



GUARDIAN/BAILMENT CONTRACT

This agreement, effective _____ between **Danielle & Rusty Manire** (“Breeders”) and _____ (“Guardians”).

Guardian Home contact information:

Name _____

Address _____

Phone Numbers home _____ cell _____

Email Address _____

Breeders are in the business of breeding Bordoodle dogs and would like to place a dog owned by the Breeders with the Guardians. The Guardians agree to provide physical, loving care and to provide supervision of the dog as stated in this agreement. Both parties (Breeders and Guardians) agree to be legally bound by the following agreement:

The dog subject to this Agreement is a named:

The dog’s color is:

Date of birth:





Ownership shall remain with the Breeders until the time when the Breeders shall, by written evidence, transfer ownership of the dog to the Guardians. Likewise, any semen from the male dog shall be the sole and separate property of the Breeders and the Guardians shall have no ownership or possession rights to any use of the semen. The purchasers are “Guardians” to said dog and are authorized to have microchip, vet records, licensing and I.D tag in their name. They, as “guardians” will make decisions for the dog regarding grooming, medical care/treatment and all things regarding his best interest as long as they remain within the guidelines of breeders. Upon completion of this Agreement, Breeders shall transfer possession of the dog to Guardians where they will become the owners of the dog. Guardians shall retain possession of the dog and shall provide physical care to and supervision of the dog subject to the conditions of this Agreement.

Breeders Responsibilities During the time the Guardians have possession of the dog the Breeders shall provide the Guardians:

1. Instruction and direction on what dog food, supplements and treats they will feed.
2. May visit the residence of Guardian up to four (4) times in each calendar year at prearranged times if they wish. One unannounced visit may occur in each year.
3. Agree on a personal Veterinarian for guardians to use locally for all medical care not related to breeding.
4. Training on recognizing when a female comes into heat (in season) and approximate dates when to expect this.
5. Notice to deliver male dog for semen collection or breeding (minimum 24 hours notice)
6. Information on what to expect and how to care for a pregnant female.
7. Pay for all veterinary expenses as related to breed-related costs. (Hip/Elbow testing through Pennhip/OFA, CERF/CAER, DNA testing, progesterone testing, semen evaluation.)
8. If the dog is female, Breeder will take possession of the dog at the appropriate time for breeding (as deemed by the breeders and the dog will remain with the Breeder one hour to 7 days, then will be released to the Guardians. The Breeder will take possession of the female dog prior to her due date and she will remain with the Breeder until her puppies are whelped and weaned.
9. If the dog is male, Breeder will take possession of the dog at the appropriate time for breeding, photos evaluation etc, for the duration needed as judged by the breeders.





Guardian's Responsibilities

During the time the Guardians have possession of the dog, the Guardians shall:

1. Safely confine the dog by using a traditional fence, restraining the dog by using a leash whenever outside of the Guardians home or yard, especially during a female dog's heat cycle and at all times with a male.
Notwithstanding the above, once the dog has been trained to respond to voice commands off leash with a consistent recall, exercise off leash will be permitted. A female may not be left outside in the yard of a Guardian home, or any home, during her heat cycle. At this time a female may be left inside the home and away from any intact dogs, or inside a secure crate.
2. Provide adequate exercise for the dog on a daily basis.
3. Select one of the Guardian dog Training packages with At Your Service Dogs, pay for said Package within 24 hours of signing this contract and pursue the training as outlined in the package.
4. Pay for additional training if needed as deemed by the trainer chosen by breeders to achieve a dependable recall, sit, come, basic stay, basic house manners, reasonable confidence, loose leash walking and social skills.
5. Purchase Life's Abundance and/or Paw Tree dog food through a link provided by breeders. Breeders will select which formula the dog is on. Guardians must feed Life's Abundance and/or PawTree dog food unless otherwise approved by breeders. Breeders may require an alternative food at any time.
6. Provide vet care as needed, including regular vaccinations and rabies vaccine at Guardian's expense. Administer and pay for whichever flea control breeder states. Guardian must immediately provide Breeder the dates of treatments & any vet care for Breeders own records.
7. Consult with Breeders at the first sign of illness or at time of injury and pay for any veterinary visits due to illness or injury while in the Guardian's care. This includes severe diarrhea, loss of appetite, vomiting, etc. and pay for any veterinary visits due to illness or injury while in Guardian's care.
8. Use only the services of the veterinarians selected or approved by Breeders, unless an emergency situation dictates otherwise.
9. Deliver dog to Breeder or meet Breeder upon request with 24 hour notice for breeding purposes, testing, or any other reason the breeders may need the dog.





