

Beautiful Doodles 4 U

Guardian Home Agreement

Daneesha Jonescu- Beautiful Doodles 4 U LLC

Address:

City: State: AZ Zip: 85128

Telephone number: 520-840-5052



Registered Name	Call Name	Registration #	Microchip#	DOB	Breed

This contract dated _____ is entered into between:

Daneesha Jonescu- Beautiful Doodles 4 U LLC (hereinafter “**Owner**”)

And _____ (hereinafter “**Guardian**”).

The intent of this Agreement is to provide Guardian with _____ (“Dog”) at no purchase price in order for Beautiful Doodles 4 U (“Owner”) to use such dog in its breeding program. If the dog is a female, any puppies born to the female shall be the sole property of owner and the guardian shall have no ownership interest of possession rights to any such puppy. If the dog is a male, all semen shall be the sole property of the owner and the guardian shall have no ownership interest of possession rights to any use of semen.

Owner/Breeder

Owner/Breeder Name: Daneesha Jonescu- Beautiful Doodles 4 U LLC

Address:

City: State: AZ Zip: 85128

Telephone number: (520) 840-5052

Guardian Family

Guardian Home Legal Name(s): _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone number: _____

E-Mail Address: _____

Initial: _____ Date: _____

Welcome to our Guardian Home Program!

We are a family breeder engaged in breeding Goldendoodles, Bernedoodles, Cavadoodles and occasionally Golden Retriever dogs. Our dogs are considered beloved members of our family. We created a Guardian-Home Program to grow our breeding program while still providing each of our breeding dogs with a loving environment in a guardian family. By joining BD4U's Guardian Home Program, you desire to and will act as a guardian for a Goldendoodle, Bernedoodle, Golden Retriever, Bernese Mountain Dog, or a Poodle dog that is either a female potential breeder/proven breeder or a male potential breeder/proven breeder, subject to the terms of this Agreement. Guardian dogs can be placed from an 8-week-old puppy to an adult.

The following will spell out the Guardian-Home Program, including our requirements for guardian families while the Dog is part of the breeding program. The obligations we will assume as owner, and how the Dog will become a permanent member of your family.

Benefits of the Guardian-Home Program

Being a guardian home for our breeding puppies has many benefits, as well as responsibilities. We strive for a mutually beneficial relationship between ourselves and our guardian homes. You will receive one of the best puppies we can produce or a 'pick of the litter' puppy from another breeder from which we purchase the puppy. Our Guardian dogs have an estimated value of \$10,000- \$15,000. We look for quality structures, coats, and personalities in all the dogs we buy to become one of our breeding dogs. Also, we do provide lifetime support for each of these puppies as we want them to be the best they can be.

Ownership

1. Ownership of this dog remains the property of the Owner until the conditions in (1)(a) or (1)(b) are met or until this agreement is terminated by one party as defined in this agreement. The dog will live with and be cared for by the Guardian in a manner defined by the terms of this agreement during that time.
 - a. For a female dog the period is five years or completing four litters, whichever occurs first, or at any time prior that the owner deems suitable for her breeding program. At that time, the dog will be spayed at the owner's expense (up to \$250) and ownership will transfer to the guardian; If the dog is spayed prior to having any litters, then the guardian shall pay all costs associated with the spay and the owner will not be liable for any spay costs. Guardian must have the dog spayed within one month of notification in writing from the owner that the dog shall be spayed. If the dog is not spayed within one month of notification, then the guardian forfeits the right to ownership of the dog, and both ownership and possession of the dog revert to the owner.
 - b. For a male dog the period is seven years or the decision of the owner to remove the dog from her breeding program. At that time, the dog will be neutered at the owner's expense (up to \$250) and ownership will transfer to the guardian; if the dog is neutered prior to siring any litters, then the guardian shall pay all costs associated with the neuter and the owner will not be liable for any neuter costs. Guardian must have the dog neutered within one month of notification in writing from the owner that the dog shall be neutered. If the dog is not neutered within one month of notification, then the guardian forfeits the right to ownership of the dog, and both ownership and possession of the dog revert to the owner.

Initial: _____ Date: _____

2. Ownership and all right, title, and interest in the dog shall remain with the owner until all terms of this contract are satisfied.
 - a. If the dog is a female, then any puppies born to the dog shall be the sole property of the owner and the guardian shall have no ownership interest of possession rights to any such puppy.
 - b. If the dog is a male, all semen shall be sole property of the owner and the guardian shall have no ownership interest of possession rights to any use of semen or any puppies resulting from use of semen.
3. The dog shall be used as breeding stock exclusively by the owner and under no circumstances shall be bred to any dog other than as directed by the owner. After the dog ceases to be a breeding dog, the owner shall, by written evidence of transfer, assign and transfer ownership of the dog to the guardian. If the dog is bred, whether accidentally or intentionally, the guardian will pay a fee of \$3,500 per puppy born. Any legal costs and fees incurred to collect this payment will be paid by the guardian.

Possession

Upon the execution of this Agreement, Owner shall transfer possession of the dog to the Guardian. The Guardian shall retain possession of the dog during this agreement, subject to its obligations to return possession to the owner or her assigns for breeding, or health purposes related to breeding or to surrender the dog if the guardian violates this agreement.

Owner's Possession for Breeding

If the dog is female: The owner requires access to or possession of a female breeding dog for reasons including, but not limited to, progesterone testing, breeding, veterinary appointments to monitor pregnancy, whelping, and during the raising of the puppies. The actual access and/or possession given to the owner will be at the owner's discretion, according to the needs of her breeding program. The guardian shall bring the female breeding dog to the owner for breeding. The Guardian shall **NOT** transfer possession of the dog to any person without the prior written consent of Owner.

If the dog is male: For each breeding event, the owner requires access to the male breeding dog on at least two separate occasions, usually 48 hours apart. Occasionally a third breeding is necessary. The guardian shall bring the male breeding dog to the owner for breeding. The Guardian shall **NOT** transfer possession of the dog to any person without the prior written consent of Owner.

Owner's Obligations

1. Owner will instruct the guardians regarding routine and ordinary care, nutrition, training, veterinary care, proestrus care, and care of a pregnant dam.
2. Owner shall pay up to \$250 for spay or neuter at the completion of contract or when owner deems the dog to not be needed for breeding.
3. If the dog becomes injured or ill while in the owner's care, owner shall be responsible for both emergency and non-emergency care required including follow up treatment at their expense.
4. If something happens to the dog resulting in his or her death while in the owner's care, this agreement shall be terminated and both parties released from any obligations set forth herein.

Initial: _____ Date: _____

Guardian Obligations

1. The guardian will live within 90 miles of the owner's residence in Coolidge Arizona, unless special permission is given to live outside of that range. If the guardian moves farther than 90 miles from the owner, then the guardian must immediately surrender possession of the dog to the owner.
2. The guardian agrees that no other intact (non-spayed or non-neutered) dogs will be permitted in the home to reduce the chances of unplanned pregnancy and behavioral problems.
3. The guardian will schedule, transport the dog to and from, and pay for all veterinary appointments and costs and provide standard routine medical care appropriate for a breeding dog. The guardian will provide, at the guardian's expense, all routine and ordinary preventive health care to the dog, including but not limited to, scheduled vaccines, Advantage Multi heartworm/tick/flea preventive, annual health exams, and dental cleanings. Some drugs and parasite preventives are not approved for use in pregnant or nursing dogs and can prevent conception. Therefore, use of any parasite preventive other than Advantage Multi must be cleared in advance with the owner. Additionally, any veterinarian caring for the dog must be informed by the guardian that the dog is a breeding dog to avoid the use of any drugs or treatments that are not suitable for breeding, pregnant, or nursing dogs. Unless the dog is in an immediately life-threatening emergency as determined by a qualified veterinarian, the use of any drugs or treatments must be approved by the guardian to prevent an inadvertent negligent act.
4. The guardian will be responsible for immediate attention to any sign of disease, injury, accident, or other potentially damaging or deadly health events. The guardian will immediately transport the dog to an appropriate veterinarian facility, ensure care, and pay all non-breeding related costs to maintain optimum health and functionality of the dog. If the injury is related to the reproductive ability of the dog was caused by negligence of the guardian, then the guardian shall be responsible for veterinary costs to maintain the optimal breeding health of the dog.
5. Negligence includes, but not limited to: failure to responsibly contain or supervise the dog; leaving the dog alone in an un-cooled vehicle if the outdoor temperature is over 65 degrees; failure to use a heartworm preventative resulting in the dog contracting heartworms; failure to seek proper veterinary care if the dog appears sick or injured; failure to prevent the dog from having preventable access to toxic materials; failure to provide adequate containment of a dog in a moving vehicle (failure to use crate or harness inside a car, or a well-secured crate in a truck bed); any abuse of the dog; spaying/neutering or other acts that intentionally cause the dog to not be able to reproduce without prior consent of the owner; failure to adequately vaccinate the dog; failure to provide adequate veterinary care; harm from elective procedures performed without prior consent of the owner; other acts of negligence described in this agreement; acts a reasonable person would consider negligent or that are considered negligent by law.

If an act of neglect or negligence results in the dog's death or to the dog's ability to reproduce, the guardian shall be responsible for the replacement cost of the dog (\$25,000). If the dog is ever found to be neglected, owner reserves the right to immediately void this contract and permanently confiscate breeding dog with no compensation due to guardian.

6. Guardian will maintain major medical pet insurance on the dog during this contract.

Initial: _____ Date: _____

7. Guardian will schedule and pay for all veterinary appointments (other than those associated with breeding, which will be covered by owner) and provide routine medical care appropriate for a breeding dog.
8. Guardian agrees to keep dog away from the floor or ground of public places such as pet stores, parks, groomer and the floor of vet office until two weeks after the DHPP vaccine series is complete (approximately 18 weeks). This is to prevent parvo, a deadly disease to puppies.
9. Guardian may not choose or allow any elective veterinary procedures to be performed on this guardian dog without the written consent of the owner including any medications prescribed for internal or external issues. Elective procedures, medications, or other treatments not approved by the owner that prevent conception, adversely affect pregnant or nursing dogs, or otherwise are contraindicated for breeding dogs not approved ahead of time in writing by the owner may be considered negligence.
10. If the dog becomes injured or ill while in the guardian's care, guardian shall be responsible for both emergency and non-emergency care required including follow up treatment. **If an illness is determined by the owner, based on reports from a qualified veterinarian, to have been caused by any breeding or post-whelp complications,** the owner will reimburse the cost of treatment to the Guardians under these conditions:
 - a. For a non-emergency, guardian will consult owner and use a veterinarian approved by the owner.
 - b. Guardian must inform owner immediately (within 30 minutes after treatment is sought) of any veterinary care expected to exceed \$500, OR any amount if treatment is sought at an emergency clinic.
 - c. Guardian has kept owner informed prior to any tests being performed or of any changes in treatment protocol during the illness.
 - d. Guardian has allowed owner to participate and communicate with the treating vet throughout the treatment process.
 - e. Guardian has consulted with owner throughout the process and allowed owner to be involved in any decisions regarding treatment.
 - f. Guardian has provided owner with complete copies of all records, test results, diagnostic notes, receipts, etc. from any veterinarian, clinic hospital involved in the treatment of the breeding related illness.
11. The guardian will provide regular, age-appropriate exercise for the dog and maintain the dog at a healthy weight. The guardian will limit stair climbing, jumping, and running for the first 18 months of the dog's life to maintain optimum hip and joint health. Healthy weight is to be determined by a canine body condition score in the "ideal" or equivalent range.
12. The guardian will provide active human companionship and socialization around adults, children, and domestic animals so the dog continues to grow into a stable companion.

