

BLACK FOREST DOODLES

GUARDIAN HOME CONTRACT

I. Date and Parties

THIS AGREEMENT made the _____ Day of _____, _____ between:

Name(s): _____

Address: _____

Phone(s): _____

Email(s): _____

(Hereinafter known as the "Guardian") and

Name: Black Forest Doodles

Address: 15885 Fools Gold Lane, Colorado Springs, CO 80921

Email: blackforestdoodles@gmail.com

(Hereinafter known as the "Breeder").

II. Guardian Home Description

Breeder is a doodle breeder and has developed a guardian home program. This program has been created to allow the breeder to maintain full breeding rights on a breeding quality dog while said dog is placed in a loving foster environment provided by the guardian. The guardian seeks to provide the dog with a safe, loving forever home while supporting the breeding needs of Black Forest Doodles by participating in the guardian home program. As such, the breeder agrees to provide the guardian with a puppy, and the guardian agrees to accept said puppy and comply with the terms of this agreement. Therefore, the parties agree to the following.

III. Guardian Home Dog

The Breeder agrees to provide in sound condition the “pick of the litter” (1) male or (1) female breeding dog (*hereinafter designated as “the guardian dog”*) Described below as follows:

NAME: _____

WHELPING DATE: _____

DAM: _____

SIRE: _____

Said dog will be the sole property of Black Forest Doodles until the time the conditions of this agreement have been fulfilled and the dog is retired from our breeding program. The guardian home will be considered the foster home for the guardian dog for the entirety of the dogs career as a breeding male/female for the breeding program of Black Forest Doodles. Upon retirement of the guardian from our breeding program, and after the successful spay/neuter surgery (provided at Black Forest Doodles expense) the dog will be given, at no upfront expense, to the Guardian family as their sole property from that moment forth.

IV. Initial Considerations/Requirements

In order to be considered for the guardianship program with Black Forest Doodles the following must apply:

- Your permanent residence must be within 3 hours driving distance of Colorado Springs Colorado (Zip Code 80921)
- You must own your own home
- You must have a physical fence in your back yard with ample room for the dog to play. This is also an important safety feature for the dog and helps to avoid any unwanted, unplanned pregnancies with neighbor dogs
- An unaltered male dog will go to almost ANY lengths to reach a bitch in heat. It is crucial that the dog be kept on leash at all times in public places. Dog parks are forbidden as many illnesses are

spread in dog parks and it is risky to associate your dog with other dogs that you are unfamiliar with as it could result in injury/death to the dog.

- Have reliable transportation and willingness and capability to deliver the dog to Black Forest Doodles with little notice. The dog would need to be delivered to either Black Forest Doodles home base (15885 Fools Gold Lane, Colorado Springs, CO) or to the repro vet of our choosing, not to be outside of Colorado Springs City limits
- Being flexible with Black Forest Doodles in the event of breeding. Often little notice is given as the window for a successful breeding is very small. It may be necessary for the dog to be delivered to us, or for us to have access to pick the dog up for a collection or sample with a small window of time and very little notice to you. We respect your time and will always attempt to provide at least a 24 hour notice when we may need to pick up the dog or have him/her brought to us.
- Have no unaltered dog of the opposite sex in the same home as the guardian dog until the time the dog is retired and thus spayed/neutered.

YES, I understand and agree

Signature: _____

Signature: _____

IV. Responsibilities

· **General:**

It is agreed that the guardian dog is valued at \$5,000.00 USD and will increase in value as the dog matures and as further genetic and health tests are acquired and passed. Furthermore this agreement is to ensure the guardian dog will thrive in the guardians home which is intended to be the forever home of the dog. As such, guardian agrees to give full and proper care to guardian home dog. Should the guardian take possession of the dog prior to the completion of a full set of puppy vaccinations (any time before 16 weeks of age) the guardian agrees to allow “no paws on the ground” meaning puppy is not fully vaccinated from illnesses carried and potentially distributed to dog-centric businesses such as but not limited to: pet stores,

veterinary offices, parks, walking and hiking trails, dog shows etc. It is expected that a higher than normal level of care is taken and the puppy not be placed on the ground in said locations. He/she is to be carried in for vet and grooming appointments or brought in via a crate to ensure puppies paws don't touch the ground.

YES, I understand and agree

Signature: _____

Signature: _____

Heat Cycles in Female Dogs:

If the guardian dog is female the guardians understand the expectations include and are not limited to the following: The female will begin her estrus cycles between the ages of 6-18 months of age. It is essential that the guardian keep a close eye on the heat cycles of the female guardian dog. Bloody or straw colored discharge, swelling of the vulva, excessive licking of the vulva, receptive to male dogs, tail flagging, agitated, nervous or aggressive behavior, urinating more frequently. It is of the utmost importance that the guardian home be aware of any of the above behavior and contact the breeder immediately upon viewing any of the above-mentioned conditions. Breeding of a female is a very time sensitive situation and the appropriate testing must be done at the exact appropriate times to ensure a successful breeding. **YES, I**

understand and agree Signature: _____

Signature: _____

Female Guardian Considerations:

The female guardian dog is not to be bred prior to her second heat and or second birthday. After that time it can be expected that Black Forest Doodles reserves the right to host the guardian female at their home for a maximum of 4 litters (a litter defined as at least 3 live births delivered to a bitch at one time) to be delivered before the females 6th birthday. Should a breeding not take and the female should not become pregnant it is understood that the next viable heat will be utilized and a repeat breeding will be attempted. It is Black Forest Doodles position that repeat litters are healthier for the female and we try to ensure we

have litters back to back to ensure the best health and wellbeing of the dog. It is not unheard of to have 2 litters born to a single bitch within any given calendar year. Upon a successful breeding it is understood that the female is to remain at the home of Black Forest Doodles, under our care for the time period to include, 7-10 days prior to the estimated due date and the full 8 week period necessary to successfully whelp and raise puppies. Home visits are not considered safe and can be deadly for new puppies so guardians must understand and be receptive to not having contact with the female guardian dog for up to a 10 week time period as breeding and whelping necessitates.

YES, I understand and agree

Signature: _____

Signature: _____

Male Guardian Considerations:

Breeding of a male guardian is far less taxing and invasive than it is for a female guardian; however, the contracted dates are considerably longer. Black Forest Doodles reserves the right, at any given time, with as little as 12 hours notice, to collect the guardian male from the guardian home for semen collection or other needs to be facilitated by the breeder and or the breeders reproductive veterinarian of choice. The male is considered viable and can be bred anytime after he is 18 months of age and Black Forest Doodles deems him a viable stud. Black Forest Doodles may collect the male and keep him under their care for as little as 1 hour to as much as 7-10 days for breeding needs from the time the male is 18 months old through the 8th birthday of the male. The male will be considered “retired” and no longer utilized as stud for the aforementioned breeding program.

YES, I understand and agree

Signature: _____

Signature: _____

· **Feeding Requirements/Guidelines:**

The following ingredients are not approved in our breeding program and must not fall in the top 5 of the ingredients listed on the bag...Peas, Pea Protein, Legumes, Chickpeas, Lentils, White Potatoes, Flax, Flaxseed, Flax Oil, Corn, Cornmeal, and Soy. If you are having a problem finding food lacking these ingredients reach out to the breeder for suggestions. We also recommend feeding a food with an ancient carbohydrate source... such as Millet, Chia Seed, Quinoa and/or Sorghum to maintain a proper energy level. Pumpkin can and should be given as an added fiber source if the dogs stool is overly hard or soft. Coconut oil can be added to the food to maintain a shiny coat, and soft, un-cracked paw pads and nose leather. Feeding an un-approved food, overly feeding table scraps/people food, feeding toxic and or unhealthy foods to the dog will result in Black Forest Doodles confiscating the dog and rightful and lawful termination of this contract at no cost to Black Forest Doodles.

YES, I understand and agree

Signature: _____

Signature: _____

· **Grooming**

The dog must be maintained with proper coat, nail and teeth care. Proper brushing of the coat, trimming of nails and cleaning teeth is expected and required. This can be done at home or at a grooming salon. It is expected that the dog be taken to a groomer for a professional groom at least every 8 weeks or sooner as needed at the expense of the guardian home. Anal gland expression is not recommended unless a veterinary professional deems it necessary. Black Forest Doodles requires said recommendation in writing prior to anal gland expression. Ear hair plucking, dew claw removal and tail docking are not necessary and will not be tolerated. Not maintaining proper grooming upkeep will result in the dog being confiscated by Black Forest Doodles at no cost to Black Forest Doodles and rightful and lawful termination of this contract.

YES, I understand and agree

Signature: _____

Signature: _____

Exercise

To maintain proper health and fitness an appropriate level of daily exercise of the dog is required. Please be advised *too much* exercise is detrimental to the proper growth and joint development of the dog and thus prohibited by this contract and will not be acceptable. Proper exercise guidelines according to the age and size of the dog will be made available in a separate document and must be adhered too. Exceeding proper exercise limitations is not advised and will result in the dog being confiscated by Black Forest Doodles at no cost to Black Forest Doodles and this contract will be rightfully and lawfully terminated.

YES, I understand and agree

Signature: _____

Signature: _____

Communication

Communication is essential to the success of a guardian home agreement. As stated, it is sometimes necessary to have access to the dog at very short term notice to you. We also require communication of all potential issues related to the dog including but not limited to: sickness, vet appointments, training progress, boarding, etc. It is also required of the guardian to inform Black Forest Doodles of any change of address of phone contact information immediately. Should Black Forest Doodles find it difficult to communicate with the guardian home through email, messenger, text etc., or should it be found that the guardian is not amenable or easy to work with, should Black Forest Doodles be faced with any negativity or hostility from the guardian, should any unprofessional or unwanted interaction is issued from the guardian this contract shall be considered willfully and lawfully terminated and the guardian dog shall be surrendered to Black forest doodles.

YES, I understand and agree

Signature: _____

Signature: _____

Dog Parks

We do not endorse the use of dog parks or interaction with any unfamiliar dogs. It is a risky place to be as many dogs that visit dog parks are unvaccinated and may have temperament issues. For instance, an unvaccinated dog carrying a condition such as brucellosis can effectively obliterate a breeding program as any dog that contracts this condition will need to be euthanized immediately as well as the euthanization of ANY OTHER DOG living in the residence with the affected dog as stated by state law. Play dates may be scheduled on Black Forest Doodles property and safe socialization with canines familiar to the family is encouraged. **YES, I understand and agree**

Signature: _____

Signature: _____

Veterinary Appointments

All veterinary costs are the sole responsibility of the guardian with the exception of breeding related tests, procedures, collections, alterations etc. Routine veterinary care to include check-ups, shots, dental care, emergency visits etc. are the responsibility of the guardian. Any veterinary appointments or emergencies must be communicated with Black Forest Doodles, permission must be given by the guardian to allow Black Forest Doodles full access to the dogs veterinary records and the permission to speak with the veterinarian responsible for their care. No surgery, medication, treatments may be implicated without the express consent of Black Forest Doodles prior to them being performed/administered. It is also required that within 72 hours of the guardian accepting possession of the guardian dog a veterinarian appointment with the guardians selected doctor of veterinary medicine must be scheduled for a routine health check. Proof of said health check and clean bill of health must be provided to Black Forest Doodles.

YES, I understand and agree

Signature: _____

Signature: _____

Living Conditions

This dog is to be raised as an indoor family pet; not an outdoor dog. Outdoor kennels, outbuildings, sheds, dog houses etc. are no place for a dog to live. Should it be found that the dog is being housed in unacceptable conditions this contract will be considered willfully and lawfully terminated and the dog will be returned to Black Forest Doodles. No incurred costs for returning the dog shall be the responsibility of Black Forest Doodles. **YES, I understand and agree**

Signature: _____

Signature: _____

Vacations/Boarding

We understand down time is essential and encourage the guardian family to go on vacations. We do however require that the place of boarding be approved by us prior to the dog being placed with a boarding facility. We must be given the contact information of said boarding facility as well as the days/times the dog is to be delivered to the facility and picked up from the facility. We require written permission to collect the dog from the boarding facility at any time to necessitate breeding procedures.

YES, I understand and agree

Signature: _____

Signature: _____

Breeding

All breeding rights are the sole property of Black Forest Doodles. At any time if a breeding is conducted by the guardian accidentally or willfully legal action will be taken by Black Forest Doodles and this contract will be considered willfully and lawfully terminated. The dog will be surrendered to Black Forest Doodles and a fine in the amount of \$10,000.00 will be issued to and collected from the guardian. **YES, I understand and agree**

Signature: _____

Signature: _____

Training

Basic obedience training is required of the dog and must be completed in a timely fashion at the expense of the guardian and to the satisfaction of Black Forest Doodles. This training is to include basic manners and obedience skills. At any time Black Forest Doodles may ask that the dog be brought to our premises for training purposes. We may decide to work with the dog on further training outside of basic manners and obedience to include scent work, trick dog training, service and or therapy training, dock diving etc. Any such training will be scheduled and conducted at a time/place convenient for both the guardian and the breeder, any training deemed necessary by Black Forest Doodles that goes above and beyond basic obedience and manners training will be conducted at Black Forest Doodles expense. If additional training is completed at the request of the guardian, the guardian will be responsible for the expense of said training.

YES, I understand and agree

Signature: _____

Signature: _____

Accidental or Negligent Death

Should the guardian dog die in the care of the guardian it will be determined if the death was due to accidental causes or due to negligence on the part of the guardian. Should it be determined that the death was preventable and the cause of negligence a fine in the amount of \$5,000.00 (the estimated value of the guardian dog) will be issued to the guardian and this contract will be considered rightfully and lawfully terminated at no expense to Black Forest Doodles.

YES, I understand and agree

Signature: _____

Signature: _____

· **Transfer**

At no time, will it be permissible, for the guardian to transfer ownership of the guardian dog to another person. If the guardian finds it in their best interest to surrender the dog the dog must be surrendered to Black Forest Doodles and this contract will be considered willfully and lawfully terminated.

YES, I understand and agree

Signature: _____

Signature: _____

· **Puppies**

The guardian shall not have any ownership interest or possession rights to any puppies produced as a result of the breeding of the guardian dog, nor shall they have any rights to any funds acquired as a result of the breeding of the guardian dog.

YES, I understand and agree

Signature: _____

Signature: _____

· **Compensation and Initial Investment:**

In an act of good faith and as proof positive that the guardian home is in compliance and understanding of the forward progress of the breeding program goals and processes of Black Forest Doodles an initial investment of \$500.00 is required, up front to be a part of our guardianship program. The compensation agreement for male and female guardian dogs are as listed:

Male - \$150.00 from the breeder (Black Forest Doodles) to the guardian home upon confirmation of female pregnancy by either Black Forest Doodles or another breeding program as approved by Black Forest Doodles after rendering of stud services supplied by Black Forest Doodles.

Female - \$100.00 per puppy whelped by the female guardian dog to be delivered by Black Forest Doodles to the guardian program after each puppy born reaches the age of 8 weeks in healthy and sound condition and is delivered to their new home and determined healthy and well by a certified, licensed veterinarian. If a puppy should be stillborn or not reach its 8th week of life no compensation will be given for that particular puppy.

YES, I understand and agree

Signature: _____

Signature: _____

Spay/Neuter

At no time shall the guardian dog be spayed/neutered at the request of the guardian. If the untimely spay/neutering is successfully carried out by the guardian home thus rendering the dog un-usable by the Black Forest Doodles breeding program a fine in an amount no less than \$5,000.00 and no more than \$10,000.00 will be enacted upon the guardian. The exact amount of the fine shall be determined based on the value of the dog given the amount of training, testing and other factors determined to weigh in to the overall value of the guardian dog at the time the unapproved spay/neuter is carried out.

YES, I understand and agree

Signature: _____

Signature: _____

Guardian Signature _____ **Date** _____ **Print** _____

Breeder Signature _____ **Date** _____ **Print** _____