**Depot Dachsies**

**Guardian Home Agreement**

**1. Purpose of Agreement**

The purpose of this agreement is to define the terms and conditions of a Guardianship Agreement between TBD referred to as “Guardians”, and Rebecca DeAguiar (Depot Dachsies), hereafter referred to as “Breeder”.

**2. Agreement Participants**

This agreement pertains to a Smooth Coat, Black and Cream, male, miniature Dachshund Microchip No. #956000014367958, AKC # HP59170004 and is entered into on TBD. It is between the Guardian(s) and the Breeder.

**3. Ownership**

Ownership shall remain with the Breeder for 8 years **OR** until the breeder gives written permission to neuter, whichever comes first and at such time that the Breeder shall, by WRITTEN evidence, transfer ownership of the dog to the Guardian(s). The dog will live with and be cared for by the Guardian in a matter defined by the terms of this contract for the duration of the contract. Once the contract has ended, full ownership of the dog will be transferred to the Guardians and the Guardians will pay to have the dog neutered.

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 Guardians 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 Guardians.

**4. Breeder Obligations**

1. The Guardian agrees to pay the Breeder $350 for the Dog prior to taking guardianship over the dog.
2. Breeder will provide guardian with detailed instructions regarding care of dog, feeding, training, and veterinary care.
3. Breeders may visit the guardian home a minimum of 1 time per years at pre-arranged times.
4. Breeders will request transportation of the dog when necessary.  Breeder will give guardians at least a 2 day notice when transportation is necessary.
5. Breeder is responsible for all veterinary expenses related to breeding.
6. Failure to meet these obligations can result in the guardian terminating the guardianship agreement.
7. Breeder will refund $150 to the Guardians at the end of this contract when the Guardians provides proof of neuter.
8. Breeder agrees to pay the Guardian a stipend of $150 for all litters produced that consist of 3 puppies, $250 for litters of 4 puppies and $400 for litters of 5 or more.

**5. Guardian Obligations**

1. The guardians are responsible for all expenses related to properly maintaining (including grooming, ear and teeth cleaning and nail trims), containing, training and caring for the dog using methods approved by the breeder.
2. Guardians must follow breeder’s nutritional guidelines, exercise the dog appropriately, pay for routine veterinary care (including annual inoculations and rabies vaccine, flea and tick prevention and monthly heartworm medications) and food related expenses and pay for sick visits to the veterinarian. Guardian must provide breeder with dates of treatments and any vet care documentation for Breeder’s own records.
3. Guardians will maintain the dog’s physical appearance with grooming, brushing, de-matting, and will keep nails clipped and clean ears and teeth.
4. Guardians must inform breeder of vacations and planned absences.  If boarding, the Guardian agrees to list the Breeder as the emergency contact including email or board with the Breeder: (Depot.Dachsies@gmail.com) and cell phone (508-801-1912).
5. Guardians agree to cooperate in arranging transport of the dog upon breeder’s request for testing, insemination, natural breeding or on other occasions as needed by breeder.
6. Guardians may not choose or allow any elective veterinary procedures to be performed on dog without the written permission from breeder. Guardians will **not** allow the Leptospirosis vaccination to be given.
7. Guardians may not use or allow the use of the dog for breeding purposes except those arranged for by the Breeder.
8. The guardians are responsible to ensure that all persons residing with the guardians and dog understand and abide by the contract.
9. Guardians agree to reside within 60 minutes of South Easton, MA for the duration of the contract.  If guardian moves to a location outside this radius, the guardian must inform the breeder and must still be responsible for transporting the dog to and from the breeder. If the guardian moves more that an hour away, they may be required to relinquish the dog back to the breeder.
10. Guardians will keep the dog contained or on a leash, when outside.
11. Guardian will crate the train the dog. It is imperative that the dog be happy and comfortable in a crate.
12. Guardians agree that the dog will be an indoor dog and will never be kept outside for extended periods of time.
13. Guardians will provide adequate exercise for the dog on a daily basis and ensure the dog maintains a healthy weight.
14. Guardians must license the dog with the town in which the Guardians live and keep the license current.
15. The Guardians agrees to never use physical force or intimidation such as hitting, swatting or yelling as a method of training, never to rub the dogs’ nose in its excrement and/or crate the dog for longer than 7 hours/day without at minimum 1 bathroom break.
16. The Guardians agrees to pay The Breeder, in full, for any legal fees resulting from a dispute or disagreement between The Guardians and The Breeder about the dog, during the term of this agreement. The Guardians agrees to pay their own legal fees.
17. The Guardians agrees that the dog legally belongs to The Breeder until this contract has expired or is terminated by The Breeder.
18. The Guardians is responsible for the dog and his/her behavior and safety around all other people and dogs. The Guardians agrees to be legally responsible for any harm or damage(s) caused by the dog while in the Guardians care. Being in the Guardians’ care is defined as not on the Breeder’s property or in the Breeder’s vehicle.
19. The Guardian agrees to keep an active pet insurance policy on the dog for the duration of this contract.
20. The Guardians will provide photos of the dog (with no other dogs in the pictures) to the Breeder on a regular basis.

 **Failure to meet any of these obligations can result in the termination of the guardianship contract, and the repayment of any breeding fee to date and if it causes the dog to not be able to be used as a breeder, a penalty fee of $3,500 will be due to the Breeder.**

**6. Illness, Injury or Death of the dog while in Guardians care**

1. The Guardians are responsible for seeking prompt and appropriate veterinary care in the event of injury or illness of the dog. Breeder will be consulted at the first sign of illness or at a time of injury.
2. If choices need to be made regarding type of treatment, the choices must be presented to and made by the breeder unless emergency treatment is required.
3. If  the dog dies due to negligence on the part of the Guardians, the Guardians owe the breeder any amounts already paid for litters or stud fees, plus the penalty fee of $3,500.  Negligence is defined as:
	* Failure to contain or supervise the dog in a responsible manner.
	* Leaving the dog alone in a vehicle if the outdoor temperature is over 65 degrees.
	* Failure to prevent the dog from having access to toxic materials (including but not limited to chocolate, expresso beans, Poinsettia, Christmas flower, ant traps, mouse poison, toilet bowl cleaner, etc.).
	* Failure to provide safe means of containment while the dog is in a moving vehicle (use of crate or canine safety belt) – will waive this for the ride home from the breeders upon first purchase.
	* Leaving the dog in the sole custody of a person under the age of 14.
	* Failure to seek veterinary care if the dog becomes sick.

 **If the dog dies accidentally due to circumstances beyond the control of the Guardians, the Guardians do not owe any payment to the breeder.**

**7. Death of the dog while in the care of the breeder**

If the dog dies while in the care of the breeder, the breeder will provide a replacement puppy to the Guardians at no charge and this Guardians contract will be terminated and a new one created.

 The Guardians may return the dog at any time for any reason and the Guardians contract will be terminated. If the guardian dog is returned after the trial period of 10 days, no money will be refunded.

**8. Transfer of ownership of a proven breeding dog.**

At the end of the 8-year contract, or sooner if Breeder deems acceptable via written evidence, said dog will be neutered at the Guardians’ expense. Legal ownership of the dog will be transferred from the Breeder to the Guardians at this time. $150 will be refunded to the guardians’ when proof of neuter is provided.

**9. Return of the dog.**

The Guardians may return the dog to the Breeder at any time and for any reason and the Guardianship agreement will be terminated. No money will be refunded after the 10 day trial period.

**10. Removal of dog.**

Breeder may remove the dog from the possession of Guardians for non-compliance of terms of this agreement, at which time this Agreement shall terminate. Breeder agrees to consult with Guardians before permanently removing the dog from Guardians’ possession unless, in the judgment of the Breeder, the dog must be immediately removed from the possession of Guardians 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, Breeder shall give Guardians a reasonable amount of time to comply with Breeder’s requirements for maintaining the health, welfare or safety of the dog before permanently removing the dog.

**11. Future Ownership of the Dog**

The Guardians may not adopt or sell the Dog to any other parties unless approved by the Breeder, even after the end date of the contract. If ever the guardian can no longer care for the dog it must be offered back to the breeder.

**12. Termination of Contract by Guardians**

If at any time the Guardians decides to end this contract, the Dog must be returned to the Breeder. This contract will remain in effect until TBD, 2030 unless terminated by either party, due to a reason set forth in the above contract. Upon completion of this contract, and with proof of neutering/spaying of the Dog, this contract will be fulfilled.

**13. PAYMENT TO BREEDER**

Upon the occurrence of any of the following events, Guardians agrees to pay to Breeder the sum of $3,500 Dollars which sum represents the difference in the fair market value of the dog sold with breeding rights as opposed to pet placement;

* 1. Guardians shall pay the aforesaid sum to Breeder if Guardians, independently and without the expressed written consent of Breeder, has the dog spayed or neutered or is discovered to have allowed male dog to be bred without Breeder’s consent;
	2. Guardians shall pay the aforesaid sum to Breeder if Guardians intentionally causes injury to the dog that prevents the dog from breeding or intentionally causes the death of the dog;
	3. Guardians shall pay the aforesaid sum to Breeder if Guardians absconds with the dog, fails to advise Breeder of any change in Guardians’ address, or ceases communication with Breeder.

**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.

**Waiver of Breach.** No failure to enforce a breach of this Agreement shall constitute a waiver of any other or subsequent breach.

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 MASSACHSUETTS. ALL LEGAL FEES AND COSTS ASSOCIATED WITH SAID ACTION WILL BE PAID BY GUARDIANS.

READ, UNDERSTOOD AND AGREED TO BETWEEN PURCHASER & SELLER.

**BREEDER: DATE:**

Printed Name

Signature

**GUARDIANS:**

 **DATE:**

Printed Name

Signature