



Guardian Agreement with _____

Big Puppy Family (Breeder) is in the business of breeding dogs and would like to place one of these dams owned by the Breeder with the Guardians listed below. The Guardians agree to provide physical, loving care and to provide supervision of the dog as stated in this agreement. Both parties (Breeders and Guardians) agree to be legally bound by the following agreement:

Dog:

(Call Name, Color, Breed, Sex, DOB)

Breeder Information:

Jennifer Eber

185 Morgan Rd. Temple, GA 30179; 678-346-0637; info@bigpuppyfamily.com

Guardian Information:

Ownership shall remain with the Breeders until the time when the Breeders shall, by written evidence, transfer ownership of the dog to the Guardians. Likewise, any puppies born to a female shall be the sole and separate property of the Breeders and the Guardians shall have no ownership or possession of her offspring. Upon execution of this Agreement, Breeders shall grant joint ownership of the dog to Guardians. Guardians shall retain joint ownership of the dog and shall provide physical care to and supervision of the dog subject to the conditions of this Agreement. When the terms of this agreement have been satisfied, or terminated early by the Breeder, sole ownership will be granted to Guardian.

Guardian Commitments

OWNERSHIP - Guardian agrees that this puppy will be officially owned by the Breeder until the end of the dog's breeding career. At that point, the dog will be fixed at the expense of the Guardian (in lieu of any upfront or final costs), and the Guardian will fully own the dog.

Care of the Dog

The guardian agrees:

1. The dog will remain in only their possession on their property in their home. The Guardian must own their home (or have a long-standing rental contract which allows pets) and have a fenced-in yard or other suitable area for the dog to exercise or must be adequately walked on a leash several times a day. The dog will live inside and will not be kept outside.
2. To allow the Breeder to visit his/her home at the Breeder's request.
3. To keep the dog intact and not to alter the dog.
4. There are no other intact dogs in his/her home, unless another BPF Guardian dog.
5. To keep the dog away from all unaltered dogs of the opposite gender and never allow an accidental breeding to occur. No dog parks while the dog is intact.
6. Not to take the dog out in public when he/she reaches breeding age and is in heat, knowing that the dog is fully intact and may try to breed with an intact dog of the opposite gender.
7. To notify the Breeder immediately when a heat cycle begins (first day of blood).
8. To keep a female dog at home at all times and away from intact males for the duration of her heat cycle (approximately 3-4 weeks total).
9. To bring the dog to the Breeder within 24 hours of the Breeder's request. The Guardian agrees that he/she will be the one responsible for transporting the dog to the breeder.
10. To keep the dog's given name and not change it during the Guardianship period, unless the dog is an unnamed younger puppy. In this situation, the Guardian may name the puppy with the Breeder's approval of name.
11. To periodically bring the dog for visits to the Breeder's house so that the dog can remain familiar with the Breeder.
12. To provide updated monthly photos. Photos MUST be provided a minimum of once per month. More often is preferred. Photos must be of good quality with good lighting, and some must show the entirety of the dog both in a sitting and standing position. If Guardian is unable to provide Breeder with high enough quality photos to be used on the website or on social media, Guardian agrees to bring dog right after being groomed to the Breeder to take good quality photos.
13. To keep the dog well-groomed at all times and have the dog professionally groomed every 8-12 weeks in a breed-appropriate groom approved by the Breeder. (If needing to shave down the dog, always check with the Breeder first and get approval.)
14. To clean the dog's ears weekly and brush the long sections of the dog's coat to prevent matting.
15. To crate train or keep the dog crate trained if the dog is already crate trained by the breeder. (This is extremely important.)
16. To potty train the dog to eliminate outside or keep the dog potty trained to eliminate outside.
17. To feed only specific high-quality food which must be approved by the breeder. This is extremely important because certain foods contain substances that can negatively affect health and fertility.
18. To keep the dog updated on all shots and vaccinations (given by a licensed veterinarian).
19. To notify the Breeder immediately if the dog is sick and to provide prompt vet care to notify the breeder of the diagnosis and any medication given.

20. To provide flea, tick, and heartworm prevention approved by the Breeder (to make sure that the chosen preventatives do not negatively affect the health or fertility of the female).
21. To invest in obedience training and/or continue the training already begun by the breeder and not allow the dog to develop bad habits (such as jumping up on people, pawing, excessive barking, etc.)
22. To notify Breeder ahead of time of any vacations or any plans to move. Guardian agrees that the dog will be returned to the Breeder should the Guardian move more than two hours away from the Breeder during the dog's breeding career, unless previously agreed upon in writing by both Breeder and Guardian.

Breeding of the Dog

The Guardian agrees:

1. Guardian agrees that the dog will be brought to the Breeder by the Guardian to be bred and may remain with the Breeder for a period of up to 14 days (but usually only a few days).
2. Guardian agrees that the dog will be brought to the Breeder one week before her earliest due date and will remain with the Breeder until the puppies are fully weaned (usually between 5-7 weeks).
3. Guardian agrees that the dog will be bred for up to 4 litters (depending on the health of the female, her ease of whelping, her adjustment and enjoyment of motherhood, and her ability to regain her health following the litter).
4. Guardian FULLY AGREES that if any of the above items are breached, Breeder may require Guardian to return the dog. Guardian shall return the dog immediately upon Breeder's request.

Breeder Commitments

The Breeder agrees:

1. To pay for all breeding-related expenses for the dog.
2. To provide the utmost care for the dog during the breeding and whelping process.
3. To communicate and cooperate with the Guardian to make the Guardian Program experience a very positive one.
4. To always prioritize the health of the dog above all else and make program decisions with this important factor in mind.
5. To return the dog to the guardian after puppies are weaned with a thank you gift. This gift may be monetary in nature or comprised of goodies or gift cards for the dog or Guardian and is contingent upon the ease of the Mom giving birth, the health of the puppies, and the market conditions at that time.

Removal of Dog

Breeders may remove the dog from the possession of the Guardian for non-compliance of terms of this agreement, at which time this Agreement shall terminate. Breeders agree to consult with Guardian before permanently removing the dog from Guardian's possession unless, in the

judgment of the Breeders, the dog must be immediately removed from the possession of Guardian in order to protect the health, welfare and safety of the dog. If the dog does not need to be immediately removed from the Guardians possession, Breeders shall give Guardian a reasonable amount of time to comply with Breeders requirements for maintaining the health, welfare or safety of the dog before permanently removing the dog.

Other Terms

DEATH OF DOG – GUARDIAN’S POSSESSION. Except as hereinafter provided, should the dog die from accidental causes while in the possession of Guardian, this Agreement shall terminate upon the happening of such occurrence. Neither party shall have any further obligation to the other party. However, should the dog die due to negligence (direct or indirect), the Guardians will pay the Breeders a flat sum of \$15,000.00 (USD).

DEATH OF DOG – BREEDER’S POSSESSION. Should the dog die from natural or accidental causes that are not considered negligence (non- compliance of using a leash or not keeping the yard fence in good repair and gate closed) this Agreement shall terminate upon the happening of such occurrence and neither party shall have any further obligation to the other party. However, should a female dog die during whelping (delivery of puppies) Breeder shall give to Guardian, at no cost to Guardian, a limited-rights puppy (requiring spay or neuter at the appropriate age) sborn of the litter that caused the death of the female dog, provided puppies are born alive and giving a clear bill of health at eight (8) weeks from the Breeder’s licensed Veterinarian.

RETURN OF DOG - During the term of this Agreement, Guardian may permanently return the dog to Breeder for any reason, with neither party having any further obligation to the other party.

INDEMNITY - Guardian agrees to indemnify and hold harmless the Breeder from and against all claims, liabilities, losses, costs, damages and expenses by reason of any damage to property or injury or death to individuals allegedly caused by the dog while in the possession of Guardian.

PAYMENT TO BREEDER - Upon the occurrence of any of the following events, Guardian agrees to pay to Breeder the sum of \$15,000 dollars (USD), which sum represents the fair market value of the dog:

- a. Guardian shall pay the aforementioned sum to Breeder if Guardian, independently and without the expressed written consent of Breeder, has the dog neutered or spayed.
- b. Guardian shall pay the aforementioned sum to Breeder if Guardian intentionally causes injury to the dog that prevents the dog from breeding or intentionally causes the death of the dog.
- c. Guardian shall pay the aforementioned sum to Breeder if Guardian absconds with the dog, fails to advise Breeder of any change in Guardian’s address, or ceases communication with Breeder.

Transfer of Ownership- Proven Dam:

When Breeder determines that the dog shall no longer be used for breeding purposes. Guardian shall have the dog spayed and full ownership of the dog will be transferred to Guardian. Guardian will pay all costs associated with the spay/neuter in lieu of any upfront payment for the dog, or at the transfer of ownership.

Non-Transferable:

This Agreement shall not be transferred to another Breeder or Guardian in whole or in part without prior agreement. Notification and correspondence notification and communication as required by the terms of this Agreement shall be deemed made, IF made, via e-mail or phone to the primary Breeder contacts, Jennifer and Michael Eber at 678-346-0637 or info@bigpuppyfamily.com.

Accepted and Agreed upon by

Guardian Signature: _____ on Date: _____

Printed Name: _____

Guardian Signature 2: _____ on Date: _____

Printed Name: _____

Breeder Signature: _____ on Date: _____

Printed Name: _____