



EST. 2005
BARKSDALE
LABRADOODLES

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Guardianship Agreement (Male Dog)

Dear Guardian:

We at Barksdale Labradoodles are pleased that you are interested in becoming a Guardian for one of our Australian Labradoodles. In order to make your experience as enjoyable as possible, we wanted to write to help you understand your obligations as a Guardian and our obligations as the Breeder. **Please read this letter carefully, as it contains legally-binding provisions regarding our relationship together.** We are confident that you and your family will enjoy serving as Guardian of our dog and look forward to working together.

Ownership of Dog. Throughout this Agreement, we will refer to ourselves as the “Breeder,” and will refer to you as the “Guardian.” The dog subject to this Agreement is a Male Australian Labradoodle dog called _____ sired by _____. The dog’s color is _____, and its date of birth is _____. I.D. # _____ Microchip _____. While we will transfer physical possession of the dog to you, ownership and all associated rights to the dog shall remain with the Breeder until such time as the Breeder shall transfer those rights to the Guardian. Semen from a male dog shall be the sole and separate property of the Breeder and the Guardian shall have no ownership interest to any use of the semen.

Possession. After the Guardian has agreed to the terms of this Agreement, we, the Breeder, will transfer possession of the dog to the Guardian, who is to retain possession of, provide physical care to, and provide supervision of the dog as explained below.

Guardian’s Obligations. As Guardian, you will have the following obligations during the terms of this agreement:

- a. Safely confine the dog using a traditional fence and restrain the dog by using a leash whenever outside of the home or yard. Should Guardian feel unequipped to protect the dog, Breeder may request that the dog be delivered to them for safekeeping;
- b. To train the dog to sleep in a crate and to utilize the crate for a minimum of the first six months;
- c. Provide adequate exercise for the dog on a daily basis;
- d. Provide basic obedience training for the dog and proof of the completion of any courses thereof to the Breeder;
- e. Follow Breeder’s dietary guidelines and pay all costs and expenses associated with feeding the dog. The Guardian must consult with Breeder before any change in diet or supplement be implemented;
- f. Pay for veterinary appointments for well visits that include annual inoculations, rabies vaccine, and quarterly fecal tests. Guardian shall also pay for monthly flea, tick and heartworm medications, which are to be approved by Breeder. Guardian must immediately provide Breeder the dates of treatment for Breeder’s records. Guardian shall regularly include the Breeder in communications with the veterinarian and to authorize the veterinarian to release all veterinary records to the Breeder upon request of the Breeder;
- g. Consult with Breeder at the first sign of illness or at time of injury and pay for any veterinary visits due to illness or injury while in Guardian’s care;
- h. Use only the services of the veterinarian selected or approved by Breeder unless an emergency situation dictates otherwise;

- i. Deliver possession of the dog to Breeder upon Breeder's request for breeding purposes and/or semen collection;
- j. Notify Breeder of scheduled vacations or other absences from the area that may coincide with breeding times and to schedule and pay for Breeder approved boarding expenses if Breeder is unable to care for dog while Guardian is out of town;
- k. Maintain a general liability insurance policy insuring Guardian and Breeder, as an additional insured, against all damage to property and all injury or death to individuals allegedly caused by the dog. The limit of liability of such policy shall be a minimum of Five Hundred Thousand Dollars (\$500,000.00);
- l. Maintain the dog's appearance to the standard of the "Professional Groomer's Guide" as furnished by the Breeder;
- m. Maintain a principal place of residence within an agreed upon distance of Simpson County, Mississippi, and provide Breeder with Guardian's address, telephone number and email address; and
- n. Keep the pedigree name of the dog unless authorized in writing by Breeder.

Breeder's Obligations. As Breeder, we will have the following obligations during the term of this Agreement:

- a. Provide Guardian with instructions concerning dietary guidelines and for providing preventative health care for the dog;
- b. Designate the name of the veterinarian selected by Breeder to provide veterinary care to the dog;
- c. Provide approximate dates in advance to Guardian regarding breeding and/or semen collection;
- d. When time for breeding or collecting semen approaches, take possession of the dog from Guardian until the process is completed (after which, the dog will be returned to the possession of Guardian);
- e. To reimburse the Guardian the amount of \$35.00 each time a male dog is brought by the Guardian for breeding or collecting semen that resides more than 25 miles outside of Simpson County, MS, unless picked up by a member of the Barksdale Team;
- f. May visit the residence of Guardian at least two times each calendar year at prearranged time, while reserving the right to make one unscheduled visit in each year, not including the initial inspection of home;
- g. Breeder will provide Trupanion Health Insurance on the dog until the dog retires and ownership is transferred to Guardian. The Guardian will then be given the option to continue coverage on the same policy at the Guardians expense. No independent policies will be allowed while the dog is owned by Barksdale. Only Trupanion is acceptable and only under our registration. This will cover any emergencies that may happen while dog is in possession of both the breeder and guardian;
- h. Barksdale will name the dog before placing with the Guardian. The Guardian must use the name provided by Barksdale unless authorized beforehand.

Removal. The Breeder may remove the dog from the Guardian's possession for noncompliance with the terms of this Agreement, at which time this Agreement is to terminate. The Breeder agrees to consult with Guardian before permanently removing the dog, unless, in the judgment of the Breeder, the dog must be immediately removed in order to protect its health, welfare, and/or safety. If the dog does not need to be immediately removed from Guardian's possession, Breeder will give Guardian a reasonable amount of time to comply with Breeder's requirements for maintaining the dog's health, welfare and safety.

Death of Dog. Should the dog die while in the Guardian's possession, except as provided below, this Agreement shall terminate and neither party shall have any further obligation to the other. Should the dog die while in the Breeder's possession, this Agreement shall terminate and neither party shall have any further obligation to the other, provided, however, that should a female dog die during delivery, Breeder shall give to Guardian, at no cost to Guardian, a spayed or neutered puppy born of that litter if any puppies are born alive and survive for eight weeks.

Transfer of Ownership. When Breeder, in its sole and absolute discretion, determines that the dog shall no longer be used for breeding purposes, Breeder shall transfer ownership of the dog to Guardian at no cost or expense to Guardian. At that point, this Agreement shall terminate. Under this Agreement, the Breeder has rights to utilize the dog for breeding purposes and/or semen collection for a period of six years. Should Breeder wish to utilize the dog for more than six years, a separate agreement will be entered into with Guardian's consent. Breeder may, at its sole option and expense, neuter the dog prior to transferring ownership to Guardian.

If, within three years of the date of this Agreement, Breeder determines that the dog is unable to be utilized for breeding purposes, Breeder shall transfer ownership to Guardian and this Agreement shall terminate. Breeder's obligation to transfer ownership to Guardian in this situation shall be based upon the condition of Guardian paying all costs to have the dog spayed or neutered and upon Guardian paying Breeder \$_1.00_. Should Guardian refuse to pay such costs, Guardian shall immediately return possession of the dog to Breeder.

During the term of this Agreement, Guardian may permanently return the dog to Breeder for any reason, at which time this Agreement shall terminate.

Payments to Breeder. Guardian agrees to pay the Breeder a minimum of \$_15,000.00_, the dog's fair market value, should any of the following events occur:

- a. The Guardian, without Breeder's consent, has the dog spayed or neutered, or is discovered to have allowed a dog to breed without Breeder's consent;
- b. The Guardian intentionally causes injury to the dog that prevents the dog from breeding or causes the dog's death; or
- c. The Guardian absconds with the dog, fails to advise Breeder of any change in Guardian's 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.

Assignment. This Agreement is between the Guardian and Breeder as identified in this Agreement, and cannot be assigned or otherwise transferred in whole or in part without Breeder's permission.

This Agreement shall be governed by and construed in accordance with the laws of the state of Mississippi.

By signing below, you are stating that you have read and understood the terms of this agreement, and that you understand those terms to be legally-binding. The parties each consent to personal and subject matter pursuant to the laws of the state of Mississippi and that this has been discussed by and agreed to by both Guardian and Breeder. All legal fees and court costs necessary to enforce this consent will be the obligation of the Guardian including all those incurred by the Breeder. Should any part of the contract be found to be illegal or invalid or unenforceable in a court of law in the state of Mississippi, the entirety of this contract is to remain valid and enforceable. Thank you again for your interest in serving as Guardian to one of our dogs, and we look forward to a long and happy relationship of working together.

Sincerely,
BARKSDALE LABRADOODLES, LLC

DATE: _____ BY: _____

I, the undersigned, have read and understand the provisions of this Agreement, and agree to be bound by same.

DATE: _____ BY: _____

SIGNATURE

ADDRESS:

PHONE:

EMAIL:
