GUARDIAN DOG CONTRACT

VERSION: MARCH 2022

Vanilla Grove Labradoodles – Australian Labradoodles

St Albans District Council breeding licence LN/202100397

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Section 1: Guardian Dog's details Dog name: Gender: Breed: Australian Labradoodle Date of birth: Microchip number: Colour: Markings: Section 2: Details of both parties Breeder: Name: Address: Telephone number: Email:

The following agreement is between Vanilla Grove Labradoodles, hereafter referred to as "The Breeder", and [name], hereafter referred to as "The Guardian" and is not transferrable to any third party.

The following terms and conditions are agreed between The Breeder and The Guardian:

Name:

Address:

Telephone number:

Section 2: Principles of the Guardianship programme

- 1) When a reservation for a Guardian Dog is placed, an initial £500 deposit is required.
- 2) At the time The Guardian acquires physical possession of the puppy, an additional £500 deposit is required.
- 3) The Breeder reserves the right to cancel this contract at any time up until The Guardian takes physical possession of the puppy, in which case the deposit will be refunded in full.
- 4) If within one year of the receipt of the deposit, The Breeder has not offered a suitable Guardian Dog to The Guardian, the deposit will be refunded.
- 5) Puppies will not be released to new homes until the age of 8 weeks.
- 6) Viewing the puppy will only be possible from the age of 6 weeks old. The puppy to become the Guardian Dog is at The Breeder's sole decision.
- 7) The Guardian accepts that the puppy is being acquired to form part of The Breeder's breeding programme and that The Breeder remains the legal owner of the Guardian Dog until retirement from the breeding programme and a Retired Dog Contract is completed and signed by both parties. At that point, legal ownership will be transferred to The Guardian and The Breeder will refund the £1,000 deposit to The Guardian if the breeding programme is completed in full. Any offspring produced by the Guardian Dog are The Breeder's sole property and The Guardian has no ownership or interest in them.
- 8) Both Parties agree to collaborate in delivering a successful breeding programme, following the guidance set by *The Animal Welfare Regulations 2018 and Guidance notes* for conditions for breeding dogs April 2020 (available here) and subsequent revisions. The breeding programme consists of having 3 litters, with mating taking place every other season and no earlier than the age of 18 months and no later than the age of 5 years old.
- 9) If the Guardian Dog is suitable for breeding upon completion of the relevant tests, The Guardian agrees to abide to the specific terms set below. In return, The Breeder agrees to offer The Guardian £100 per puppy, up to £1,000 per successful litter.
- 10) The Guardian acknowledges that entering in this agreement with The Breeder is a long-term commitment over several years, requiring ongoing responsibility to follow the terms of this agreement. The Guardian agrees to proactively communicate and collaborate with The Breeder to positively manage any situation impacting the Guardian Dog that is not covered by this agreement.
- 11) Up until the age of 8 weeks old, The Breeder is responsible for the following:

- a. Provide all the necessary care to the litter, to provide The Guardian with a healthy puppy.
- b. Provide the relevant worming treatment, veterinary health check, microchipping and first vaccination.
- 12) The Guardian agrees to the following terms, before receiving physical possession the Guardian Dog:
 - a. Allow the Breeder to visit their house and assess the property to ensure their suitability as a Guardian Home.
 - b. Registering the Guardian Dog with The Breeder's recommended veterinary practice.
 - c. Acquiring the necessary supplies and equipment as per The Breeder's recommendations to be ready to welcome the Guardian Dog in their home.
 - d. Identifying a suitable insurance policy as per The Breeder's recommendations for the Guardian Dog living at The Guardian's home address as a non-desexed bitch.

Section 3: Guardian's responsibilities

The Guardian agrees to the following terms, once receiving physical possession of the Guardian Dog:

- 1) Provide the Guardian Dog with a suitable environment indoors in their home, for the Guardian Dog to be socialized, feed and rest safely and comfortably throughout the year.
- 2) Safely confine the Guardian Dog within the boundaries of their property.
- 3) Provide enrichment and exercise daily indoors and outdoors, as appropriate with the age, avoiding over-exercising, climbing stairs and excessive running that could damage elbows and hips that are essential for breeding.
- 4) Keep the Guardian Dog well socialized with other dogs, animals, and people of all ages.
- 5) Maintain a work schedule that does not leave the Guardian Dog home alone more than 4 hours a day. If all adults in the household work full time, then professional day-care must be provided so that puppy receives necessary socialization and proper energy outlet opportunities.
- 6) Ensure the Guardian Dog is toilet and crate trained.
- 7) Ensure the Guardian Dog has a sturdy collar of the right size for its age and an identification medal with The Guardian's details.

- 8) Feed the Guardian Dog food approved by The Breeder.
- 9) Attend puppy or dog training classes from qualified trainers with the Guardian Dog.
- 10) Groom the Guardian Dog at least every 8 weeks and cover the associated expenses, by taking the Guardian Dog to a qualified groomer in their area and adhering to the approved cut and look.
- 11) Monitor and maintain the Guarding Dog clean, nails clipped, ears and eyes free from infections at all times.
- 12) Notify and send a summary of all veterinarian visits to The Breeder.
- 13) Ensure that the Guardian Dog receives annual vaccination, regular worming and necessary treatment as advised by the veterinary practice.
- 14) Notify The Breeder immediately if the Guardian Dog exhibits any abnormal behaviour, or upon illness or injury.
- 15) Notify The Breeder of any travelling away from home of 7 days or more.
- 16) Under no circumstances travel abroad with the Guardian Dog.
- 17) Make the Guardian Dog available to The Breeder at their request for health testing and breeding. All requests will be made with at least 24 hours' notice.
- 18) Notify The Breeder upon the first signs of heat.
 - a. Avoid accidental breeding by ensuring that the Guardian Dog is kept away from any intact males during heat.
 - b. Do not attempt the mate the Guardian Dog.
- 19) Keep The Breeder regularly updated with pictures and agree that any pictures of the Guardian Dog may appear on The Breeder's website or other communication channels with prospective puppy buyers.
- 20) Do not advertise, donate, market, sell or enter in any arrangement with anyone about Vanilla Grove Labradoodles, the Guardian Dog and its puppies.
- 21) Ensure all boarding of the Guardian Dog is done through The Breeder.
- 22) Notify The Breeder upon any change of address at least 30 days in advance.
- 23) Notify The Breeder of any significant change in personal circumstances that could affect the Guardian Dog at the earliest opportunity.
- 24) Ensure open communication exists between both parties.
- 25) Acknowledge that from time-to-time new requirements may be made by The Breeder to further support the relationship between both parties and support the breeding programme.

Section 4: Breeding of the Guardian Dog

- 1) The Breeder shall arrange for health tests (eyes, hips, elbows scoring, DNA testing, etc...) to assess the breeding potential of the Guardian Dog and cover all the associated costs and inform The Guardian of the results of these tests.
- 2) Should the Guardian Dog not be suitable for breeding upon completion of the relevant tests, The Breeder shall inform The Guardian within 7 days of receiving all the tests results then arrange to spay the Guardian Dog at the earliest opportunity and cover the associated costs. At that point, the rest of this agreement will become void. From then on, The Guardian will have the opportunity to either purchase the Dog as a pet and become its legal owner or return the Dog to The Breeder. The Guardian agrees to inform The Breeder of their decision within 7 days of being informed of the Guardian Dog's unsuitability for breeding. The Guardian will be able to purchase the Dog for ε[price], corresponding to 50% of the original selling price of that litter (ε[price]), minus the deposit already paid (£1,000). The deposit will then not be refunded.
- 3) Should The Guardian Dog not successfully complete the breeding programme of 3 litters as set above, The Breeder agrees to inform The Guardian at the time of making that decision then arrange to spay the Guardian Dog at the earliest opportunity and cover the associated costs. From then on, The Guardian will have the opportunity to either purchase the Dog as a pet and become its legal owner or return the Dog to The Breeder. The Guardian agrees to inform The Breeder of their decision within 7 days of being informed of the Guardian Dog's unsuitability for further breeding. The Guardian will be able to acquire the Dog without any further payment to The Breeder, however the initial deposit of £1,000 will not be refunded.
- 4) The Guardian agrees to notify the Breeder upon the first signs of heat in the Guardian Dog. The Guardian will make the Guardian Dog available to The Breeder upon request from their home address or otherwise agreed, for progesterone testing, mating, ultrasound and other tests and breeding, as many times as deemed necessary by The Breeder.
- 5) There is small window of opportunity to successfully mate, therefore The Guardian agrees to not plan any trip away from home with the Guardian Dog at that crucial period.
- 6) The Breeder shall cover all expenses associated with mating, breeding and whelping when under their care, except during the first weeks of pregnancy when under The Guardian's care.

- 7) The standard gestation period is 63 days; however, birth can take place earlier.
- 8) The Guardian Dog shall stay at The Breeder's home from 7 to 10 days prior to the expected birth date and until all puppies are weaned.
- 9) The Guardian Dog shall be available to meet new puppies' buyers at The Breeder's request.
- 10) The Breeder shall invite The Guardian to help with the whelping should they wish to and visit the Guardian Dog and the puppies.
- 11) The Breeder is responsible for:
 - a. Determining the retirement age of the Guardian Dog and have the Guardian Dog spayed at the end of its breeding career at The Breeder's expense.
 - b. Providing The Guardian with the agreed sum for each litter when the puppies are 8 weeks old, and payment has been received from new owners.
 - c. Transferring ownership of the Guardian Dog and all paperwork over to The Guardian once the Guardian Dog has been retired and spayed.
 - d. Making any transition between The Guardian's home and The Breeder's home as smooth as possible.
 - e. Providing help and support and be available to answer any questions when requested by The Guardian.

Section 5: Loss, illness, injury of the Guardian Dog

- 1) If at any time the Guardian Dog is be stolen, lost, or acquires serious injury or illness outside the realm of normal pet care and not related to genetic or congenital conditions while in possession of The Guardian or should the Guardian Dog be found in any of these conditions due to negligence on the part of The Guardian, The Guardian will be held responsible for all expenses incurred relating to the loss, injury, or illness.
- 2) The Guardian shall be making the relevant insurance claims and arrange for financial compensation to The Breeder.
- 3) The Breeder is not responsible for any injuries or damages caused by the Guardian Dog while in The Guardian's care.
- 4) In the unlikely event of accidental death of the Guardian Dog as a direct result of breeding, The Breeder shall supply a replacement puppy from The Breeder's own breeding programme to The Guardian at a mutually agreed time, subject to availability

from The Breeder. The replacement puppy may be a pet or a Guardian Dog, at The Guardian's discretion and shall be provided by The Breeder free of charge. The Breeder cannot be held liable to The Guardian, or any other parties, for more than a replacement puppy.

Section 6: Duration and termination

- 1) This agreement commences from the effective date indicated in section 7 and unless otherwise terminated early, will run until the end of the breeding programme for the Guardian Dog stated in section 1.
- 2) If the Guardian Dog is unable to complete the breeding programme, both parties need to agree how to end this agreement as per the clauses on breeding unsuitability.
- 3) Should new personal circumstances arise preventing completion of the breeding programme, both parties have the right to terminate this agreement by giving reasonable notice to the other party. Specific arrangements will need to be agreed to either return the Guardian Dog to The Breeder or transfer the ownership to The Guardian and end the breeding programme.
- 4) Associated expenses in these unforeseen circumstances will need to be discussed between the parties. Unless otherwise agreed, expenses of spaying will be covered by The Breeder.
- 5) If at any time, The Guardian decides to end the agreement and return the Guardian Dog, The Breeder is under no obligation to provide a replacement.

Section 7: Date, declarations and signatures

1.	GUARDIAN:		
I confirm that I have read and had a full explanation of all the detail and meaning of this contract prior to receiving the Guardian Dog and I fully understand its purpose and reason.			
SIC	GNED: DAT	E:	
2.	BREEDER:		
I confirm that I am the owner of the said Guardian Dog and the contents of this contract are			
accurate to the best of my knowledge.			
SIC	GNED: DATE:		
Ag	greement start date:		