



**LKB Northwest LLC**  
**GUARDIAN FAMILY CONTRACT**

Date of Agreement: \_\_\_\_\_

Guardian Home Puppy/Dog Name: \_\_\_\_\_

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

Guardian Home Legal Name(s) ("Guardian") \_\_\_\_\_

Address: City: State: Zip: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

The intent of this Agreement is to provide Guardian with \_\_\_\_\_ ("Dog) at no purchase price in order for LK Bernedoodles ("Breeder") to use such Dog in its breeding program. If the Dog is a female, any puppies born to the female shall be the sole property of Breeder and the Guardian family shall have no ownership interest of possession rights to any such puppy. If the Dog is a male, all semen shall be the sole property of Breeder and the Guardian family shall have no ownership interest of possession rights to any use of semen. - remains the property of the Breeder for a period Ownership of this Dog, stated below:

Female: The later of a) four years or b) the completion of up to four litters, at Breeders sole discretion ("Term"). At the completion of the Term, ownership will transfer to Guardian and Dog will be spayed/neutered at Breeder's expense.

**Guardian has the responsibility to:**

1. Safely confine Dog by use of physical fence or leash.
2. Raise the Dog as an indoor dog, never to dwell outside. When left at home safely contain the Dog indoors.
3. Feed NutriSource Large Breed Puppy food up to age 6 months and Victor adult food after 6 months (food to be discussed with breeder). During pregnancy females need additional nutrients and shall be fed NutriSource Large Breed Puppy from 3 weeks until end of pregnancy. The amount of food will need to be increased as well and Breeder will coordinate with owner on amount.
4. Maintain kennel work. Dogs do not sleep in Guardians beds.
5. Maintain a short groom when coming to the ranch. We cannot maintain long coats.
6. All veterinary records (including vaccines) need to be sent to us for our files.

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7. Provide veterinary care, including but not limited to vaccinations, flea and worm prevention, and other care not related to breeding as well as the following:
  - a. Take Dog to veterinarian if requested by Breeder to confirm pregnancy or number of puppies - Breeder will reimburse Guardian (or pay directly to the vet) these costs.
  - b. In the event the Dog becomes injured or ill while in Guardian's care, Guardian shall contact breeder immediately and be responsible for both emergency and non emergency care required including follow up treatment Guardian decides they want to incur. However:
    - c. If an illness is determined to have been caused by any breeding or post-whelp complications, the Breeder will reimburse Guardian the cost of treatment the Breeder decides it wants to incur under the following conditions: Guardian must inform Breeder immediately (no later than 30 minutes after treatment is sought) of any veterinary care that is expected to exceed \$500, OR any amount of treatment is sought at an emergency clinic Guardian has kept Breeder informed prior to any tests being performed or of any changes in treatment protocol for the duration of the illness. Guardian has allowed Breeder to participate and communicate with the treating vet throughout the treatment process. Guardian has consulted with Breeder throughout the process and allowed Breeder to be involved in any decisions regarding treatment. This includes providing Breeder copies with all veterinary records involved in the treatment.
8. Coordinate Guardian getting Dog to breeder upon request within 48-hour notice for breeding purposes, testing, etc. This applies to both males and females.
9. Keep Dog well socialized with other dogs and people of all ages. VERY IMPORTANT
10. Maintain a collar and tag with both the Guardian and the Breeders phone number. (The name of the dog should not be on the tag)
11. Provide adequate exercise daily, not allowing dog to become overweight as decided by Breeder in order to protect hips from hip dysplasia.
12. Provide obedience training-I.E. Canine good citizen, or completion of therapy training program
13. Maintain Dog's physical appearance with grooming, brushing, de-matting, and will keep nails clipped and ears clean and plucked.
14. Guardian will provide Breeder with the name, address and telephone numbers for their veterinarian. Guardian will send Breeder copies of all exams and vet records within 48 hours if requested.
15. Guardian may return the Dog to Breeder at any time, for any reason during the Term and the Guardianship Agreement will be terminated.

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16. Females:

- a. Transport female to Breeder one week prior to whelping, the girl will come to my home for delivery and care of her pups. Once the pups are weaned (approx. 6-8 weeks depending on female) the female can go back to her Guardian home.
- b. Contact Breeder immediately when female comes into heat and get to Breeder within 5 days of the first day of heat cycle. Communicate, cooperate and coordinate with the Breeder regarding testing, mating, whelping, and other breeding related activities. I
- c. Female will stay with Breeder 7-14 days during her heat cycle to be bred. C. Keep Dog away from intact males while in season.

17. Males:

- a. Transport male to Breeder within 48 hours of Breeder giving notice they need male at their facility.
- b. Dog will stay with Breeder 5-7 days for each female heat cycle. If there is more than one female in heat around the same time, Male will stay with Breeder until Breeder has bred each female in heat.

18. Liability: Prior to transfer of ownership from Breeder to Guardian (i.e. if any of the follow occurs before Term is expired) and upon the occurrence of any of the following events, Guardian agrees to pay Breeder the sum of \$20,000.00, which represents the fair market value of the Dog. Guardian shall pay the aforementioned to Breeder: If Guardian independently and without the expressed written consent of Breeder has the Dog spayed or neutered. In the event that something happens to the Dog while in the Guardians' care resulting in his or her death, and the death is found to have been caused by neglect on the part of the Guardian or due to violation of the terms and conditions set forth in the Agreement. If the Guardian absconds with the Dog, fails to advise Breeder of any change of address, or ceases communication with Breeder.

- If the Dog disappears during the Term.
- The Dog dies due to negligence on the part of the Guardian.

Negligence is defined as: (a) failure to responsibly contain or supervise the Dog; (b) leaving the Dog alone in a vehicle if the outdoor temperature is over 65 degrees; (c) failure to prevent the Dog from having access to toxic materials. If the Dog dies due to accident beyond the control of Guardian, the Guardian does not owe payment to the Breeder. If the Dog dies due to non-treatable or genetic health issue, the Guardian will not be held responsible in any way. If Guardian allows Dog to be bred without written consent of Breeder, Guardian will owe Breeder \$3500 for every puppy produced in the litter. Any legal costs incurred to collect his payment will be paid by Guardian. If at any time that this Breeder finds non-compliance with this Section, Contract terminates and possession of the Dog shall immediately return to Breeder.

19. INDEMNIFICATION: GUARDIAN AGREES TO INDEMNIFY, DEFEND 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 POSSESSION OF THE GUARDIAN.

Initial:

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20. No Financial Responsibility: The Breeder assumes no financial responsibility except as noted above once the Dog has left its custody. Guardian hereby agrees that failure to honor all conditions of this contract can result in the Breeder reclaiming the Dog without compensation to Guardian.

21. Breeder Responsibility: • Provide Guardian with a healthy puppy/dog to the best of Breeder's knowledge. Pay all veterinarian costs pertaining to reproduction, including all health testing performed (i.e. hip testing, elbow testing, pregnancy X-rays). Pay for spaying at the completion of contract or when Breeder deems the Dog to not be needed for breeding. • Provide Dog care support when needed while Dog is in breeding program. This includes boarding while Guardian is out of town if there is availability at Breeders facility

22. Termination of Agreement: This Agreement shall terminate upon the occurrence of any of the following: • Immediately, upon the transfer of ownership of the Dog to the Guardian family. Immediately, upon Breeder's determination that Guardian is non-compliant with the terms of this Agreement and such non-compliance poses significant risk to the health, welfare and safety of the Dog, at which time possession returns to the Breeder. With reasonable notice to Guardian, upon Breeder's determination that the Guardian is non-compliant with the terms of this Agreement and such non-compliance does not pose significant risk to the health, welfare and safety of the Dog and is not cured within a reasonable amount of time. • Immediately, upon the death of the Dog from natural or accidental causes. • Immediately, upon Guardian's permanent return of the Dog to Breeder for any reason.

23. Any legal expenses or other fees incurred by Breeder to enforce any part of this contract shall be sole responsibility of the Guardian and recoverable in the event that Breeder is forced to take legal action to enforce any part of this Agreement.

In addition to above, the Guardian agrees to host and maintain an Instagram Page with no less than 4 posts per month. Guardian shall provide Breeder with name of Instagram Page and will continually follow LK Bernedoodles.

I agree that I have read and understand all the obligations and responsibilities set forth in this Agreement. My signature below represents acceptance of all the terms set forth in this contract.

Breeder: Lindsay Kate Burch  
Or Representative

\_\_\_\_\_  
Sign

\_\_\_\_\_  
Date

Guardian:

\_\_\_\_\_  
Print

\_\_\_\_\_  
Sign

\_\_\_\_\_  
Date

Initial:

Date: