

GUARDIANSHIP AGREEMENT FOR DOG OR PUPPY

THIS AGREEMENT is entered into as of the _____ day of _____, 202__, by and between **Katherine Coulter** with a mailing address of _____ hereinafter referred to as "Breeder" and _____, with a mailing address of _____ hereinafter referred to as "Guardian".

Upon payment of the sum of \$_____, paid by Guardian to Breeder (the "Purchase Price"), Breeder grants POSSESSION only of the following Dog (the "Puppy/Dog") to Guardian, subject to the Terms and Conditions set forth herein:

Name of Dog	
Breed	
Color	
Date of Birth	
Sex	
AKC Registration No. (if any)	
Microchip No. (if any)	
Sire Name & Registration No. (if any)	
Dam Name & Registration No. (if any)	
Genetic Testing (if any)	
Vaccine given (type, date & location)	

TERMS AND CONDITIONS

1. Ownership.

Ownership and all rights, title, and interest of the Puppy/Dog shall remain with Breeder until Breeder (at Breeder's sole discretion) transfers ownership of the Puppy/Dog to Guardian. Any puppies sired by Puppy/Dog shall be the sole and separate property of Breeder and Guardian shall have no ownership interest or right to possess any such puppies. Any semen from Puppy/Dog shall be the sole and separate property of Breeder and Guardian shall have no ownership interest or right to possess or use any of such semen. Guardian shall have POSSESSION ONLY of the Puppy/Dog.

2. Deposit and Payment of Purchase Price.

The full price to purchase possession of the Puppy/Dog is _____ and must be paid prior to or at date of Possession. All payments are to be in US Dollars and paid by cash, cashier's check, money order, PayPal or Venmo.

Ownership and all rights, title and interest of the Puppy/Dog shall remain with the Breeder even after this payment is received.

3. Possession Day.

Upon execution of this Agreement, Breeder shall transfer possession of the Puppy/Dog to Guardian on a date agreed to by Breeder and Guardian. Guardian shall retain possession of the Puppy/Dog and shall provide physical care and supervision of the Puppy/Dog subject to the terms and conditions of this Agreement.

Guardian must be present for the pick-up/delivery of the Puppy/Dog. A photo of the Puppy/Dog and Guardian will be taken on Possession Day.

Ownership and all rights, title and interest of the Puppy/Dog shall remain with the Breeder even after this transfer is made.

4. Delivery Fee.

Delivery fee is in addition to the Puppy/Dog purchase price. Delivery fees must be paid at the time of the contract is signed. Guardian may elect to (a) pick up the Puppy/Dog from Breeders or (b) have the Puppy/Dog delivered to Guardian's residence.

If the Guardian resides within 100 miles driving radius of the Breeder, Breeder will deliver the Puppy/Dog without any costs or fees. If the Guardian resides outside a 100-mile driving radius from the Breeder, the Guardian must bear the cost of transportation or meet the Breeder within the 100-mile radius at a location mutually agreeable to the Breeder and Guardian.

5. Breeder's Obligations

A. Dietary Guidelines.

Provide Guardian with dietary guidelines and instructions regarding preventative health care for the Puppy/Dog.

B. Designated Veterinarian.

With input from Guardian, designate the veterinarian who will provide veterinary care for the Puppy/Dog (the "Designated Veterinarian") and, solely for the purpose of facilitating such care, if required by veterinarian, add Guardian's name as Guardian Co-owner on the veterinarian records. Otherwise, the Guardian will be listed as Guardian on veterinarian records.

C. Breeding Possession/Semen Collection.

When it is time for breeding or semen collection, Breeder has the right to take possession of the Puppy/Dog from Guardian until the process is completed at which time the Puppy/Dog will be returned to Guardian's possession.

D. Visitation Rights.

Breeder has the right to a minimum of one visit at the Guardian's residence in each calendar year. Visits will be scheduled at times that are mutually agreed upon by Breeder and Guardian. Breeder has the right to request additional visiting times, which Guardian will agree to so long as Breeder provides advance notice of 48 hours and has a reasonable basis for requesting such additional visits.

E. Breeding Expenses.

Breeder agrees to pay all expenses incurred for the purpose of the Breeding at the time in which they are incurred, including, but not limited to, transportation of the Puppy/Dog from Guardian home to Breeder's home, DNA testing & all health clearance costs.

6. Guardian's Obligations.

A. Residence.

Guardian must, at all times maintain a primary residence at which the Puppy/Dog will be kept, that is the agreed upon residence between Breeder and Guardian. Guardian will promptly notify Breeder of any change in residence location and agrees to schedule a visit with breeder at new residence. Breeder has the right to take possession of the Puppy/Dog if the new residence is no longer an adequate space for the Puppy/Dog.

B. Proper Care.

Guardian will provide good and proper care of the Puppy/Dog. Such care includes providing adequate housing and protection from the elements, a safe (preferably fenced) exercise area, routine veterinary care and sufficient nutrition per Dietary Guidelines provided by Breeder. Guardian must consult Breeder and obtain

Breeder's approval before any change in diet or supplements are implemented. It is the Guardian's responsibility to pay all costs and expenses associated with feeding the Puppy/Dog.

C. Veterinary Care.

Guardian will also provide the following veterinary care: (i) routine vaccinations and/or titers to prevent common infectious diseases; (ii) routine treatment for internal and external parasites; and (iii) annual examination by the agreed upon licensed veterinarian. It is Guardian's responsibility to pay all costs and expenses associated with routine/preventative veterinary care for the Puppy/Dog.

Guardian agrees to promptly notify Breeder at the first sign of any illness or at time of any injury and pay for any veterinary visits due to such illness or injury while in Guardian's care.

Guardian agrees to only use the services of the Designated Veterinarian, unless otherwise approved by Breeder or an emergency situation requires Guardian to use the services of another veterinarian. Guardian must designate Breeder as the Puppy/Dog's legal owner in all records with the Designated Veterinarian (or other veterinarian) and ensure Breeder has complete access to all of the Puppy/Dog's medical information.

D. Dietary Guidelines and Prevention of Orthopedic Conditions.

Guardian agrees to provide proper nutrition by continuation of the Breeder recommended feeding program to support ideal growth and maintain optimum body condition:

Guardian will not overfeed the Puppy/Dog nor allow it to become overweight;

Proper daily exercise to maintain the Puppy/Dog in good condition, but no forced exercise (such as jogging) until the Puppy/Dog is full grown or the activity is approved by a licensed veterinarian; and

Avoidance of stress injuries, such as not allowing the Puppy/Dog to jump from or over heights taller than itself at the shoulder until the Puppy/Dog is full grown or the activity is approved by a licensed veterinarian.

E. Grooming.

Guardian agrees to provide grooming and basic coat care for the Puppy/Dog to ensure a healthy coat is maintained.

F. Insurance.

Guardian agrees to maintain accident/illness insurance coverage for the Puppy/Dog while in Guardian's care unless waived by Breeder in writing.

G. Re-homing.

Guardian shall notify Breeder immediately if the Puppy/Dog cannot be kept by Guardian.

7. Ongoing communications.

Guardian agrees to maintain contact with Breeder regarding the Puppy/Dog at least once each calendar year, and to reply as promptly as possible to inquiries about the Puppy/Dog from Breeder; (b) inform Breeder of any major change in the health of the Puppy/Dog throughout the Puppy/Dog's life, including, but not limited to, cancer, epilepsy, heart, eye or hearing conditions, allergies, bleeding disorders or autoimmune disease, and behavior problems particularly fear, anxiety or aggression. Guardian will, upon the natural or accidental death of the Puppy/Dog, promptly notify Breeder of the particulars of the animal's death.

8. Death of Dog in Guardian's Possession.

Guardian will, upon the natural or accidental death of the Puppy/Dog, promptly notify Breeder of the particulars of the animal's death. If the cause of death is unclear, Guardian agrees to necropsy the Puppy/Dog and provide the resulting report to the Breeder. If the death of the Puppy/Dog was due to natural causes, this Agreement shall immediately terminate and neither party shall have any further obligation to the other party. If the death of the Puppy/Dog was due to Guardian's negligence, Guardian will pay Breeder a sum of \$_____ within thirty (30) days of the dog's death. Payment shall be made in US Dollars.

9. Death of Dog in Breeder's Possession.

If the Puppy/Dog dies from natural, accidental, or other causes while in Breeder's possession, this Agreement shall immediately terminate and neither party shall have any further obligation to the other party.

10. Breeding Restriction.

The Puppy/Dog is being sold solely as a companion to Guardian. Breeding of the Puppy/Dog outside of the relationship with Breeder is expressly prohibited.

11. Indemnification.

Guardian releases Breeder from any and all liability, costs or damages caused by the Puppy/Dog after placement with Breeder, including but not limited to damage to or destruction of property, and injury to any person while Puppy/Dog is in Guardian's care or possession.

12. Transfer of Ownership.

When Breeder, in Breeder's sole and absolute discretion, determines that the Puppy/Dog shall no longer be used for breeding purposes, Breeder shall transfer ownership to Guardian at no cost to Guardian.

13. Spay/Neuter - Following Ownership Transfer of Puppy/Dog.

Spay/Neuter is a decision to be made solely by Breeder.

14. Unauthorized Breeding.

The Puppy/Dog is being sold solely as a companion to Guardian. Breeding of the Puppy/Dog outside of the Sire relationship with Breeder is expressly prohibited.

15. Sale Prohibition.

Guardian is not acting as an agent in the purchase of the Puppy/Dog. Guardian agrees neither the Puppy/Dog, nor any offspring of the Puppy/Dog, shall be used for purposes of vivisection or research. Guardian also agrees neither the Puppy/Dog, nor any progeny of the Puppy/Dog, shall be sold by or through any commercial broker or wholesale establishment, any chain store, catalog sales house or pet store.

16. Restrictions on Transfer.

If, at any time, Guardian is unable to keep or care for the Puppy/Dog (including upon Guardian's death or incapacity), the Puppy/Dog shall be returned to Breeder without any refunds or payments due to Guardian. Guardian is responsible for transporting the Puppy/Dog from the Guardian's premises to the Breeder's premises. If the Guardian is unable to provide transportation, Breeder's delivery service will pick up the Puppy/Dog for transport and the Guardian will be responsible for all transportation fees. Transportation fees will be due in full 48 hours prior to the scheduled Puppy/Dog pick up date.

17. Breach by Guardian.

Guardian's breach of any of the foregoing obligations shall result in Breeder's warranties set forth in this Contract being null and void.

18. Violations Payment to Breeder.

In addition to any other remedies that may be available to Breeder in an action in equity and/or at law, Guardian will be subject to, and hereby agrees to pay, as a penalty, the sum of _____ (the "Penalty Amount") for any of the following enumerated violations of this contract:

A. Guardian has the Puppy/Dog spayed or neutered without Breeder's express written consent;

B. Guardian acts intentionally or willfully and wantonly with reckless disregard for the dog's welfare that results in injury to the Puppy/Dog that prevents the Puppy/Dog from breeding or results in the Puppy/Dog's death;

C. Guardian absconds with the Puppy/Dog or ceases communication with Breeder; or *Guardian allows the Puppy/Dog to breed or be bred without Breeder's express written consent (each such occurrence shall subject Guardian to the Penalty Amount).

19. Remedy for Mistreatment.

If the Breeder believes the Puppy/Dog is not getting proper care and treatment, Breeder has the right to have the Puppy/Dog examined by a licensed veterinarian. If such veterinarian finds the Puppy/Dog to be a victim of ill-treatment, abuse or neglect, Breeder has the right to take full possession of the Puppy/Dog and all Breeder warranties herein shall become null and void. For the avoidance of doubt, if Breeder takes possession of the Puppy/Dog in accordance with this section, Guardian shall not be entitled to any refunds of any payments made to Breeder.

20. Inability to Fulfill Agreement.

Both parties acknowledge and agree that unforeseen circumstances may arise in which it becomes impossible for Guardian to uphold Guardian's future obligations under this Agreement. In such circumstances, Guardian must immediately notify Breeder and provide a detailed, written statement of the circumstances that render future performance impossible. Upon receipt of Guardian's written statement, Breeder shall have the right to take full possession of the Puppy/Dog. If Breeder does take possession of the Puppy/Dog pursuant to this section, Guardian will not be entitled to any compensation from Breeder nor be obligated for any future care of the Puppy/Dog but shall not be absolved or released from any past violations of this Agreement nor damages sustained by Breeder as a result thereof.

21. Governing Law / Forum for Dispute.

Breeder and Guardian hereto agrees that the courts of McMinn County, Tennessee, shall have exclusive jurisdiction to settle any dispute and/or controversy of whatsoever nature arising out of or relating to this contract or the sale of the Puppy/Dog, and that accordingly any suit, action, or proceeding arising out of or relating to such matters shall be brought in the Chancery Courts of McMinn County, Tennessee and to this end, each party hereto irrevocably agrees to submit to the jurisdiction of the courts of McMinn County, Tennessee.

22. Re-Homing and First Right of Refusal.

In the event the Guardian is unable to keep the Puppy/Dog for any reason, the Guardian agrees to return the Puppy/Dog to the Breeder. If Breeder is unable to accept the Puppy/Dog for any reason, the Breeder will provide alternative re-homing for the Puppy/Dog. Guardian agrees not to sell this Puppy/Dog to any retail company or establishment. If the Guardian resides within 100 miles driving radius of the Breeder, Breeder will pick-up the Puppy/Dog without any costs or fees. If the Guardian resides outside a 100-mile driving radius from the Breeder, the Guardian must bear the cost of transportation or meet the Breeder within the 100-mile radius at a location mutually agreeable to the Breeder and Guardian.

23. Default.

In the event of a breach of this Agreement by Guardian, Breeder shall be entitled to pursue all remedies available to it at law or in equity including, without limitation, the right to seek specific performance of this Agreement and to take immediate possession of the Puppy/Dog. Guardian shall be responsible for all of Breeder's expenses incurred in enforcement of this Agreement, including reasonable attorney's fees, court costs and expenses.

24. Miscellaneous Provisions.

A. Entire Agreement. This Agreement constitutes the final, complete, exclusive and entire agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior discussions, understandings or agreements between the parties.

B. Assignment and Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto, their respective heirs, permitted successors, permitted assigns, beneficial owners and representatives. The rights of Guardians under this Agreement shall not be transferable or assignable by Guardians, in whole or in part, without Breeder's prior consent. Any assignee of the Guardians shall assume all rights, privileges, and obligations of Guardians hereunder in writing, and shall perform the same.

C. Non-Waiver. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

D. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

E. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

F. Mediation. If a dispute arises out of or relates to this Contract, the parties agreed first to try in good faith to settle the dispute with a License Rule 31 mediator prior to resorting to arbitration or litigation.

G. Confidentiality of Disputes. Breeder and Guardian agree, that in the event of a dispute between them, neither will publish or communicate the existence or content of such dispute in any media or forum, including social media, provided that this provision shall not prevent either party from bringing legal action or engaging in confidential mediation. In the event that a dispute occurs, Breeder will have the right, at Breeder's election, as owner of the Puppy/Dog, to possess the Puppy/Dog during the resolution of such dispute.

H. Signatures. This contract may be signed electronically or in hard copy. If signed in hard copy, it must be returned to Breeder. Electronic signatures are valid

as original signatures for all purposes. By typing their names as signatures, both parties agree to the terms and provision of this Agreement.

IN WITNESS WHEREOF the parties have signed this Agreement on the day and date first written above.

BREEDER:

Date

Katherine Coulter

GUARDIAN:

Date
