*For legal clarification:*

*The Legal Owners, Whimsical Australian Labradoodles, aka Judy Dorough and/or Gail Tighe, may be referred to as owners, Breeders, Whimsical Australian Labradoodles, Judy Dorough and/or Gail Tighe.*

*The Female Puppy/Adult dog being placed may be referred to by her registered name, call name, her, or female dog.*

*The (these) Guardians may be referred to by their name, Guardian, Guardian Home, and/or Guardian Home.*

# Whimsical Australian Labradoodles are the LEGAL OWNERS of this Female dog and will remain the Legal Owners of this Female dog until this Agreement / Contract is terminated per the Termination of Agreement / Contract stated on the last page of this document. This Agreement / Contract is being agreed upon and is effective as of

# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_, between Whimsical Australian Labradoodles and the

#  Month Day Year

Guardian Home for this Female Puppy listed below:

**Primary Name**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Primary Cell \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Home/Alt \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*CDL State*: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Secondary Name**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Primary Cell \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Home/Alt \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*CDL State*: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*This Female Puppy Being Placed in Guardian Home has the Registered name of:*

*Whimsical’s* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dam:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Sire:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DOB: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Call Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Color: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Collar Color and # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Microchip # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Welcome to our Program!

We are breeders of Australian Labradoodles. Our dogs are considered beloved members of our family. We created a Guardian Program to grow our breeding program while still providing each of our breeding dogs a loving environment within a Guardian Home.

All decisions will be made by the breeders. These decisions will be explained to the Guardian and are always for the betterment of this Female Dog and/or Whimsical Labradoodles’ breeding program.

By joining our Program, you desire to and will function as a Guardian for a registered Australian Labradoodle Female dog that is a potential breeder or proven breeder and subject to the terms of this Guardian Program Agreement / Contract.

# Guardian Benefits

1. There are no adoption/purchase costs for this puppy. This Female Puppy is our “pick of the litter” with an estimated value of $10,000 to $15,000.
2. Whimsical Australian Labradoodles will be responsible for veterinarian costs associated with breeding health tests and breeding costs associated with the breeding and whelping of puppies from this Female.
3. As a bonus for all your assistance in our program, we are offering a monetary gift of $500 *per live litter of 3 or more puppies at 8 weeks of age*. This gift will be given after the pups have gone to their forever homes.

Exception: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Guardian Family Obligations

1. Raise this Dog as an indoor Dog. *Never allow this dog to sleep outside or be tied/tethered outside on a regular or daily basis.*
2. When left at home, this Dog shall be safely contained indoors with appropriate heat and air conditioning. Remember dogs do not handle cold or heat as well as humans.
3. Comply with Owner(s)’s nutritional and dietary guidelines and pay all costs and expenses associated with this Dog nutrition and physical care. Provide normal comfortable living quarters and toys, as well as regular veterinarian care and visits.
4. Provide this Dog with regular exercise and socialization.
5. The Guardian will be responsible to provide the Owner(s) with their veterinarian information prior to placement of the Dog. Owner/Breeders will approve the licensed veterinarian this Female Dogs will see unless there is an emergency, and that veterinarian is not an option. The Guardian will ensure that this Female Dog’s veterinarian records indicate the veterinarian, and their staff may speak and share all information regarding this Female Dog with Owner/Breeders, Gail Tighe and Judy Dorough. Owner/Breeders must approve where all health testing and routine/emergency veterinarian care is to be done.
6. Provide pictures and written updates every few months. Updates and pictures are preferred to be sent electronically and some will be posted on our website.
7. Provide routine medical care appropriate for a breeding Dog. Schedule and pay for all veterinary appointments (other than those associated with breeding, which will be covered by the Owner(s).
8. Regarding heart wormer preventatives, **DO NOT USE ProHeart 6,** or any heartworm medicine with **moxidectin in it.** It could kill our dog! Do not let your vet pressure you into using.

**Regarding flea/tick repellents, DO NOT USE Seresto as it will immediately terminate this contract. There are** many on the market which have caused terrible reactions in dogs, so please do not accept anything without learning potential adverse reactions. Some safe alternatives at this time are Frontline Plus, Advantix, and Wondercide. Just do your own diligent research or give us a call.

1. Have physical fencing to provide a safe and secure environment for this Female Puppy. This is to protect this Female Puppy dog from any unplanned and unwanted pregnancies. There will be no exceptions to this rule as it is crucial!
2. Never leave this Female Puppy off-leash in an unsecured area. **No Dog parks allowed**!
3. Allow the Breeder/Owners to visit this Female Puppy at the Guardian’s home. Some visits may be announced by less than 30 minutes, but we will always try to give a minimum of 1 or more days’ notice.
4. Have reliable transportation and the willingness to bring this Female to us when needed throughout the year for socialization and breeding purposes (i.e. testing, breeding, litters, etc.). Guardian Families must know that this is a crucial part of owning a Female. If the Guardian does not feel they can meet this requirement, they should not act as a Guardian for one of our Females. If we, the Owner/Breeders, do not feel this Guardian can successfully meet this requirement the Breeders/ Owners will not place a Female with this Guardian. \*See addendum/note area below if applicable.
5. Guardians will notify Owner/Breeders of all persons moving in or out of their home (living in or moving out of the home more than 1 month), a change in the structure, change of address, phone or email of the listed Guardian members on this Agreement / Contract, and planned vacations. If this Female Dog needs to be boarded for any reason it can only be done with the Owner/Breeders’ approval and at the expense of the Guardian.
6. Maintain open lines of communication with the Owner/Breeders concerning all matters related to this Female Dog.
7. Understand the Owner/Breeders may need to make decisions about your Female Dog, and you will have to respect those decisions. Examples may include, but are not limited to:
	* keeping this Female Dog longer at the Owner/Breeders home
	* additional veterinarian care (breeding-related costs to be borne by Owner/Breeders)
	* additional supplements and change of diet
8. This puppy must pass all health testing. This testing will be done no sooner than four (4) months of age and no later than 6 months of age.  Non-passing tests results will render this puppy unsuitable for a breeding dog.  If this puppy does not pass all testing, this puppy will be then considered a Companion Puppy/Dog.  We, the Breeders/Owners of this puppy, will release this puppy to the Guardian/Co-Owners at no cost to them once proof of spay/neuter on this puppy is received by the breeder.

 The Guardian/Co-Owner understands and agrees to the following:

* + 1. A companion dog/puppy will not be bred.
		2. This dog will be spayed or neutered *no sooner than 12 months of age and no later than 13 months of age*.
		3. Guardian/Co-Owners agree that non-passing health testing scores will make the Guardian part of this contract invalid.
		4. Guardian/Co-Owners agree to sign a Companion Dog Agreement / Contract/contract and follow the all the conditions set forth in the Companion Agreement / Contract.
		5. Breeder/Owner agrees to not remove this puppy from the Guardians/Co-Owners as long as the stipulations in this section are met.

# Ownership

Ownership, all rights, title and interest in this Female Dog shall remain with Owner/Breeders (aka - Whimsical Labradoodles, Owner/Breeders, Judy Dorough and Gail Tighe).

Puppies born to this Female Dog shall be the sole property of the Owner/Breeders. The Guardian shall have no ownership interest or possession rights to any puppies whelped by the Female Dog placed in their home by Whimsical Labradoodles.

This Female Dog shall be used as breeding stock exclusively by the Owner/Breeders, Whimsical Labradoodles, and under no circumstances shall be bred to any male dog other than as directed by the Owner/Breeders.

After this Female Dog ceases to be a breeder, usually after 3-4 litters, this Female Dog shall be spayed at the cost of the Owner/Breeders. After spaying, the Owner/Breeders will, by written evidence of a transfer, assign and transfer ownership of this Female Dog to the Guardian.

# Possession

Upon the execution of this Agreement / Contract, but not before the Female Dog turns 8 weeks of age, the Owner/Breeders shall transfer physical possession, but not ownership (legal or otherwise), of this Female Dog to the Guardian. The Guardian shall retain possession of this Female Dog during this Agreement / Contract, subject to the terms of this Guardian Agreement / Contract, remembering they must return possession of this Female Dog for breeding and whelping purposes. The Guardians shall provide loving physical care and supervision of this Female Dog subject to the terms and conditions of this Agreement / Contract.

The Guardian shall not transfer the possession of this Female Dog to any person without the *prior* *written* consent of the Owner/Breeders.

# Owner/Breeders’ Possession for Breeding

When the Owner/Breeders require access to this Female dog, the Guardian will provide transportation to on of their homes..

The Guardian will give all notifications to and about this Female Dog for all reasons including, but not limited to:

1. Veterinary appointments.
2. Heat cycles – At the first sign of going into heat (blood) until a successful mating (usually 7-14 days later). Guardian can bring this Female Dog to the specified breeder’s home every other day, totaling, *on average,* 3-4 times, or *leave* her with the Owner/Breeders until she is done being bred.
3. Whelping – The Owner/Breeders will have continuous possession of this Female Dog starting 10 days prior to her due date and until the puppies are weaned and have left the Owner/Breeders property for their forever homes, which will be no sooner than 8 weeks of age unless otherwise agreed upon.

4. Guardian agrees that the Owner/Breeders have the right to visit the residence of the Guardian Home at a *minimum* of at least once per calendar year to visit this Female dog and to discuss with the Guardian any issues concerning this Female Dog. Some visits may be announced in less than 30 minutes, but Owners/Breeders will always try to give a minimum of 1 or more days’ notice.

5. This Female dog will normally not be bred more than 4 times. Breedings may be back-to-back, health permitting.

6. If Judy Dorough or Gail Tighe finds it difficult to reach/contact the Guardian, or they are met with roadblocks, cantankerous comments, and or texts which make this working relationship uncomfortable or hostile, or if the Guardian refuses to comply with Judy Dorough or Gail Tighe requests, within reason and within the confines of the law, this Female Dog will be removed from the home immediately and this contract will be terminated and it will be considered null and void.

7. Owner/Breeders will work with the Guardian’s *reasonable* personal requests for visitation days with this Female while this Female Dog is at the Owner/Breeders home. The Owner/Breeders will set these days. Families will not be able to visit this Female for the first week or two after the puppies are born. Also, Families will not be able to touch puppies until they are a minimum of 4 weeks old, depending on the health of the litter and the prevalence of parvo and distemper in the area, it may be as late as 6 weeks.

# Guardian Obligations & Termination of Agreement / Contract

Should this Agreement / Contract be terminated, the Guardian will not be reimbursed any costs, nor will there be any refunds.

This Agreement / Contract shall terminate upon the occurrence of one or more of the following:

1. Immediately upon the transfer of ownership of this Female Dog to the Guardian
2. Immediately upon Owner/Breeders’ determination that the Guardian is non-compliant with the terms of this Agreement / Contract and such non-compliance poses a significant hindrance/risk to the breeding, health, welfare, and or safety of this Female Dog, at which time possession of this Female Dog returns to the Owner/Breeders.
3. Immediately for noncompliance of this Agreement / Contract and/or for hostile communication between Owner/Breeders and Guardian. If Judy Dorough and Gail Tighe feel there is no longer a professional working relationship, this Agreement / Contract will be immediately voided, and this Female Dog will be immediately returned to Judy Dorough and/or Gail Tighe. Please understand this is not your dog yet. Any decisions made by Gail Tighe and/or Judy Dorough, are always made with Whimsical’s breeding program, this dog’s and her puppies’ health and welfare always being the most important factor in our decision process.

Guardians trying to sabotage the breeding process because they no longer want their Female Dog out of their home for 2+ months at a time or any other reason, this Agreement / Contract will be immediately terminated.

1. Immediately, upon the death of this Female Dog from natural or accidental causes.
2. Immediately, upon the Guardian’s permanent return of this Female Dog to Owner/Breeders for any reason.

If you, the Guardian do not think you are emotionally ready to allow the Female Dog to be with us during whelping, then please DO NOT be a Guardian for a Female dog. This is teamwork. This is for the greater good. We are breeding to provide dogs that heal hearts and truly make a difference. This is not a self-serving Agreement / Contract. Guardian Families have to be able to trust the Owner/Breeders, as the Owner/Breeders do their Guardians.

# Indemnity

This Guardian agrees to indemnify and hold these Owner/Breeders harmless from and against all claims, liabilities, losses, cost, damages, and expenses by reason of any damaged property or injury or death to individuals allegedly caused by this Female Dog while in the possession of the Guardian.

Primary Guardian’s Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_

Secondary Guardian’s Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_

Breeder / Owners Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_

 Judy Dorough or Gail Tighe of Whimsical Labradoodles

Thank you for choosing and trusting Whimsical Australian Labradoodles.

Stay safe and well,

Gail and Judy

Gail Tighe - C*ell - 951-515-5233 Email - Whimsical.Labradoodles.Gail@gmail.com*

*Judy Dorough - Cell - 909-638-6411 Email – tujs@live.com*