

StrongArm German Shepherds

GUARDIAN CONTRACT

This agreement, effective _____ between

_____ (“Breeders”)

and _____ (“Guardians”).

Guardian Home contact information:

Name _____

Address _____

Phone Numbers home _____ cell _____ other _____

Email Address _____ StrongArm German Shepherds are in the business of breeding German Shepherd Dogs and would like to place a StrongArm GSD owned by the StrongArm German Shepherds with the Guardians. The Guardians agree to provide physical, loving care and to provide supervision of the dog as stated in this agreement. Both parties (Breeders and Guardians) agree to be legally bound by the following agreement:

The dog subject to this Agreement is a _____ (male or female)

StrongArm German Shepherd Dog named: _____

The dog’s color is: _____ Date of birth is: __/__/____

Ownership shall remain with the Breeders until the time when the Breeders shall, by written evidence, transfer ownership of the dog to the Guardians. Likewise, any puppies born to a female dog or any semen from a male dog shall be the sole and separate property of StrongArm German Shepherds and the Guardians shall have no ownership or possession rights to any use of the semen. Upon completion of this Agreement, StrongArm German Shepherd shall transfer possession of the dog to Guardians.

Guardians shall retain possession of the dog and shall provide physical care to and supervision of the dog subject to the conditions of this Agreement.

StrongArm German Shepherds (Breeders) Responsibilities

During the time the Guardians have possession of the dog the Breeders shall provide the

Guardians:

1- Dietary guidelines and instructions for health care of the dog, including worming and vaccination information, information on appropriate chew toys and other toys.

2- Visit the residence of Guardian at least four (4) times in each calendar year at prearranged times.

One unannounced visit may occur in each year.

3- Designate the name of veterinarian(s) selected by the Breeders to provide medical care to the dog.

4- Training on recognizing when a female comes in heat (in season) and approximate dates when to expect this.

5- Time for semen collection or mating, if the dog is a male.

6- Information on what to expect and how to care for a pregnant female.

7- Pay for all veterinary expenses as related to breed-related costs. (hip x-rays, eye exams etc.). Return dog when testing complete.

8- If the dog is female, Breeder will take possession of the dog at the appropriate time for breeding and the dog will remain with the Breeder for approximately one week, then would be returned to the Guardians for its gestation period (pregnancy). The Breeder will take possession of the female dog one week prior to her due date and she will remain with the Breeder until her puppies are whelped and weaned (aprox.5-7 weeks).

9- If the dog is male, Breeder will take possession of the dog at the appropriate time for same day breeding either at Guardian's residence or place of business. Additionally, breeder may take possession of the dog up to ten (10) times in any 12 month period up to seven (7) continuous days each time for breeding outside the Portland Metropolitan Area.

Guardian's Responsibilities

During the time the Guardians have possession of the dog, the Guardians shall:

1- Safely confine the dog by using a traditional fence restraining the dog by using a leash whenever outside of the Guardians home or yard, especially during a female dog's heat cycle and at all times with a male. Notwithstanding the above, once the dog has been trained to respond to voice commands off leash retrieving for exercise will be permitted. A female may not be left outside in the yard of a Guardian home, or any home, during her heat cycle (heats last for approximately 3 weeks, no more than 2 times a year). At this time a female may be left inside the home and away from all other dogs, or inside a secure crate or garage.

2- Provide adequate exercise for the dog on a daily basis.

3- Provide basic obedience training for the dog, either with classes or at home. Basic obedience includes, but is not limited to: sit, stay, come, down, walking on a leash, crate and potty training.

4- Follow all dietary guidelines as recommended by the Breeder.

5- Provide vet care as needed, including regular vaccinations and rabies vaccine at Guardians expense.

Administer and pay for monthly flea, tick and heartworm medications only as approved by breeder.

Guardian must immediately provide Breeder the dates of treatments & any vet care for Breeders own records.

6- Consult with Breeders at the first sign of illness or at time of injury and pay for any veterinary visits due to illness or injury while in the Guardians care. This includes severe diarrhea, loss of appetite, vomiting, etc. and pay for any veterinary visits due to illness or injury while in Guardians care.

7- Use only the services of the veterinarians selected or approved by Breeders, unless an emergency situation dictates otherwise.

8- Deliver dog to Breeder or meet Breeder upon request with 24 hour notice for breeding purposes, testing, etc.

9- Notify Breeder of scheduled vacations or other absences which would warrant the dog needing other care. This care must meet the approval of the Breeders, and Breeders must be given the contact information of the caretaker during absence. Schedule and pay for boarding expenses that may be necessary if Breeder is unable to care for dog while Guardian is out of town. Guardian shall notify Breeder of Guardian vacations plans, if dog will be with Guardian family on vacation, and provide all contact information in the event dog is needed for breeding during vacation time.

10- Maintain a principal place of residence within an agreed upon distance of Newberg, Oregon (unless otherwise and specifically agreed upon by the Breeder) and provide Breeders with Guardian's address, telephone number and email address.