10. Notify Breeder of scheduled vacations or other absences which would warrant the dog needing other care. This care must meet the approval of the Breeders, and Breeders must be given the contact information of the caretaker during absence. Schedule and pay for boarding expenses that may be necessary if Breeder is unable to care for dog while Guardian is out of town. Guardian shall notify Breeder of Guardian vacations plans, if dog will be with Guardian family on vacation, and provide all contact information in the event dog is needed for breeding during vacation time. Breeders will choose the Boarding facility used.
11. Maintain a principal place of residence within an agreed upon distance and provide Breeders with Guardian's address, telephone number and email address.
12. License dog with county in which Guardian is living and keep license current as guardian's expense.
13. Keep dog well-groomed at all times. The dog will need regular brushing to help keep the coat from matting.
14. If the dog is female, deliver dog to Breeder before her due date. The dog will remain with the Breeder until her puppies are weaned. She will then be returned to Guardian. Breeder will decide how many litters the dog will have after seeing how she is as a mother and how she tolerates pregnancy, labor, and the weeks following delivery of her puppies.
15. If the dog is female and there is a problem with any pregnancy that permanently endangers the health of that dog, no future breeding will be required, the dog will be spayed as soon and medically appropriate, and ownership transferred to the Guardian.
16. Purchase NuVet Plus and Joint supplement through the link Oregon Bordoodles provides and keep their dog on this supplement during the entire duration of the breeding contract.
17. Purchase and keep their dog insured through an approved Pet insurance throughout the entire breeding contract.





Timeline

All male dogs in the program are expected to reproduce for approximately three years starting the date of their first breeding. A male may begin his breeding term as early as 10 months or as late as 18+ months.

All female dogs are under contract for up to five litters. Breeders may skip a cycle at any time, or choose to have less than 5 litters if they choose. If a litter is born with less than 2 puppies, an optional extra litter may be considered as long as the female is in excellent health physically and mentally.

Removal of Dog

Breeders may remove the dog from the possession of Guardian for non-compliance of terms of this agreement, at which time this Agreement shall terminate. Breeders agree to consult with Guardian before permanently removing the dog from Guardian's possession unless, in the judgment of the Breeders, the dog must be immediately removed from the possession of Guardian in order to protect the health, welfare and safety of the dog. If the dog does not need to be immediately removed from the Guardian's possession, Breeders shall give Guardian a reasonable amount of time to comply with Breeders requirements for maintaining the health, welfare or safety of the dog before permanently removing the dog.

Removal of Stud Dog

Breeders may immediately remove a stud dog from the Guardian home should the Guardians hire out the stud, or sell his semen, without specific written permission from Breeders. If this occurred, the Guardians would also pay the Breeders \$3,000 as a stud fee.

Death of Dog- Guardian's Possession

Should the dog die from natural or accidental causes, that are not considered negligence (non-compliance of using a leash or not keeping the yard fence in good repair and gate closed, etc) this Agreement shall terminate upon the happening of such occurrence and neither party shall have any further obligation to the other party.





Death of Dog- Breeder's Possession

Should the dog die from natural or accidental causes, that are not considered negligence (non-compliance of using a leash or not keeping the yard fence in good repair and gate closed) this Agreement shall terminate upon the happening of such occurrence and neither party shall have any further obligation to the other party. However, should a female dog die during whelping (delivery of puppies) Breeder shall give to Guardian, at no cost to Guardian. Puppy is subject to pre existing Sales Contract by Oregon Bordoodles.

