this agreement, the Breeder has the right to request that Dog be returned immediately or Guardian may pay the breeding price of Dog for \$5,400.00.
14. The AKC Registration and full ownership will not be transferred to Guardian until the contract has been fulfilled and the Dog has been spayed/neutered.
15. No failure to enforce a breach of this contract shall constitute a waiver of any other or subsequent breach.
16. By execution of this contract, Guardian grants permission to use any and all pictures of the Dog, Guardian, and/or Guardian's family members that Guardian chooses to email, text, or otherwise share with Breeder for marketing purposes of High Desert Labradors, LLC, including but not limited to posting on highdesertlabradors.com and use in marketing email content. Names and locations of Guardian will NOT be used without explicit written permission from the Guardian.

17. This contract contains all agreements between the parties and may not be modified except in writing, upon the agreement of both parties. Guardian understands and acknowledges that there are no other agreements between Guardian and Breeder not set forth in this contract.

18. The contact information for Breeder is set forth above. The contact information for Guardian is:

Guardian:

\_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home phone #: (\_\_\_\_\_) \_\_\_\_\_ Cell or work phone#: (\_\_\_\_\_) \_\_\_\_\_

Fax#: (\_\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

This agreement is entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by Guardian and Breeder identified above.

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

\_\_\_\_\_  
Guardian Printed Name

High Desert Labradors, LLC, Breeder

\_\_\_\_\_  
By Anne K. ("Katie") Connolly