

7-L Farms Guardian Home Contract

1. Purpose of Agreement. The purpose of this agreement is to define the terms and conditions of a Guardianship Agreement between _____ hereafter referred to as “Guardian(s)”, and 7-L Farms, hereafter referred to as “Breeder”.

2. Agreement Participants. This agreement pertains to a _____ (description of dog), Microchip No. # _____, born on _____, and is entered into on _____. It is between the Guardian(s) and the Breeder.

3. Ownership. Ownership shall remain with the Breeder for _____ years or such time that the Breeder shall, by WRITTEN evidence, transfer ownership of the dog to the Guardian(s). Likewise, any puppies born to a female dog or any semen from a male dog shall be the sole and separate property of the Breeder and the Guardian(s) shall have no ownership or possession rights to any use of the semen. Upon completion of this Agreement, Breeder shall transfer possession of the dog to Guardian(s).

4. Breeder Obligations

- Breeder will provide written instruction to the Guardian(s) regarding nutrition, training, and veterinary care. Breeder is responsible for dietary guidelines and other instructions for health care of the dog including, worming and vaccination, if applicable.
- Breeder can visit the Guardian home a minimum of 2 times per year at pre-arranged times.
- Breeder ultimately has the legal right to approve the choice of the dog's veterinarian.
- Breeder shall pay for all veterinary expenses as related to breed-related costs. (health testing). And will return dog when testing is complete.
- Breeder will request services of any MALE dog with a minimum of 3 days' notice, a maximum of 2 weeks' notice, and will take possession of the dog at the appropriate time. Failure to meet these obligations can result in the immediate removal of the dog from Guardian(s) home and termination of the Guardian Contract.
- Breeder will provide any supplements that need to be fed to the dog, along with instructions for when and how to do so.

- Breeder agrees to transport the dog from Guardian(s) home for any breeding or health testing and will return the dog to Guardian(s) once done. The dog will come back to stay with Breeder during the duration of all heat cycles (even if not being bred) to prevent any accidental breeding. And any bred dogs will come back to live with Breeder from one week prior to whelping through till puppies go home at eight weeks of age. Approximately ten weeks.

5. Guardian Obligations

- Guardian(s) must live within 4 hours driving distance of Breeder.
- Guardian(s) must be willing to let Breeder see the home before being accepted as a Guardian(s).
- Guardian(s) will notify Breeder when a females heat cycles start.
- Guardian(s) must provide vet care as needed, at Guardian(s) expense, including the following:
 - regular vaccinations including rabies vaccine
 - Administer monthly flea, tick, and heartworm medications only as approved by Breeder. Guardian must also immediately provide Breeder the dates of treatments & any vet care documentation for Breeder's own records.
- Guardian(s) may not choose or allow any elective veterinary procedures to be performed on the dog without the written consent of the Breeder.
- Guardian(s) are responsible for adequately maintaining, containing, training, and caring for the dog using methods approved by the Breeder.
- Guardian(s) must follow Breeder's nutritional guidelines, exercise the dog appropriately, pay for care and food-related expenses, and pay for visits to the veterinarian not related to breeding.
- If acquiring a puppy, Guardian(s) agrees to enroll, at Guardian(s) expense, puppy in at least one basic puppy class to ensure puppy gets proper socialization and obedience skills.
- Guardian(s) must surrender the dog to the Breeder whenever requested and on occasions such as, but not limited to, breeding and veterinary visits.
- Guardian(s) must inform Breeder of vacations and planned absences. Any persons caring for the dog in Guardian(s)' absence must be approved by the Breeder in advance, OR Breeder is willing to keep the dog while

Guardian(s) is away. Boarding of the dog will never be permitted while the contract is in place.

- Guardian(s) may not use or allow the use of the dog for breeding purposes.
- Guardian(s) are responsible for ensuring that all persons residing with the Guardian(s) and the dog understand and abide by the Guardian contract. Failure to meet any of these obligations can result in the dog being removed from the Guardian home and termination of the Guardianship agreement.
- Any other dogs in the Guardian(s) must be spayed/neutered if they are of the opposite sex.
- Immediate Payment to Breeder
IF, prior to transfer of ownership from Breeders to Guardian(s), the following occurrences happen, the Guardian(s) agree to pay the Breeders the sum of \$5,000 (five thousand dollars):
 - Guardian, independently and without the expressed written consent of Breeders, has the dog spayed or neutered.
 - Guardian intentionally causes injury to the dog that prevents the dog from breeding or deliberately or out of negligence causes the death of the dog.
 - Guardian absconds with the dog, transfers possession dog to anyone other than Breeder, fails to advise Breeder of any change in Guardian(s)' address, or ceases communication with Breeder.

6. Illness, Injury or Death of the dog while in Guardian's care:

- The Guardian is responsible for seeking prompt and appropriate veterinary care in the event of injury or illness of the dog. If choices need to be made regarding the type of treatment, these choices must be presented to and made by the Breeder unless emergency treatment is required.
- If the dog dies due to negligence on the part of the Guardian, the Guardian owes the Breeder \$5,000. Negligence is defined as:
 - Failure to contain or supervise the dog in a responsible manner.
 - Leaving the dog alone in a vehicle if the outdoor temperature is over 75 degrees
 - Failure to prevent the dog from having access to toxic materials.
 - Failure to provide safe means of containment while the dog is in a moving vehicle (use of a crate or canine safety belt is required).

- Leaving the dog in the sole care of a person under the age of 14 years of age.
- If the dog dies accidentally due circumstances beyond the control of the Guardian, the Guardian does not owe any payment to the Breeder.

7. Death of the Dog while in the Breeder's care. If the dog dies while in the Breeder's care, the Breeder will provide a puppy from the next available litter to the Guardian(s) and the Guardianship relationship is terminated.

8. Transfer of ownership of a proven breeding dog. At the end of the 6-year contract, or sooner if Breeder deems acceptable, said dog will be neutered/spayed at the Breeder's expense. Legal ownership of the dog will be transferred from the Breeder to the Guardian at this time.

9. Return of the dog. The Guardian may return the dog to the Breeder at any time and for any reason and the Guardianship agreement will be terminated.

10. Deposit. The Guardian agreed to pay the Breeder a \$500 deposit for the dog. The deposit will be refunded at the end of contract unless dog has been to a personal trainer prior to the Guardianship.

THIS CONTRACT IS MADE AND SIGNED BY BOTH PARTIES TO ENSURE THE WELL-BEING AND PROTECTION OF THIS DOG. THIS CONTRACT CONSTITUTES THE FULL AGREEMENT BETWEEN PURCHASER AND SELLER. NO OTHER WARRANTY, VERBAL OR WRITTEN, IS IMPLIED. THIS AGREEMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS AND ANY LEGAL ACTION MUST BE BROUGHT IN THE COUNTY OF ROBERTSON, STATE OF TEXAS. ALL LEGAL FEES AND COSTS ASSOCIATED WITH SAID ACTION WILL BE PAID BY GUARDIAN(S).

READ, UNDERSTOOD AND AGREED TO BETWEEN GUARDIAN & BREEDER.

(Guardians signature and date)

(Breeders signature and date)