Initial: _____ Date: _____

13. The guardian will provide adequate training, raising, and home environment conditions for the dog. Training is critical for the safety of breeding dogs, at a minimum to include:
- a. Safely confining the dog by a physical fence, owner approved in-ground fence, or leash.
 - b. Ensuring the dog is housebroken.
 - c. Keep the dog accustomed to periods of time in the crate daily, either sleeping or resting.
 - d. Provide adequate, age-appropriate exercise daily, not allowing dog to become overweight to protect hips from hip dysplasia.
 - e. Provide basic obedience training: “come”, “sit”, “stay”, “down”, no door crashing, “crate”, no jumping on people. Guardian is welcome to attend group training courses provided by owner at no cost. Guardian is welcome to hire a professional trainer at guardians expense. The dog must pass at minimum a Canine Good Citizen test by the age of one year. Dogs must remain crate trained for the duration of this agreement.
 - f. Feed owner-approved high-quality food and supplements, per owner instructions. Guardian agrees to follow all owner instructions for food and supplements for the dog at the expense of the guardian and feed only the brand specified, unless otherwise instructed by the owner. If food is to be purchased online, the guardian will purchase through the link provided by the owner, so that the owner can see that the dog is being provided with proper nutrition.
 - g. License the dog with the county of residence and keep the license current.
 - h. For a male dog: Keep dog away from females in season to prevent accidental breeding.
 - i. For a female dog: Keep dog away from intact males while in season to prevent accidental breeding. This includes not allowing the dog to be unrestrained and unattended while outdoors. For example, male dogs will jump into a fenced yard to reach a female dog, and female dogs will jump out or otherwise escape a fenced yard to reach a male dog. Dogs can also breed through wide fences or crates. Therefore, female dogs must never be unattended while outside while they are in season.
14. If the guardian fails to adhere to these terms per the owner’s instructions, the guardian will surrender permanent possession of the dog to the owner immediately on request of the owner and this contract will terminate, with no compensation to the guardian.
15. The guardian will provide the owner with the name of the veterinarian to be used. The owner retains the right to approve of the veterinarian or request a different veterinarian be used.
16. The guardian must inform the veterinarian in writing that the owner owns the dog and that the owner may speak to the veterinarian. The guardian must in writing inform the veterinarian that the dog is a breeding dog and medications, treatments, etc. must be appropriate for a dog that will be bred, pregnant, and nursing. The guardian must also inform the veterinarian in writing that the Guardian is responsible for all veterinary costs not associated with breeding.
17. The guardian will keep the dog properly groomed, with care given to matting, ears and nails. Regular grooming should be done and maintained by the guardian approximately every 6-8 weeks, while the dog is being used for breeding. Owner will supply guardian pictures of what is an acceptable grooming cut.

Initial: _____ Date: _____

18. The guardian agrees to provide up to date photos of the dog to use at owners' discretion. The guardian agrees that all pictures of the dog may be used in a public forum, such as internet websites, social media, business mailings, literature, advertisements, etc.
In addition to above, the Guardian agrees to host and maintain an Instagram Page with no less than 4 posts per month. Guardian shall provide owner with name of Instagram page and will continually follow Beautiful Doodles 4 U.
19. The guardian must make certain that the dog is available for breeding. If the guardian is unable to deliver the dog for breeding, then the guardian will pay the owner \$1 per mile each way in travel fees or \$50, whichever is more. If the guardian does not make the dog available for breeding when requested by the owner, that is considered a breach of this contract and take permanent possession of the dog or demand the payment of the value of the dog (\$25,000).
20. The guardian must notify owner of planned vacations and change of address, phone or email.
21. The guardian must maintain open lines of communication with the owner about any matter related to the dog.
22. When the guardian requires boarding of the dog, the owner reserves the right to house the dog. The owner reserves the right to assess a nominal charge for any non-breeding related housing of the dog. Boarding requests must be submitted online giving owner at least 72hours notice. If the owner does not have availability the guardian may select a pet sitter or properly licensed kennel and the guardian will bear all kenneling costs. If a kennel is used, the guardian must inform the owner of the kennel and kenneling dates and must also list the owner as an emergency contact and permit the kennel to release the dog to the owner if needed for testing or breeding purposes. Guardian must notify the owner where the dog will be boarded at whenever the guardian is out of town. The owner has the right to disqualify the use of any pet sitter or boarding facility presents a perceived or known danger to the dog, including but not limited to a known outbreak of disease or sub-standard conditions.
23. The guardian agrees to transport the dog to the owner's residence during the week when she is most fertile and needs to be bred. The guardian understands that the dog can either remain at the owner's residence for the 7-10 day fertility window or the guardian can bring her to the owner's house on the schedule specified by the owner (usually every day or every other day) during this 7 to 10 day window of fertility for testing and breeding.
24. The guardian will transport the dog to the owner approximately 4 weeks after breeding for an ultrasound to confirm pregnancy.
25. The dog will remain at the owner's residence one week before her puppies are due, and will not return home until after the puppies are fully weaned, usually around 6-7 weeks of age.
26. The guardian is NOT granted any personal visitation days. This is in the best interest of the puppies and the mom. Please understand my allegiance is to my dogs and the puppies, not your emotional needs. I know this sounds harsh, but it is the reality of the situation.
27. If the guardian has dog spayed or neutered without written consent of owner, guardian will owe the owner \$25,000. Any legal costs and fees incurred to collect this payment will be paid by the guardian.
28. If guardian allows dog to be bred without written consent of owner, guardian will owe the owner a lost opportunity fee of \$3,500 for a minimum loss assumed for five puppies or every puppy produced in the litter, whichever is greater. Any legal costs and fees incurred to collect this payment will be paid by the guardian.

Initial: _____ Date: _____

29. If guardian fails to notify owner within 24 hours by both text and email of a female beginning estrus, guardian will have to pay for any progesterone testing. If that breeding opportunity is lost due to failure of the guardian notify the owner of estrus, then the guardian will immediately surrender permanent possession of the dog to the owner and this contract will terminate.
30. If something happens to the dog resulting in his or her death while in the guardians' care, this agreement shall be terminated and both parties released from any obligations set forth herein. **If death is determined to have been caused by neglect by the guardian or due to violation of this agreement, then the balance owed will be determined by owner, up to the cost of obtaining and raising a breeding dog, including lost opportunity costs, \$25,000.**
31. In the event of a dispute over this agreement or the dog, possession will immediately revert to the owner until such time as the dispute is settled.
32. If the guardian fails to adhere to these terms per the owners' instructions, the guardian will surrender permanent possession of the dog to the owner immediately on request of the owner and this contract will terminate.
33. While the owner maintains ownership of the dog under this agreement, possession of the dog does not pass by will or intestacy to the heirs of the guardian. Upon the death of the guardian, this contract will terminate, and possession of the dog will immediately revert to the owner and this agreement will terminate. If mutually agreeable, breeder and heirs may choose to enter a new and separate guardian agreement involving the dog.
34. Owner has the right to visit the residence of the guardian at least once per calendar year to discuss with the guardian any issues concerning the care and supervision of the dog.
35. If owner finds it difficult to reach the guardian, is met with roadblocks, comments and/or texts that make this working relationship hostile and or refusing to do anything owner asks, the dog will be removed from the home- No Question!

Remedies

Prior to transfer of ownership from owner to guardian and upon the occurrence of any of the following events, guardian agrees to pay owner \$25,000 dollars, which represents the fair market value of the dog, including purchasing and raising a suitable and equivalent breeding dog and lost opportunity costs:

1. Guardian shall pay that sum to the owner if guardian independently and without the expressed written consent of the owner has the dog spayed or neutered or allows the dog to be bred (intentionally to unintentionally).
2. Guardian shall pay that sum to the owner if guardian injures the dog in a way that prevents the dog from future breeding.
3. Guardian shall pay that sum to the owner if something happens to the dog while in the guardians' care resulting in the dog's death, and the death is found to have been caused by neglect by the guardian or due to violation of the terms set forth in the agreement.
4. Guardian shall pay that sum to the owner if the guardian absconds with the dog, fails to advise the owner of any change of address, or ceases communication with the owner.

Initial: _____ Date: _____

5. Any legal expenses or other fees incurred by the owner to enforce any part of this contract shall be the sole responsibility of the guardian and recoverable if owner is forced to take legal action to enforce any part of this agreement.
6. If the dog is ever found to be roaming at large, left outdoors unsupervised, tied up outdoors or otherwise neglected, owner reserves the right to void this contract and immediately and permanently confiscate dog.

Termination of Agreement

This Agreement shall terminate upon the occurrence of any of the following:

1. Immediately, upon the transfer of ownership of the dog to the guardian.
2. Immediately, upon owner's determination that the guardian is non-compliant with the terms of this Agreement and such non-compliance poses significant risk to the health, welfare and safety of the Dog, at which time possession of the dog returns to the Owner.
3. Immediately, for noncompliance and or hostile communication between owner and guardian. If owner feels there is no longer a professional working relationship, this contract is voided, and the dog remains with owner. You are not guaranteed to receive the dog back when he/she retires. Please understand this is NOT your dog and decisions are made with the dog and puppies first and foremost. Trying to sabotage the breeding process because you no longer want your dog out of your home for two to three months a year is unacceptable, and this contract will be void. If you are not emotionally stable enough to allow the dog to be with me during whelping, then please DO NOT be a guardian. This is teamwork for the greater good. We are providing dogs that save lives, heal hearts and truly make a difference. This is not a self-serving agreement. You must be able to trust me, as I do you. I do not helicopter parent you, so please allow me the same courtesy.
4. Immediately, upon the death of the dog from natural or accidental causes.
5. Immediately, upon the guardian's permanent return of the Dog to Owner for any reason.

Indemnity

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

Acknowledgment

By signing this contract, I agree to ALL previous terms of Beautiful Doodles 4 U Guardian Home Agreement.

OWNER (Signature): _____ Date: _____

Daneesha Jonescu, Beautiful Doodles 4 U

GUARDIAN (Signature): _____ Date: _____

Print Name: _____