

# Guardian(s) Contract Agreement

Royal Bernese Mountain Dogs LLC

Ashley King (989) 574-5195

[www.RoyalBMD.com](http://www.RoyalBMD.com)

[RoyalBerneseMountainDogs@gmail.com](mailto:RoyalBerneseMountainDogs@gmail.com)

**Purpose of Agreement** The purpose of this Guardian(s)/Lease agreement is to provide

Name(s): \_\_\_\_\_ / \_\_\_\_\_,

Physical Address:

\_\_\_\_\_

Contact Number(s): \_\_\_\_\_ / \_\_\_\_\_

Email: \_\_\_\_\_, hereafter referred to as "Guardian(s)"

whose complete physical and mailing address is with a **Breed:** \_\_\_\_\_

**Reg. No:** \_\_\_\_\_ **Call Name:** "\_\_\_\_\_" for the intended purpose of Ashley King, hereafter referred to as "Breeder(s)," to maintain ownership of the dog for breeding purposes.

1. **Agreement Participants:** This agreement pertains to **Call Name:** "\_\_\_\_\_" **microchip:** \_\_\_\_\_, **born** \_\_\_\_\_, and is entered into on \_\_\_\_\_ between the Guardian(s) and the Breeder(s).

## 2. Definition of terms

- A. Well veterinary visits: A veterinary visit, scheduled in advance, the purpose of which is preventive care, vaccinations or determination of normal growth and health.
  - B. Sick veterinary visits: A veterinary visit, scheduled for the purpose of investigating or treating an ill or injured dog.
  - C. Potential Breeder(s): A Male/Female dog that has not yet produced a litter.
  - D. Proven Breeder(s): A Male/Female dog that has successfully produced a litter.
  - E. Breeder(s): Ashley King and any other approved and ethical Breeder(s) who enters into a Co Ownership with Ashley King for the purpose of breeding rights to the Guardian Dog.
3. **Ownership** of this dog, microchip: \_\_\_\_\_ remains the property of the Breeder(s), Ashley King for a period of 5 years for females and 9 years for males; unless it is determined by the Breeder(s) the dog will no longer be a part of the breeding program. Upon conditions/obligations being met, ownership will transfer to Guardian(s) and the dog will be neutered/spayed at

Breeder(s)'s expense. Guardian(s) has no ownership or interest in any puppies produced by this dog. The breeder understands that being a guardian may have its challenges. Therefore the first 6 months of date entered into this contract is considered a trial period. The breeder may pull the puppy with no reason provided. The guardian may always return the dog anytime for the life of the dog.

4. **Breeder(s) Obligations**

- A. Breeder(s) will provide Guardian(s) with a healthy dog/puppy.
- B. Breeder(s) will provide Guardian(s) with information related to the heat cycle and the gestation period.
- C. Breeder(s) agree to provide Guardian(s) recommended dog/puppy food options and educate Guardian(s) about Canine nutrition.
- D. Breeder(s) pay all veterinarian costs pertaining to health tests related to ethical breeding practices including but not limited to Genetic health panel for breed related specific genetic disorders.
- E. The Breeder must be listed as a contact on the vets records. If we need to access records this is the only way they'll provide details to us.
- F. Breeder(s) agree to pay for neuter or spay at the completion of contract (Lease) or when Breeder(s) deems the dog to not be needed for breeding.
- G. Breeder(s) will notify the Guardian if or when a contract is entered into for Co Ownership of the Guardian Dog for the sole purpose of breeding rights or to assist with whelping puppies and will provide the Guardian with all the Co Owner's contact information.

5. **Guardian(s) Obligations:** Guardian(s) will take possession on \_\_\_\_\_ with the responsibility to:

- A. The Guardian(s) is responsible for properly maintaining, containing, training and caring for the dog using methods approved by the Breeder(s).
- B. Guardian(s) must agree to follow Breeder(s)'s nutritional guidelines (**food and treats**) and exercise the dog appropriately. **No** human food is to be given. **Obesity is a health hazard to dogs/puppies.** Current Recommendation for Dog Food: [Lifes Abundance purchased through lifesabundance.com/BMD](https://lifesabundance.com/BMD)
- C. Guardian(s) must train Guardian dog to be a well-trained behaved, socialized and a mannerly dog.
- D. The Guardian(s) is responsible to pay for care, grooming, and food-related expenses, and pay for Veterinary visits to the veterinarian not related to breeding including but not limited to Well and Sick Veterinary Visits, vaccinations, deworming, parasite control, food, prevention and emergency vet expenses. Guardian(s) must provide a copy of the

vaccines/Heartgard prevention given by a licensed Veterinarian and annual boosters for verification.

- E. Guardian must notify breeder(s) of veterinarian they choose for puppy/dog.
- F. Guardian must have breeder(s) on puppy/dog veterinarian records.
- G. Guardian(s) must surrender the dog to the Breeder(s) whenever requested and on occasions such as, but not limited to, breeding, and veterinary visits.
- H. Guardian must respond to Breeder(s) calls/text within 24 hours.
- I. Guardian must give monthly updates such as photo/video/phone call/text.
- J. Guardian(s) must inform Breeder(s) of vacations and planned absences. Any persons caring for the Guardian dog in the Guardian(s)'s absence must be approved by the Breeder(s) in advance.
- K. Guardian(s) agrees to cooperate in arranging transport of the Guardian dog to the assigned location(s) upon Breeder(s)'s request for testing and collection including travel to Montrose, Michigan or specified locations of Veterinary Clinics/facilities.
- L. Guardian(s) may not choose or allow any elective veterinary procedures to be performed on the dog without the written consent of the Breeder(s).
- M. Guardian(s) may **not** use or allow the use of the Guardian dog for breeding purposes except as those arranged for by the Breeder(s).
- N. Guardian(s) must inform Breeder(s) as soon as there is any evidence the female has come into season.
- O. Must agree to work with other breeders who co-own breeding rights to the Guardian dog by making the dog available as necessary for breeding or whelping purposes.
- P. Guardian(s) must safely confine or supervise the Guardian dog by use of physical fence or leash or any other containment systems approved by Breeder(s).
  - a. Guardian(s) must have underground fencing or fenced in yard high enough that Guardian dogs cannot enter or exit on their own. If there is not a fence, the Guardian dog must be under control of the Guardian(s) at all times.
- Q. Guardian(s) must keep Guardian dog free from fleas and other parasites using chemical products recommended by a veterinarian or Breeder(s) and to inform their veterinarian whenever the dog is expecting a litter so that her condition is taken into consideration when prescribed any medications.

- R. Guardian(s) must notify Breeder(s) immediately in the event of serious illness or accident including severe diarrhea, loss of appetite, vomiting, etc.
- S. Guardian(s) will not have any other intact dog, male or female in the home with Guardian(s) dog. Guardian(s) agrees to keep dogs away from intact males during heat cycle or intact males from intact females to prevent accidental breeding.
- T. The Guardian(s) is responsible to insure that all persons residing within the Guardian(s) home understand and abide by the Guardian(s) contract.
- U. Guardian(s) **must** keep Guardian(s) dog maintained in a **breed specific groom** by a professional groomer (every 6 to 10 weeks) and regularly maintain nail trimming. Regular grooming and nail trimming practices must be established to avoid harmful results including but not limited to shaving undercoat, matting, skin irritation, ear/eye infections, walking on heels, elongated toes, improper gait, stress on joints/hips/elbows, etc.

6. **Illness, Injury or Death of the dog while in Guardian(s)'s care:**

- A. The Guardian(s) is responsible for seeking prompt and appropriate veterinary care in the event of injury or illness of the dog.
- B. For Sick Veterinary Visits, if choices need to be made regarding type of treatment these choices must be immediately presented to and made by the Breeder(s) unless emergency treatment is required.
- C. If the dog dies due to negligence on the part of the Guardian(s), the Guardian(s) owes the Breeder(s) \$5,000 the purchase price plus shipping (if applicable) \$N/A plus any and all expenses paid by Breeder(s) including but not limited to health testing, and veterinary expenses for PennHip/OFA certifications in the amount of \$1,000 Not to exceed \$12,000. Negligence includes but is not limited to:
  - 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.
  - Failure to provide safe means of containment while the dog is in a moving vehicle (use of a crate or canine safety belt is required).
  - Leaving the dog in the sole care of a person under the age of 12 years.

- Failure to dog proof the home to be free of toxic chemicals, prescription medications, toxic foods, toxic plants or other materials which are harmful, toxic or potentially dangerous.
7. If the **dog dies accidentally** due to circumstances beyond the control of the Guardian(s) the Guardian(s) **does not owe** any payment to the Breeder(s).
  8. **Death of the Dog while in the Breeder(s)'s care.** If the dog dies while in the Breeder(s) care, the Breeder(s) will provide, free of charge, a replacement puppy/dog to the Guardian(s) and the Guardianship relationship is terminated.
  9. **Transfer of ownership of a proven breeding dog.** At the age of 5 years for females and 9 years for males, or at an earlier age if determined by the Breeder(s) that conditions warrant it, a proven breeding dog will be de-sexed at the Breeder(s)'s expense. Legal ownership of the Guardian dog will be transferred from the Breeder(s) to the Guardian(s) at this time.
  10. **Transfer of ownership of a potential breeding dog**
    - A. If it is determined by the Breeder(s) or a Veterinarian prior to reproducing a litter that it is in the best interests of the Breeder(s) or the Guardian dog, a potential breeding dog can be de-sexed at the Breeder(s)'s expense. If this option is chosen, and dog is removed from the breeding program by the Breeder the guardian has the option with written consent at termination from the breeder to buy the guardian as a pet for legal Guardianship of the dog will transfer to the Guardian(s) for the purchase pet price of \$1,600.
    - B. If the Guardian(s) chooses not to purchase the dog, Breeder(s) will take possession of the dog and the Guardian(s) relationship will be terminated.
  11. **Return of the dog** The Guardian(s) may return the Guardian dog to the Breeder(s) at any time and for any reason and the Guardianship agreement will be terminated. No refund will be provided to the guardian for their expenses.
  12. **Decease of Guardian:** If the owner/guardian happens to pass away during the duration of this contract the breeder will allow an extended family member to continue this contract based on approval from Breeder.
    - A. The Breeder will also help the extended family find a forever home if the contract has ended and they are not able to keep the guardian dog.

***Failure to meet any of these obligations can result in the dog being removed from Guardian(s) home and termination of the Guardianship agreement.***

The preceding paragraphs (6 pages) contain conditions established for the wellbeing of the dog and to uphold and maintain the reputation of quality that Royal Bernese Mountain Dogs LLC. has established. The Guardian(s)'s agreement will continue for the duration (Lease Period) of the Guardian(s) contract and the Breeder(s) will have the right to enforce the agreements.

I/we, the Guardian(s) of the said puppy/dog described on this 6 page document do hereby declare that I/we are 18 years of age or older and have read and do fully understand and agree with the terms of this contract. Please note: If you provide any false information, this contract is automatically null and void and the Guardian(s) Dog shall be returned to the Breeder(s).

**Guardian(s)'s** signature and date: \_\_\_\_\_ \_/ \_/ \_\_\_\_\_

**Guardian(s)'s** signature and date: \_\_\_\_\_ \_/ \_/ \_\_\_\_\_

**Breeder(s)'s** signature and date: \_\_\_\_\_ \_/ \_/ \_\_\_\_\_

**Breeder(s)'s** signature and date: \_\_\_\_\_ \_/ \_/ \_\_\_\_\_

*Thank you for being a Guardian..*

*We are so happy to have you be a part of our Guardian family.*