11- License dog with county in which Guardian is living and keep license current.

12- Keep dog well-groomed at all times. The dog will need regular brushing to help keep coat from matting. Utilize a professional groomer experienced with Poodle grooming when needed every few months to keep the coat well maintained and healthy. Do NOT have the dog shaved unless discussing this with Breeders! A coat length of about 3 inches is a manageable length for most people. Breeder will suggest grooming products if needed by Guardian.

13- If the dog is female, deliver dog to Breeder approximately 5-7 days before her due date. The dog will remain with the Breeder until her puppies are weaned (5-7 weeks). She will then be returned to Guardian. Dog will be bred no more than 3 times in any 2 year period and will have a maximum of 4 litters. Breeder will decide how many litters the dog will have after seeing how she is as a mother and how she tolerates pregnancy, labor, and the weeks following delivery of her puppies.

14- If the dog is female and there is a problem with any pregnancy that endangers the health of that dog, no future breeding will be required, the dog will be spayed as soon and medically appropriate, and ownership transferred to the Guardian.

Removal of Dog

StrongArm German Shepherds (Breeders) may remove the dog from the possession of Guardian for non-compliance of terms of this agreement, at which time this Agreement shall terminate. Breeders agree to consult with Guardian before permanently removing the dog from Guardian's possession unless, in the judgment of the Breeders, the dog must be immediately removed from the possession of Guardian in order to protect the health, welfare and safety of the dog. If the dog does not need to be immediately removed from the Guardians possession, Breeders shall give Guardian a reasonable amount of time to comply with StrongArm German Shepherds (Breeders) requirements for maintaining the health, welfare or safety of the dog before permanently removing the dog.

Removal of Stud Dog

StrongArm German Shepherds (Breeders) may immediately remove a stud dog from the Guardian home should the Guardians hire out the stud, or sell his semen, without specific written permission from Breeders. If this occurred, the

Guardians would also pay the Breeders _____, the value of said stud service or semen.

Death of Dog- Guardian's Possession

Should the dog die from natural or accidental causes, that are not considered negligence (non-compliance of using a leash or not keeping the yard fence in good repair and gate closed) this Agreement shall terminate upon the happening of such occurrence and neither party shall have any further obligation to the other party.

Death of Dog- Breeder's Possession

Should the dog die from natural or accidental causes, that are not considered negligence (non-compliance of using a leash or not keeping the yard fence in good repair and gate closed) this

Agreement shall terminate upon the happening of such occurrence and neither party shall have any further obligation to the other party. However, should a female dog die during whelping (delivery of puppies) Breeder shall give to Guardian, at no cost to Guardian, a spayed or neutered puppy born of the litter that caused the death of the female dog, if any puppies are born alive and survive for eight (8) weeks.

Transfer of Ownership- Proven Breeder or Proven Sire

When Breeders, in the sole and absolute discretion of Breeders, determines that the dog, either a female or male, shall no longer be used for breeding purposes, Breeders shall have the dog spayed/neutered and shall transfer ownership of the dog to Guardian. Breeder will pay all costs associated with the spay/neuter in lieu of any payment for the dog up front or at transference of ownership.

Transfer of Ownership- Potential Breeder or Potential Sire

If, within three (3) years of the date of this Agreement, Breeders determine that the dog, either a potential breeder or potential sire, is unable to be utilized for breeding purposes, Breeder shall pay for the dog to be spayed/neutered and Breeder will transfer ownership of the dog to Guardian for no

additional charge. Should Guardian refuse to pay such costs, Guardian shall immediately return possession of the dog to Breeders.

Return of Dog

During the term of this Agreement, Guardian may permanently return the dog to StrongArm German Shepherds (Breeders) for any reason, at which time this Agreement shall terminate.

Immediate Payment to Breeders

IF, prior to transfer of ownership from Breeders to Guardians, the following occurrences happen, the Guardians agree to pay the Breeders the sum of \$15,000_ (dollars):

- 1- Guardian, independently and without the expressed written consent of Breeders, has the dog spayed or neutered.
- 2- Guardian intentionally causes injury to the dog that prevents the dog from breeding or intentionally or out of negligence causes death of the dog.
- 3- Guardian absconds with the dog, fails to advise Breeders of any change in Guardian's address, or ceases communication with Breeders.

Non-Transferable

This Agreement shall not be transferred to another Breeder or Guardian in whole or in part without prior agreement.

Notification and Correspondence

Notification and communication as required by the terms of this Agreement shall be deemed made, if made, via e-mail or phone to the primary Breeder contacts, Amy or Tim Armstrong

If StrongArm German Shepherds (Breeders) desire a change in the primary contact, Guardians will be notified in writing, signed by all

Breeders, of the change in primary Breeder contact.

Agreed and Accepted, this ____ day of _____, 20__:

Guardian: _____

Breeder: _____