LKB Northwest LLC

FOREVER FAMILY CONTRACT (GUARDIAN)

Date of Agreement:

Guardian Home Puppy/Dog Name:

Birthdate:

Guardian Home Family Name(s):

_("Guardian")

Address:

City:
State:
Zip:

E-Mail **Address**:
Cell Phone:

The intent of this **Agreement is to provide Guardian with** {breed of dog} ("Dog) ***at no purchase price*** in order for LK Bernedoodles ("Breeder") 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 Breeder** and the Guardian family 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 Breeder and the Guardian family shall have **no ownership interest of possession rights to any use of semen.**

- **remains** the property of the Breeder for a period Ownership of this Dog, **stated below:**

Female: The later of a) four years or b) the completion of up to four litters, **at Breeders sole** discretion ("Term"). At the completion of the Term, ownership will transfer **to Guardian** and Dog will be **spayed/neutered at Breeder's expense.**

Guardian has the responsibility to:

1. Safely confine Dog by use of physical fence or

leash.

2. Raise the Dog as an indoor **dog**, **never to dw**ell outside. When **left at home safely** contain the Dog indoors.

3. Feed quality Large Breed Puppy food up to age 6 months and quality adult food after 6 months **(food to be discussed with breeder).**

a. Dur**ing pregnancy females need additional nutrients and shall be fed quality puppy food (not large breed) from 3 weeks u**ntil end of p**regnancy. The amou**nt of food will nee**d to be increased as w**ell and Breeder wil**l coordinate with owner on amount.**

4. Provide veterinary care, including but not limited to vaccinations, flea **and worm prevention**, **and other care not related to breeding as well** as the following:

a. Take Dog to veterinarian if requested by Breeder to confirm pregnancy or number of **puppies - Breeder** will reimburse Guardian (or pay directly to the ve**t) these costs.**

b. In the event the Dog becomes injured or ill while in **Guardian's care, Guardian shall**

contact breeder immediately and be responsible for both emergency and non emergency care required including follow u**p treatment** *Guardian decides they want to incur.* H**owever:**

i. If an illness i**s determined to have been caused by any breeding or post-whelp**

complications, the Breeder will reimburse Guardian the cost of treatment the *Breeder decides it wants to incur* under the following conditions:

Guardian must inform Breeder immediately (no later than 30 min**utes after treatme**nt is sought) of an**y veterinary care that is expected to exce**ed $500, OR an**y amount of treatment is sought at an emergency** clinic

Guardian has kept Breeder informed prior to any tests being performed or of any changes in treatment protocol for the duration of the illness.

Guardian has allowed Breeder to participate and

communicate with the **treating v**et throughout the **treatment process** .

Guardian has consulted with Breeder throughout the pr**ocess and allowed Breeder to be involved in any decisions regarding treatment**. This includes providing B**reeder copies with all veterinary records involved in the treatment**.

5. Coordinate getting Dog **to breeder upon request** within 48-hour notice for breeding purposes,

testing, etc. This appli**es to both males and females.**

6. Keep Dog well socialized with other dogs and people of all ages. VERY IMPORTANT

7. Provide adequate exercise daily, not allowin**g dog to become overweight as d**ecided by Br**eeder**

in order to protect hips from hip dysplasia.

8. Provide obedience training-I.E. Canine good citizen, or completion of therapy training program

9. Maintain Dog's physical **appearance with groomin**g, brushing, de-matting, and will keep nails

clipped and ears clean and plucked.

10. Guardian will provide Breeder with the name, address and telephone numbers for their veterinarian. Guardian will send Breeder copies of all exams and vet records within 48 hours if requested.

11. Guardian may return the Dog to Breeder at any time, for any reason during the Term and the Guardianship Agreement will be terminated.

12. Females:

a. Transport female to Breeder one week prior to whelping, the girl will come to my home for delivery and care of her pups. Once the pups are weaned (approx. 6-8 weeks depending on female) the female can go back to her Guardian home.

b. Contact Breeder immediately when female comes into heat and get to Breeder within 5 days of the first day of heat cycle. Communicate, cooperate and coordinate with the Breeder regarding testing, mating, whelping, and other breeding

related activities.

i. Female will stay with Breeder 7-14 days during her heat cycle to be bred.

C. Keep Dog away from intact males while in **season.**

13. Males:

a. Transport male to Breeder within 48 hours of Breeder giving notice **they need male at** their facility.

b. Dog will stay with Breeder 7-**14 days for each female heat cycle. If there is more than one female in heat around the same t**ime, Male will stay with Breeder until Bree**der has** bred each female in heat.

14. Liability:

Prior to transfer of ownership from Breeder to Guardian (i.e. if any of the follow occurs before Term is expired) and upon the occurrence of any of the following events, Guardian agrees to pay

Breeder the sum of $10,000.00, which represents the fair market value of the Dog. Guardian shall pay the aforementioned to Breeder:

If Guardian independently and without **the expressed written consent of Breeder has the Dog spayed or neutered.**

In the event that something happens to the Dog while in the **Guardians' care resulting** in his or her death, and the **death is found to have been caused by neglect on the part**
of the Guardian or due to violation of **the terms a**nd conditions set forth in the **Agreement.**

If the **Guardian absconds w**ith the Dog, fails to advise Breeder of any change of address,
or ceases communication with Breeder.

- If the Dog disappears during the Term.

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The Dog dies due to negligence on the part of the Guardian. Negligence is defined as: (a) failure to responsibly co**ntain or su**pervise the Dog; (b) leaving

the Dog alone in a vehicle if the outdoor temperature is over 65 degrees; (c) failure to prevent the Dog **from having access to toxic mate**rials. If the Dog dies due to accident beyond the control of Guardian, the **Guardian does not owe payment to the Breeder.**

If the Dog dies due to non-**treatable or genetic health issue, the Gua**rdian will not be held responsible in **any way.**

If Guardian allows Dog to be bred without written consent of Breeder, Guardian will owe Breeder $2500 **for every p**uppy produced in the litter. Any legal costs incurred to collect his payment will be paid by **Guardian.**

If at any time that this Breeder finds non-compliance with this Section, Contrac**t terminates and possession of t**he Dog shall imme**diately return to Breeder.**

15. INDEMNIFICATION: GUARDIAN AGREES TO INDEMNIFY, DEFEND 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 THE DOG WHILE IN POSSESSION OF THE GUARDIAN.

16. No Financial Responsibility: The Breeder assumes no financial responsibility except as noted above once the Dog has left its custody. Guardian hereby agrees that failure to honor all conditions of this contract can result in the Breeder reclaiming the Dog without compensation to Guardian.

17. Breeder Responsibility:

• Provide Guardian with a healthy puppy/dog to the best of Breeder's knowledge.

Pay all veterinarian costs pertaining to reproduction, including all health testing performed (i.e. hip testing, elbow testing, pregnancy X-rays).

Pay for spaying at the completion of contract or when Breeder deems the Dog to not be needed for breeding.

- Provide Dog care support when needed while Dog is in breeding program
  - This includes boarding while Guardian is out of town if there is availability at

Breeders facility

18. Termination of Agreement: This Agreement shall terminate upon the occurrence of any of the following:

- Immediately, upon the transfer of ownership of the Dog to the Guardian family.

Immediately, upon Breeder's determination that 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 returns to the Breeder.

With reasonable notice to Guardian, upon Breeder's determination that the Guardian is non-compliant with the terms of this Agreement and such non-compliance does not pose significant risk to the

health, welfare and safety of the Dog and is not cured within a reasonable amount of time.

- Immediately, upon the death of the Dog from natural or accidental causes.

- Immediately, upon Guardian's permanent return of the Dog to Breeder for any reason.

19. Any legal expenses or other fees incurred by Breeder to enforce any part of this contract shall be sole responsibility of the Guardian and recoverable in the event that Breeder is forced to take legal action to enforce any part of this Agreement.

I agree that I have read and understand all the obligations and responsibilities set forth in this Agreement without regard to the Guardianship program of Red Rooster Kennels. My signature below represents acceptance of all the terms set forth in this contract.

Breeder:

Guardian:

Lindsay kate Burch

Print Name:

Date:

Date: