

Poo Perfect Poodles

Standard Poodle Forever Family-Guardian Home Agreement

*****SAMPLE FOR VIEWING OF OUR AGREEMENT TERMS ONLY: THIS DOES NOT REPRESENT ANY AGREEMENT FOR GUARDIAN POODLE PUPPY FROM POO PERFECT POODLES*****

This Agreement executed on _____ between 'BREEDER' and 'GUARDIAN' _____. This Agreement shall constitute the entire Agreement between GUARDIAN and BREEDER.

BREEDER and GUARDIAN have made no other agreements, promises, representations or warranties, express or implied, unless specifically stated in this Agreement.

I. Definitions:

- A. 'Guardian Poodle' is defined herein to be a pure bred Standard Poodle embodying all the characteristics of the Standard Poodle breed.
- B. BREEDER Location:

- C. GUARDIAN Location:

II. Ownership:

- 1. Ownership of the Guardian Poodle shall remain with the BREEDER until the time when the BREEDER shall, by written evidence, transfer ownership of the Guardian Poodle to the GUARDIAN family.
- 2. Any semen from the Guardian Poodle shall be the sole and separate property of the BREEDER and the GUARDIAN shall have no ownership or possession rights to any use of the semen.
- 3. Upon completion of this Agreement, GUARDIAN shall provide proof of neutering of Guardian Poodle and BREEDER shall return GUARDIAN's Five-Hundred Dollar (\$500) security deposit and transfer full ownership possession of the Guardian Poodle to GUARDIAN.

III. Responsibilities:

A. GUARDIAN Responsibilities:

- 1. Safely confine Guardian Poodle by use of physical fence or leash when outside of the home and safe household play area in the home.

2. Provide adequate exercise on a daily basis, not allowing the Guardian Poodle to become overweight, as determined by BREEDER in order to protect hips from hip dysplasia.
3. Feed BREEDER approved food for all meals.
4. Provide all non-breeding related veterinary care and supply BREEDER with copies of all veterinarian visit notes. Veterinarian must be approved by BREEDER.
5. GUARDIAN must inform veterinarian of BREEDER's ownership of Guardian Poodle and give written permission to allow veterinarian to speak with BREEDER at any time necessary.
6. Contact BREEDER immediately in the event of serious illness or accident including but not limited to severe diarrhea, loss of appetite, vomiting, fever, etc.
7. Notify BREEDER of any absences or vacations planned outside of the Greater Hartford area in advance and provide contact information for Guardian Poodle's caretaker during absence.
8. Keep Guardian Poodle away from females in season to prevent accidental breeding.
9. Notify BREEDER immediately in advance of any plans to move outside of the Greater Hartford area.
10. Provide regular schedule of grooming, eye and ear cleaning.
11. With 24-48 hours advance notice, ensure Guardian Poodle is available and accessible to BREEDER, for 2-3 pairing sessions lasting approximately 1-hour each at BREEDER's home, a total of 2-4 times per year for breeding.
12. Maintain open and regular communication with BREEDER to discuss any concerns, provide regular updates and ask any questions GUARDIAN may have, at any time.
13. If, at any time, for any reason at all, GUARDIAN can no longer provide care for Guardian Poodle, GUARDIAN must return Guardian Poodle to BREEDER and security deposit will be returned, as long as all terms of this Agreement have been followed in good-faith by GUARDIAN family.

B. BREEDER Responsibilities:

1. Provide 24-48 hours advance notice to GUARDIAN to schedule 2-3 pairing sessions lasting approximately 1-hour each at BREEDER's home, a total of 2-4 times per year for breeding.
2. BREEDER is committed to remaining available at all times to answer and any all questions, and to respond to any and all concerns communicated by GUARDIAN family.
3. Provide and pay for any veterinary care and expenses related to breeding.
4. BREEDER will notify GUARDIAN family once BREEDER determines Guardian Poodle is being retired from breeding program.
 - a. After Guardian Poodle's retirement date, as determined solely by BREEDER, GUARDIAN shall schedule neutering at GUARDIAN's expense and notify BREEDER of procedure date once scheduled.

- b. Upon completion of neutering, GUARDIAN shall provide proof of procedure performed to BREEDER and then BREEDER shall return GUARDIAN's Five-Hundred Dollar (\$500) security deposit and transfer full ownership possession of the Guardian Poodle to GUARDIAN family.

IV. Disputes and Remedies:

- A. If at any time BREEDER determines GUARDIAN family is non-compliant with the terms of this Agreement, BREEDER will provide written notice to the GUARDIAN family with corrective action(s) necessary and provide a defined reasonable amount of time for corrective actions to be resolved by, in order for GUARDIAN to maintain possession of Guardian Poodle.
- B. If such non-compliance poses immediate significant risk to the health, welfare and safety of the Guardian Poodle, GUARDIAN must immediately return Guardian Poodle to BREEDER and Agreement will be terminated.
- C. If, prior to transfer of ownership from BREEDER to GUARDIAN, any of the following occurrences happen, GUARDIAN agrees to pay BREEDER the sum of Ten-Thousand Dollars (\$10,000):
 - GUARDIAN intentionally (or out of negligence) causes injury or death to Guardian Poodle that prevents Guardian Poodle from breeding
 - GUARDIAN has Guardian Poodle neutered without the written consent of BREEDER
 - GUARDIAN fails to advise BREEDER of any change in GUARDIAN's address, absconds with Guardian Poodle or ceases communication with BREEDER
 - GUARDIAN hires out Guardian Poodle for stud service or uses/sells Guardian Poodle's semen, without specific written consent from BREEDER
- D. Both parties agree that any dispute that may arise in accordance with the Agreement which the parties are unable to resolve themselves, shall be remedied through binding arbitration by a qualified independent and mutually agreeable third party. Costs incurred and/or awarded in accordance with any arbitration settlement shall be the responsibility of the party determined to be in material breach of the Agreement, and immediately payable to the prevailing party as Actual Damages.
- E. Both parties agree that the essence of this Agreement is the Guardian Poodle's health and wellbeing. In the event BREEDER has reasonable and documented cause indicating the GUARDIAN is in material breach of the Agreement, and such breach imperils the immediate health and wellbeing of the Guardian Poodle, the BREEDER reserves the right to recover the Guardian Poodle from the GUARDIAN, until such time that said breach is resolved in accordance with the terms and conditions of the Agreement.

This Agreement constitutes the entire Agreement between GUARDIAN and BREEDER, and supersedes any prior undocumented understandings between GUARDIAN and

BREEDER with respect to the subject matter of this Agreement. No modification of this Agreement will be valid unless made in writing and duly executed by both parties.

On this _____ day of _____, this Agreement is made between

GUARDIAN(S):

Address: _____

Phone # _____

Email: _____

BREEDER:

GUARDIAN POODLE DOB: _____ **Male**

Color: _____

AKC#: _____

Microchip #: _____

The GUARDIAN'S signature(s) on this document indicates that he/she has carefully read, agrees to and understands all of the provisions of this Agreement.

BREEDER: _____

GUARDIAN(S): _____