



## Guardian Contract

BREEDER: Jess Leiper

ADDRESS: 740 Coulston Rd, Boya WA 6056

PHONE: 0430 275 032

EMAIL: jessmleiper@gmail.com

CARER:

ADDRESS:

PHONE:

EMAIL:

Definitions used herein include:

"Breeder" shall be defined as *Jess Leiper*

"Carer" shall be defined as

"Puppy" shall be defined as *Labracadabra*

Guardian Home shall be understood to mean that the PUPPY is owned and the property of BREEDER. CARER understands and agrees that PUPPY is the property of BREEDER until the fulfilment of the below contact and requirements.

A Guardian Home Bernedoodle, with the registered name of:

Tattoo/Microchip:

DOB:

Sire:

Dam:

The GUARDIAN Home PUPPY described above has a deposit for the total sum of \$1500. Deposit payment to be made in full before PUPPY leaves the BREEDER.

The intent for both BREEDER and CARER is that PUPPY be fully health tested within the first 15 months. In the case the puppy passes the health tests PUPPY will be accepted into the Labracadabra Breeding Program.

The deposit payment is utilised to pay for 24 months pet insurance for PUPPY with Knose Pet Insurance.

If the BREEDER and CARER decide to have a third litter with PUPPY a puppy or the price of a puppy will be given to the GUARDIAN. It is understood by the BREEDER and the CARER that until PUPPY is de-sexed by BREEDER, as agreed at the BREEDERS expense, that the PUPPY is considered valued at the current breeding prospect value of \$12 000

### **HEALTH GUARANTEE**

1. BREEDER guarantees that PUPPY is in good health, as far as appears to the eye, and has received appropriate medical inoculations, worming and care. BREEDER will provide GUARDIAN HOME with documentation detailing treatment Puppy has received under BREEDER'S care, and any future care BREEDER feels is essential to PUPPY'S wellbeing.

### **GENETIC GUARANTEE**

1. BREEDER will have PUPPY microchipped so that identification and puppy recording certificates are easily matched.
2. BREEDER is responsible for the costs of all genetic testing that BREEDER chooses to do to insure that PUPPY is genetically sound to breed from.
3. Should BREEDER decide from the test results that PUPPY is not appropriate to breed from BREEDER will then sterilize PUPPY at BREEDERS expense. If BREEDER does not breed PUPPY then the puppy security deposit will not be refunded as the CARER will not need to make PUPPY available for breeding contract.
4. Should it be made known to the BREEDER by veterinary report, noting PUPPY's permanent identification number, within 3 months after ownership has been transferred to GUARDIAN, that PUPPY has a life inhibiting defect BREEDER will offer a replacement puppy at the current puppy price.

### **SOCIALIZATION**

1. CARER understands that the Bernedoodle is an intelligent dog that is slow to mature by nature. PUPPY will require early socialization and continued consistent training to keep PUPPY'S mind stimulated.

### **CARER HOME REQUIREMENTS**

1. BREEDER requires the breeding female to be breeding for 2 litters with a third litter as an option if BREEDER and CARER agree. With this being completed no later than 5 yrs of age to fulfil PUPPY's contract.

- a. CARER may not under any circumstance allow PUPPY to be bred to a dog that the BREEDER does not choose.
  - b. If CARER sterilizes PUPPY after BREEDER has done and paid for PUPPY's hip health testing without fulfilment of the contract BREEDER has the right to full payment of PUPPY's breeding price. If BREEDER chooses to sterilize PUPPY before BREEDER breeds PUPPY, it is ONLY the BREEDERS right to do so.
  - c. If CARER denies BREEDER access to PUPPY at BREEDER's absolute discretion for the required 2 litters, BREEDER has the right to request PUPPY be returned to BREEDER's possession immediately
  - d. Should CARER choose to break any of the above portions of this agreements CARER agrees to pay BREEDER the equivalent breeding price of PUPPY namely \$12000 within 14 days of BREEDER issuing a written letter of demand upon CARER.
  - e. BREEDER retains an absolute discretion to take physical possession of PUPPY when it is necessary for breeding and or collection of semen.
2. All routine feeding, upkeep, care, worming and veterinary expenses are the responsibility of the CARER. CARER has the right to take PUPPY to a veterinarian of their choosing. Any veterinary expenses related to the breeding of PUPPY are the responsibility of BREEDER.
  3. CARER agrees to keep PUPPY groomed and their coat well maintained.
  4. BREEDER asks that CARER keep BREEDER up to date with pictures, the development of PUPPY and/or any concerns CARER may have.
  5. BREEDER does not hold CARER responsible for accidental death or injury which renders PUPPY unable to fulfil PUPPY's breeding contract. CARER does not hold BREEDER responsible for accidental death or injury while in BREEDERS care.
  6. Should anytime during the contract CARER relocates, CARER agrees to notify BREEDER of PUPPY'S new address and contact details as soon as PUPPY's location changes.
  7. CARER agrees and understands that if CARER must relocate, that PUPPY is not to be relocated further than two hours (2hrs) drive from BREEDER. If BREEDER so chooses special consideration and arrangements may be made on a case to case basis for CARER to continue as the GUARDIAN HOME.
  8. CARER does not have the right to sell or transfer possession of PUPPY on to another party if CARER has, and continues to meet all requirements listed in this contract.
  9. Should CARER choose to break any of the above portions of this agreement, the BREEDER has the right to request that PUPPY be returned to BREEDER immediately or CARER may be liable to pay to BREEDER the breeding price of PUPPY.

BREEDER neither makes, nor implies any warranties or guarantees, express or implied, other than those written in the agreement including, without limitation, the warranties of merchantability and fitness. This document constitutes the entire agreement between the Breeder and Guardians with respect to this contract. The CARER's signature below indicates that he/she has read, agrees and does understand all the conditions of the Breeder Guardian Home Agreement and Contract. Any disputes, mediation or legal proceedings will be governed by the laws of Western Australia and will be held in the state of Western Australia. The undersigned agree to uphold all covenants of this Agreement as of this day

CARER Signature:

Printed Name:

BREEDER Signature:

Printed Name: