

MAGNOLIA CREEK GUARDIAN HOME CONTRACT

1. Purpose of Agreement. The purpose of this agreement is to define the terms and conditions of a Guardianship Agreement between _____ hereafter referred to as “Guardian(s)”, and Magnolia Creek Newfypoos, hereafter referred to as “Breeder”.

2. Agreement Participants. This agreement pertains to a _____ (description of dog), Microchip No. # _____, born on _____, and is entered into on _____. It is between the Guardian(s) and the Breeder.

3. Ownership. Ownership shall remain with the Breeder for ____ years or such time that the Breeder shall, by WRITTEN evidence, transfer ownership of the dog to the Guardian(s). Likewise, any puppies born to a female dog or any semen from a male dog shall be the sole and separate property of the Breeder and the Guardian(s) shall have no ownership or possession rights to any use of the semen. Upon completion of this Agreement, Breeder shall transfer possession of the dog to Guardian(s).

4. Breeder Obligations

- Breeder ultimately has the legal right to approve the choice of the dog’s veterinarian.
- Breeder shall pay for all veterinary expenses as related to breed-related costs. (hip x-rays, eye exams etc.). Return dog when testing complete.
- Breeder will pay \$125.00 to Guardian for every litter Dog Sires to assist in coverage of care and travel expenses.
- Breeder will request services of any MALE dog with a minimum of 3 days’ notice, maximum of 2 weeks’ notice and will take possession of the dog at the appropriate time. Failure to meet these obligations can result in the Guardian terminating the Guardianship agreement, resulting in the return of the dog to the Breeder.

5. Guardian Obligations

- Guardian(s) must provide vet care as needed, at Guardian(s) expense, including the following:
 - regular vaccinations including rabies vaccine
 - Administer monthly flea, tick and heartworm medications only as approved by Breeder. Guardian must also immediately provide Breeder the dates of treatments & any vet care documentation for Breeder's own records.
- Guardian(s) may not choose or allow any elective veterinary procedures to be performed on the dog without the written consent of the Breeder.
- Guardian(s) must license dog with County in which Guardian(s) lives and keep license current.
- Guardian(s) are responsible for properly maintaining, containing, training and caring for the dog.
- Guardian(s) must follow Breeder's nutritional guidelines, exercise the dog appropriately, pay for care and food-related expenses, and pay for visits to the veterinarian not related to breeding.
- Guardian(s) must surrender the dog to the Breeder whenever requested and on occasions such as, but not limited to, breeding and veterinary visits.
- Guardian(s) agrees to cooperate in arranging transport of the dog to assigned location upon Breeder's request for testing and collection. Alternative arrangements may be made at Breeder's discretion and should be agreed upon by both parties.
- Guardian(s) may not use or allow the use of the dog for breeding purposes except as those arranged for by the Breeder.

8. Transfer of ownership of a proven breeding dog. At the end of the 7-year contract (or sooner if Breeder deems acceptable). Dog will then be spayed/neutered at the Breeder's expense and legal ownership of the dog will be transferred from the Breeder to the Guardian at this time.

9. Return of the dog. The Guardian may return the dog to the Breeder at any time and for any reason and the Guardianship agreement will be terminated.

THIS CONTRACT IS MADE AND SIGNED BY BOTH PARTIES TO ENSURE THE WELL-BEING AND PROTECTION OF THIS DOG. THIS CONTRACT CONSTITUTES THE FULL AGREEMENT BETWEEN PURCHASER AND SELLER. NO OTHER WARRANTY, VERBAL OR WRITTEN, IS IMPLIED. THIS AGREEMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF FLORIDA AND ANY LEGAL ACTION MUST BE BROUGHT IN THE COUNTY OF HILLSBOROUGH, STATE OF FLORIDA. ALL LEGAL FEES AND COSTS ASSOCIATED WITH SAID ACTION WILL BE PAID BY GUARDIAN(S).

READ, UNDERSTOOD AND AGREED TO BETWEEN PURCHASER & SELLER.

Guardian Print

Breeder Print

_____ Date _____

Guardian Signature

Breeder Signature

_____ Date _____
