



# LOYAL SHEEPADOODLES

EST 2016

## Guardian Home Contract

This Guardian Home Contract ("Contract") is entered into between **Loyal Sheepadoodles** ("Breeder") and the undersigned **Guardian**.

**Guardian Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

The Breeder operates a small, ethical Sheepadoodle breeding program and has established a Guardian Home Program that allows select breeding dogs to live in loving homes while fulfilling the breeding portion of their career. The Guardian seeks to provide a permanent home for the Guardian Dog while supporting the Breeder's program.

### Program Philosophy

Loyal Sheepadoodles' Guardian Program is designed so that our breeding dogs can live as beloved family companions while also contributing to our small, ethical breeding program. This Contract is meant to protect the dog, the Breeder, and the Guardian by clearly outlining expectations and responsibilities. The Breeder is committed to open, honest communication and will do their best to support the Guardian in caring for the dog and meeting the terms of this Contract. The Guardian agrees to work in partnership with the Breeder and understands that **the Breeder is responsible for determining what is in the best interest of the Guardian Dog and Loyal Sheepadoodles' breeding program**, and agrees to follow the Breeder's guidance and decisions in these matters.

### 1. THE GUARDIAN DOG

The Breeder agrees to place one (1) female dog ("Guardian Dog") into the Guardian's care under the terms of this Contract.

**Dog's Name:** \_\_\_\_\_

**Dog's Breed:** \_\_\_\_\_

**Dog's Color/Markings:** \_\_\_\_\_

**Birthdate:** \_\_\_\_\_

**Microchip (if applicable):** \_\_\_\_\_

The Guardian Dog remains the sole property of the Breeder until retired from the breeding program and officially transferred as described in Section 9.

### 2. TERM OF AGREEMENT

**2.1** This Contract takes effect on the Effective Date and continues until the Guardian Dog is retired from breeding, spayed, and officially transferred to the Guardian as described in Section 9, or until this Contract is earlier terminated in accordance with Sections 7 or 8.

**2.2** The typical breeding career for a female Guardian Dog is **no more than four (4) litters**, with timing and number of litters at the Breeder's discretion based on the dog's health and welfare.

### **3. BREEDER RESPONSIBILITIES**

The Breeder agrees to:

**3.1** Retain full ownership of the Guardian Dog until retirement and transfer under Section 9.

**3.2** Select appropriate mates, plan all breedings, and manage all aspects of the breeding program.

**3.3** Pay for all **reproductive and breeding-related veterinary expenses**, including but not limited to:

- Progesterone testing
- Fertility-related exams
- Pregnancy confirmation and related ultrasounds/x-rays
- Whelping-related veterinary care

**3.4** Pay for the **spay surgery** at the end of the Guardian Dog's breeding career, at a veterinarian of the Breeder's choice (or mutually agreed upon).

**3.5** Provide guidance on:

- Nutrition, grooming, and exercise
- Training and behaviour expectations
- Heat cycle monitoring and reproductive management

**3.6** Arrange and pay for professional health testing required for breeding (for example, DNA/genetic testing, OFA hips and elbows), unless otherwise agreed in writing.

**3.7** Communicate clearly and in a timely manner regarding:

- Planned breedings
- When the dog needs to be made available
- Any changes in program decisions related to the Guardian Dog.

### **4. GUARDIAN RESPONSIBILITIES**

The Guardian agrees to provide day-to-day care, a safe home, and responsible management of the Guardian Dog.

#### **4.1 General Care**

The Guardian agrees to:

- a. Provide the Guardian Dog with a safe, loving indoor home as a family companion.
- b. Provide high-quality food, fresh water, appropriate exercise, and mental stimulation.
- c. Maintain a secure environment (fenced yard or other secure setup approved by the Breeder) to prevent escape or accidental breeding.
- d. Ensure the dog is not allowed to roam freely or run off-leash in unsafe or uncontrolled areas.

## 4.2 Veterinary Care (Routine)

The Guardian agrees to:

a. Pay for **all routine veterinary care**, including:

- Annual wellness exams
- Core and recommended vaccinations
- Parasite prevention (fleas, ticks, heartworm, worms)
- Non-reproductive illness or injury

b. Seek veterinary care promptly if the dog is ill, injured, or in distress, and notify the Breeder of any significant health concerns.

## 4.3 Grooming

The Guardian agrees to:

a. Maintain regular grooming appropriate for a Sheepadoodle, including coat brushing, professional grooming, nail trimming, and ear care.

b. Prevent matting, overgrown nails, and other grooming-related welfare issues.

c. Follow any reasonable grooming recommendations from the Breeder.

## 4.4 Basic Training and Manners

The Guardian agrees to:

a. Provide **basic potty training and behaviour training**, including crate training, leash manners, and basic obedience commands (for example: sit, stay, recall).

b. Address behavioural concerns promptly and seek guidance from the Breeder and/or a qualified trainer when needed.

c. Ensure the dog is properly socialized with people, environments, and other dogs in a safe and controlled manner.

## 4.5 Reproductive Management & Heat Cycles

The Guardian agrees to:

a. **Not spay** the Guardian Dog unless expressly directed in writing by the Breeder.

b. Monitor the dog closely for signs of her first and subsequent heat cycles.

c. **Notify the Breeder immediately at the first sign of heat** (for example: swelling, discharge, behaviour changes).

d. Keep the Guardian Dog away from all intact male dogs (other than those designated by the Breeder) during heat and for the entire fertile period as directed by the Breeder.

e. Follow all instructions from the Breeder on:

- When and how to bring the dog for progesterone testing
- When the dog must be made available for breeding
- Any temporary housing arrangements with the Breeder around breeding and whelping.

## 4.6 Travel and Activity During Pregnancy

The Guardian agrees to:

a. Obtain the Breeder's approval for any long-distance travel with the Guardian Dog during pregnancy.

b. Not allow the dog to travel by airplane while pregnant.

c. Avoid boarding facilities, dog parks, and high-risk environments with unknown dogs and disease exposure in the weeks leading up to whelping, as directed by the Breeder.

## 4.7 Communication

The Guardian agrees to maintain **regular, responsive communication** with the Breeder regarding:

- a. Heat cycles and any unusual reproductive signs.
- b. Illness, injury, or behavioural changes.
- c. Planned travel or temporary care arrangements.
- d. Any change in contact details (address, phone, email).

## 4.8 Temporary Care

When the Guardian is away:

- a. The Guardian may arrange responsible temporary care with **trusted family members or close friends**, or may bring the dog to the Breeder in Wingham, Ontario.
- b. All temporary caregivers must be adults who understand the dog's needs and agree to follow the Breeder's care guidelines.
- c. The Guardian must notify the Breeder **in advance** of any temporary care arrangements and provide the temporary caregiver's:
  - Full name
  - Phone number
  - Locationso that the Breeder and temporary caregiver can communicate directly if needed.
- d. The Guardian remains fully responsible for the dog's welfare and for any negligence or accidents that occur during temporary care.

## 5. REPRODUCTIVE SAFETY & BREEDING USE

**5.1** The Guardian understands that the Guardian Dog will be used in the Breeder's program as a breeding female under this Contract.

**5.2** The Breeder will determine:

- When the dog is to be bred (which heats, up to a maximum of four litters)
- The appropriate stud
- Timing and methods of breeding (for example, natural breeding or artificial insemination)

**5.3** The Guardian agrees to make the dog reasonably available for:

- Progesterone testing
- Breeding appointments
- Pre-whelping veterinary visits
- Transport to and from the Breeder for whelping and puppy-rearing, if required

### 5.4 Accidental or Unapproved Breeding

If an unapproved breeding occurs—intentional or accidental—the Guardian is fully responsible and **may be considered in breach of this Contract under Section 7**. The Guardian must immediately notify the Breeder if there is any possibility the dog has been bred without authorization.

## 6. VETERINARY CARE & EXPENSES

### 6.1 Breeder-Paid Expenses

The Breeder pays for veterinary care that is **directly related to breeding** the Guardian Dog. This

includes:

- Fertility and progesterone testing
- Pregnancy confirmation (ultrasound, x-ray as required)
- Whelping-related veterinary care
- DNA/genetic testing for breeding purposes
- OFA hips and elbows
- Spay surgery at retirement, at a veterinarian chosen by the Breeder (or mutually agreed upon)

## **6.2 Guardian-Paid Expenses (All Other Health Care)**

The Guardian is responsible for **all other veterinary expenses**, including but not limited to:

- Annual wellness exams and routine check-ups
- Core and recommended vaccinations
- Parasite prevention (fleas, ticks, heartworm, worms)
- Day-to-day illness or injury
- Emergency care arising from accidents, injury, or the Guardian's failure to follow this Contract

The Guardian understands that **the Breeder is not responsible for general medical costs or for any illness, injury, or condition**, unless the Breeder has clearly agreed in writing to pay for a specific expense in advance.

## **6.3 Concerns About Genetic or Hereditary Conditions**

If a veterinarian or the Guardian has **any concern** that a health issue might be **genetic or hereditary** while this Contract is in effect:

- a. The Guardian and/or attending veterinarian must **promptly contact the Breeder** and provide copies of all relevant veterinary records, test results, and recommendations.
- b. The Guardian and their veterinarian must **not diagnose or treat the condition as "genetic" for the purpose of expecting payment from the Breeder.**
- c. The Breeder may choose to obtain a **second opinion** or further evaluation from a veterinarian selected by the Breeder.
- d. The **Breeder will decide how to move forward**, including whether to authorize additional testing, treatment, or changes to the dog's breeding status (for example, early retirement).
- e. Unless the Breeder has agreed **in writing and in advance** to cover a specific procedure or expense, **all veterinary costs remain the Guardian's responsibility**, even if the underlying condition is suspected or later confirmed to be genetic or hereditary.

For clarity: if a possible genetic problem comes up, the Guardian pauses, contacts the Breeder, allows the Breeder to obtain a second opinion, and follows the Breeder's plan for any non-emergency testing or treatment. **This does not prevent the Guardian from seeking immediate emergency veterinary care to stabilize or relieve the dog's suffering; however, such emergency care remains at the Guardian's expense.**

## **6.4 Accidental Death (Non-Negligent)**

If the Guardian Dog dies through no fault of the Guardian (for example, a sudden medical event not linked to negligence), the Guardian will not be held financially responsible, provided:

- The Guardian promptly notifies the Breeder; and
- Appropriate veterinary documentation is supplied if reasonably requested by the Breeder.

## 7. UNAUTHORIZED BREEDING, NEGLIGENCE & UNAUTHORIZED TRANSFER

The following serious events constitute a **material breach** of this Contract and cause significant financial loss to the Breeder's breeding program:

1. **Unauthorized breeding** (intentional or accidental) of the Guardian Dog.
2. **Failure to report heat cycles or reproductive details** as required in this Contract.
3. **Death of the dog due to negligence or preventable harm**, including but not limited to:
  - Failure to provide appropriate supervision, shelter, or security
  - Failure to seek veterinary care when clearly needed
4. **Sale, rehoming, or transfer of the Guardian Dog** to any third party without the Breeder's prior written consent.
5. **Persistent non-communication** by the Guardian, defined as the Guardian's failure to maintain communication with the Breeder regarding the dog's welfare or reproductive status, including failing to respond to multiple reasonable contact attempts by phone, text, or email for a period of thirty (30) days or more.

If any of the above events occur:

- a. This Contract **may be terminated** by the Breeder.
- b. The dog **may be required to be returned** to the Breeder's care, at the Breeder's discretion.
- c. The Guardian must pay a reimbursement fee of **\$3,000** to the Breeder as **liquidated damages (not as a penalty)**, reflecting the value of the breeding prospect and the Breeder's lost breeding opportunities and expenses.
- d. Payment is due within **thirty (30) days** of written notice from the Breeder.

The Guardian is financially responsible for injuries or harm resulting from negligence, failure to follow this Contract, or accidental breeding, as described in this Section.

## 8. RETURN / REMOVAL OF DOG

**8.1** The Breeder's first priority is to work with the Guardian to support success in this program. However, the Breeder may reclaim the Guardian Dog and terminate this Contract if:

- The Guardian seriously or repeatedly violates the terms of this Contract.
- The Guardian fails to provide safe and appropriate care (including adequate shelter, nutrition, exercise, and supervision).
- The Guardian neglects required grooming or routine veterinary care.
- The environment is unsafe or the dog is intentionally harmed.
- Any of the events described in **Section 7** occur.

**8.2** Except in (a) emergency situations involving immediate risk to the dog, or (b) any of the events described in **Section 7**, the Breeder will provide written notice of concerns and a reasonable opportunity (for example, fourteen (14) days) for the Guardian to correct the issue.

**8.3** If the **Guardian can no longer keep the dog for any reason** (including changes in location, work, or personal circumstances), the Guardian agrees to **contact the Breeder first**. The dog **must be returned to the Breeder**, and the Guardian shall not sell, give away, surrender, or rehome the dog to any other person, family, or organization.

**8.4** If the dog is reclaimed or returned to the Breeder under this Section:

- No purchase price or other financial compensation will be owed to the Guardian.
- Once the dog is returned, the Guardian will be released from any future obligations under this Contract (except any outstanding sums due under Section 7).

## **9. RETIREMENT & TRANSFER OF OWNERSHIP**

**9.1** Once the Guardian Dog has completed her breeding career (typically no more than four litters, or sooner at the Breeder's discretion), the Breeder will schedule a **spay surgery at the Breeder's expense**.

**9.2** After successful spay and recovery, and provided the Guardian has substantially complied with this Contract, the Breeder will execute a transfer of ownership, and the Guardian Dog will become the sole property of the Guardian.

**9.3** Upon transfer of ownership, this Contract terminates except for any provisions that are expressly stated to survive termination (such as dispute resolution or governing law).

## **10. GENERAL PROVISIONS**

### **10.1 Entire Agreement**

This Contract represents the entire agreement between the parties regarding the Guardian Dog and supersedes all prior discussions, understandings, or agreements, whether written or oral.

### **10.2 Amendments**

Any amendments or modifications to this Contract must be in writing and signed by both the Breeder and the Guardian.

### **10.3 No Sale While Under Contract**

Except as expressly permitted in this Contract, the Guardian may not sell, rehome, transfer, or otherwise dispose of the Guardian Dog while this Contract is in effect.

### **10.4 Binding Effect**

This Contract is binding upon and inures to the benefit of the parties and their respective heirs, legal representatives, successors, and permitted assigns.

### **10.5 Governing Law**

This Contract is governed by the laws of the Province of Ontario and the applicable laws of Canada.

### **10.6 Dispute Resolution / Legal Fees**

If a dispute arises out of or relates to this Contract, the parties agree to make good-faith efforts to resolve it amicably. If legal action is required, the prevailing party may recover reasonable legal fees and costs from

the other party.

## **SIGNATURES**

By signing below, both parties acknowledge that they have read, understood, and agree to all terms of this Guardian Home Contract and will work together in the best interests of the Guardian Dog and Loyal Sheepadoodles' breeding program.

**Effective Date:** \_\_\_\_\_

**Guardian Printed Name:** \_\_\_\_\_

**Guardian Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Breeder Printed Name (Loyal Sheepadoodles):** \_\_\_\_\_

**Breeder Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_