Transfer of Ownership- Proven Breeder or Proven Sire

When Breeders, in the sole and absolute discretion of Breeders, determine that the dog, either a female or male, shall no longer be used for breeding purposes, Guardians will have the dog spayed / neutered and then breeders will transfer ownership of the dog to Guardian. Guardian will pay all costs associated with the spay/neuter.

Transfer of Ownership- Potential Breeder or Potential Sire

If, within three (3) years of the date of this Agreement, Breeders determine that the dog, either a potential breeder or potential sire, is unable to be utilized for breeding purposes, Guardian shall pay for the dog to be spayed/neutered and Breeder will transfer ownership of the dog to Guardian for no charge.

Return of Dog

During the term of this Agreement, Guardian may permanently return the dog to Breeders for any reason, at which time this Agreement shall terminate. No refund to Guardians will be given.

If Guardians cannot keep said dog, they must return him/her to Oregon Bordoodles with all Vet records, signed transfer of microchip, and supplies. No cash refund will be given to the Guardians. If dog is returned in such a condition that it no longer can be ethically bred, guardians will be responsible for financial compensation to Oregon Bordoodles in the amount spent including cost of dog, cost of genetic testing, pregnancy care, progesterone testing, semen evaluation, professional training if needed, grooming, photography and website input.





Immediate Payment to Breeders

IF, prior to transfer of ownership from Breeders to Guardians, the following occurrences happen, the Guardians agree to pay the Breeders the sum of \$40,000

1. Guardian, independently and without the expressed written consent of Breeders, has the dog spayed or neutered.
2. Guardian intentionally causes injury to the dog that prevents the dog from breeding or intentionally or out of negligence causes death of the dog.
3. Guardian absconds with the dog, fails to advise Breeders of any change in Guardian's address, or ceases communication with Breeders.
4. Guardians refuse to deliver or work with OBD on a compromise to deliver the dog to breeders at the time they request him/her to be dropped off. Guardians understand it is generally their responsibility to deliver dog to the home of the breeders but in rare (one or less in a 12 month period) situations, it is reasonable that Oregon Bordoodles may need to pick up the dog within a 90 minute radius of the OBD residence if guardians are unable to do so.

Non-Disparagement. The Guardian family agrees not to intentionally make, or intentionally cause any other Person to make, any public statement that is intended to criticize or disparage Oregon Bordoodles LLC, any of its affiliates, or any of their respective staff, managers or directors. The Guardian family agrees to not make any public statement that is intended to criticize or disparage Oregon Bordoodles, the owners, staff, or dogs. This shall not be construed to prohibit any person from responding publicly to incorrect public statements or from making truthful statements when required by law, subpoena, court order, or the like. If such an even occurs, a meeting between Oregon Bordoodles and said guardians will be held and if an agreement and constructive conversation cannot be achieved in the opinion of Oregon Bordoodles, the dog will be returned to OBD immediately and all medical records will be transferred to OBD.





Non-Transferable . This Agreement shall not be transferred to another Breeder or Guardian in whole or in part without prior agreement.

Notification and Correspondence. Notification and communication as required by the terms of this Agreement shall be deemed made, if made, via email or phone to the primary Breeder contacts, Danielle or Rusty Manire. If Breeders desire a change in the primary contact, Guardians will be notified in writing, signed by all Breeders, of the change in primary Breeder contact.

This contract is non-transferable to other parties, nor other puppies/dogs. In the event that the buyer breaks any part of this contract, the buyer must pay all fees associated enforcing this contract or repossessing the puppy/dog. There are no other implied, written, or verbal agreements other than those outlined in this contract. Should any dispute regarding this contract arise, the laws of the state of Oregon shall be controlling and any legal proceedings must take place at Buyers expense.

Agreed and Accepted, this ____ day of _____, 20__:

Guardian: _____ **Breeder:** _____

