*For clarification issue:*

*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 Male Puppy dog being placed may be referred by his registered name, call name, his, Puppy, dog, or Male dog.*

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

# Whimsical Australian Labradoodles are the LEGAL OWNERS of this Male dog and will remain the Legal Owners of this Male dog until this Agreement/Contract is terminated per the Termination of Agreement/Contract stated in this document.

# *Guardian Family Home for this Male Puppy*

# *Please print legibly*

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

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

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

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

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

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

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

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

*This Male 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 Team!

We are breeders engaged in breeding Austrian Labradoodle Dogs. Our dogs are considered beloved members of our family. We created a **Guardian Family** Program to grow our breeding program while still providing each of our breeding Dogs a loving environment with a **Guardian Family**.

All decisions will be explained to the **Guardian Family** and are always for the betterment of this Male Dog and/or Whimsical Labradoodles’ breeding program.

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

# Costs and Benefits of the Guardian-Home Program

Your initial cost will be nothing. This Male Puppy is our “pick of the litter” with an estimated value of $10,000 to $15,000.

Whimsical Australian Labradoodles, aka the Owners of this puppy, will pay for all costs associated with breeding **this Dog,** excluding all transportation costs.

The Guardian Family will pay all costs for normal everyday care, which includes but is not limited to, Pet Insurance, food, toys, vet care, training, and transportation to and from the Owners home and veterinarians for breeding.

As a bonus for all your assistance in our program we are offering a monetary gift of $220 *per live* litter of 3 or more puppies. This gift will be given after the pups have gone to their forever homes.

**Costs**

Costs for normal everyday care, which includes but is not limited to:

 Pet Insurance, food, toys, vet care, training, and transportation to and from the Owners home and veterinarians for breeding.

Owners, Whimsical Australian Labradoodles, will pay for all costs associated with breeding **this Dog,** excluding all transportation costs.

# Guardian Family Obligations

1. Raise **this Dog** as an indoor Dog. *Never to sleep outside or be tied/tethered outside on a regular or daily basis.*

When left at home, **this Dog** shall be safely contained indoor with appropriate heat and air conditioning. Remember dogs do not handle the cold or heat as well as humans.

1. Comply with **Owner**(s)’s nutritional and dietary guidelines and pay all cost and expenses associated with feeding **this Dog** and normal comfortable living quarters and toys, as well as regular veterinarian care and visits.
2. Provide **this Dog** with regular exercise and socialization.
3. Again, this **Guardian Family** will be responsible to research and provide **Owner**(s) with veterinarian information prior to placement of Dog. Breeder-Owners will approve the licensed veterinarian this Dogs will see, unless there is an emergency and that is not an option. The Guardian Family will make sure that this Male Dogs veterinarian records indicate the vet may speak to the Breeder-Owners and share all information regarding this Male Dog.
4. Provide pictures and written updates every few months. Updates and pictures are preferred to be sent electronically.
5. Provide routine medical care appropriated 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).
6. **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 it.

**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 Male Puppy. This is to protect this Male Puppy dog from any unplanned and unwanted pregnancies. There will be no exceptions to this rule as it is crucial!
2. Never leave this Male Puppy off leash in an unsecured area. No Dog parks allowed!
3. Allow the Breeder/Owners to visit this Male Puppy at the Guardian Family’s home. Some visits may be announced by less than 30 minutes, but we’ll always try to give at minimum 1 or more days’ notice.
4. Have reliable transportation and the willingness to bring this Male 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 Male. If the Guardian Family does not feel they can meet this requirement, they should not function as a Guardian Family for one of our Males. If we, the Breeder-Owners, do not feel this Guardian Family can successfully meet this requirement the Breeders/ Owners will not place a Male with this Guardian Family. \*See addendum/note area below if applicable.
5. Guardian Families will be responsible to research and provide the Breeder-Owners with their veterinarian information *prior to placement of this Male Puppy*. Owners must approve veterinarians prior to placement.
6. Breeder-Owners must approve where all health testing, routine/emergency vet care is to be done.
7. Guardians will notify Breeder-Owners 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 family structure, change of address, phone, or email of the listed Guardian Family members on this Agreement/Contract, and planned vacations. If this Male Dog needs to be boarded for any reason it can only be done with Breeder-Owners’ approval and at the expense of the Guardian Family.
8. Maintain open lines of communication with the Breeder-Owners concerning all matters related to this Male Dog.
9. Understand the Breeder-Owners may need to make decisions about your Male Dog, and you will have to respect those decisions. Examples may include, but are not limited to:
	* additional vet care (breeding related costs to be borne by Breeder-Owners)
	* additional supplements and change of diet
10. This puppy must pass all health testing that 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 9 months of age and no later than 13 months of age.
		3. Guardian/Co-Owners agree that non-passing health testing scores will make 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/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 and all rights, title and interest in **this Dog** shall remain with **Owner**(s) aka Whimsical Labradoodles aka Judy Dorough and/or Gail Tighe.

The **Guardian Family** shall have no ownership interest or possession rights to any puppies produced by **this Dog.**

All semen shall be sole property of the **Owner**(s). The **Guardian Family** shall have no ownership interest or possession rights to any use of the semen.

**This Dog** shall be used as breeding stock exclusively by the **Owner**(s), Whimsical Labradoodles, and under no circumstances shall **this Dog** be bred to any Male dog other than as directed by the **Owner**(s).

After **this Dog** ceases to be a stud dog, usually between 3 to 4 years of age, **this Dog** shall be neutered. After neutering, the **Owner**(s) will, by written evidence of a transfer, assign and transfer complete ownership of **this Dog** to the **Guardian Family**.

# Possession

Upon the execution of this Agreement/Contract, but not before **this Dog** turns 8 weeks of age, the **Owner**(s) shall transfer physical possession, but not ownership, of **this Dog** to the **Guardian Family**.

The **Guardian Family** shall retain possession of **this Dog** during this Agreement/Contract, subject to the terms of this **Guardian** **Family Agreement/Contract**, remembering they must return possession of **this Dog** for breeding purposes.

The **Guardian Family** shall provide loving physical care, supervision, and basic training of **this Dog** subject to the terms and conditions of this Agreement/Contract.

The **Guardian Family** shall not transfer possession of **this Dog** to any person without the *prior* *written* notification and written consent of the **Owner**(s).

**Change of Residence**:

The owners of this dog must approve of the new residence prior to moving this dog. The Owners may terminate this Agreement/Contract should the Guardian Family be moving too far away from said Owners.

The **Guardian Family** will notify the **Owners** of their intent to move and provide **Owners** with their new address and if renting or leasing, a copy of their new rental or lease Agreement/Contract stating **this Dog** will be in the home with the owners or Management companies’ knowledge and approval.

# Owners’ Possession for Breeding

**Owner**(s) requires access to **this Dog** for reasons including, but not limited to:

1. Breeding related veterinarian visits.
2. Breeding related stays at one of the Owners homes.
3. If **this Dog** is at the **Owner**(s) home for an extended period of time, the **Owner**(s) will facilitate with the **Guardian Family** personal visitation days. The Owner(s) will set these days.
4. Transportation to and from the Owner’s home and veterinarians will be the responsibility of the Guardian Family.

# Termination of Agreement/Contract

This Agreement/Contract shall terminate upon the occurrence of any of the following:

1. Immediately, upon the transfer of ownership of **this Dog** to this **Guardian Family.**
2. Immediately, upon **Owner**’s determination that this **Guardian Family** is in non-compliant with the terms of this Agreement/Contract and such non-compliance poses significant risk to the breeding, health, welfare, and safety of **this Dog,** at which time possession of **this Dog**  returns to these **Owner**(s).
3. Immediately, for noncompliance and or hostile communication between **Owner**(s) and **Guardian Family**. If Judy Dorough and Gail Tighe feel there is no longer a professional working relationship, this **Guardian Program Agreement/Contract** is void and **this Dog** is immediately returned to Judy Dorough and/or Gail Tighe.

 Please understand **this Dog** is NOT your Dog yet and decisions are made regarding **this Dog** well-being and our breeding program.

4. Guardian Families trying to sabotage the breeding process because they no longer want this Dog out of their home for periods of time for breeding purposes is unacceptable and this Agreement/Contract will be voided.

 We, the Owners, want to work as a team. This teamwork is for the greater good of this Dog and our Australian Labradoodle breeding program. 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(s), as we, the Owner(s), need to trust our Guardian Families.

5. Immediately, upon the death of this Dog from natural or accidental causes.

6. Immediately, upon the Guardian Family’s permanent return of this Dog to these Owner(s) for any reason.

# Indemnity

The **Guardian Family** agrees to indemnify and hold these **Owner**(s) 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 Dog** while in the possession of the **Guardian Family**.

# This Agreement/Contract/contract is being agreed upon and is effective as of \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_,

#  Month Day Year

# between Whimsical Australian Labradoodles, also known as Judy Dorough and / or Gail Tighe who are, and shall remain, the LEGAL OWNERS of this male dog until this Agreement/Contract is terminated per the *Termination of Agreement/Contract* instructions as stated in this Agreement/Contract.

***Legal Owners***

*Judy Dorough and/or Gail Tighe*

Print Name: \_\_\_\_ Judy Dorough / Gail Tighe\_\_\_\_\_ Date: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***Guardian Family***

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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