



Guardian Home Agreement

Definitions used herein include:

"GUARDIAN" shall herein be defined as:

"OWNER" shall herein be defined as Fiume Kennels Ltd.

"CANINE" shall herein be defined as:

Name of Dog: _____
Microchip Number: _____
Sex: _____
Colour: _____
Date of Birth: _____

This agreement applies to said CANINE and said GUARDIAN only and is non-transferable to a second party. Said OWNER conveys said CANINE to said GUARDIAN under the following warranties and conditions. No other warranties or conditions are either expressed or implied:

I. GENERAL STIPULATIONS

- i. Said CANINE is registered under the above listed name. The registered and legal owner of the dog is said OWNER. The registered name of said CANINE is as defined by said OWNER. Under no circumstances is this registered name be to altered.
- ii. Said GUARDIAN agrees that neither he/she nor said GUARDIAN'S estate/executors may sell said CANINE or transfer ownership of said CANINE without said OWNER's knowledge and written consent. Said GUARDIAN hereby agrees that if at any time the GUARDIAN cannot take proper care of said CANINE, said GUARDIAN must immediately advise and return said CANINE to said OWNER.
- iii. In the event that said GUARDIAN is unable to care for said CANINE or must be boarded for the purposes of vacation or short-term unavailability, said GUARDIAN shall return said CANINE to said OWNER until such time as said GUARDIAN is available to resume the care of said CANINE. Said OWNER shall provide boarding services for said CANINE upon availability at a 50% discount of the posted rate charged by Fiume Kennels Ltd. at the time of boarding.
- iv. Said GUARDIAN understands and agrees that this agreement is between said OWNER and said GUARDIAN. Said GUARDIAN shall not allow another party to care for said CANINE without the prior written consent of said OWNER.
- v. This contract is not transferable and constitutes the full agreement of the parties. This contract applies to said CANINE and said GUARDIAN only and is non-transferable to a party not named within this contract.
- vi. Said OWNER does not assume any liability for any injury to said CANINE after delivery.

- vii. Said OWNER shall not be held responsible for acts of said CANINE.
- viii. Any and all medical records, vaccination records and other pertinent documents shall be shared with said OWNER to ensure that all proper medical requirements have been abided by prior to mating.
- ix. In the event that said GUARDIAN relocates to a different home, said GUARDIAN shall notify said OWNER of the plans for relocation at least 7 days prior to the relocation. Said GUARDIAN may continue guardianship if the relocation is within 50km of the said OWNER's home or within 50km of said OWNER's existing home as indicated herein.
- x. In the event that guardianship is terminated (whether it be caused by relocation or any other reason), any and all claims of ownership of said CANINE are also deemed terminated.

II. CARE & MAINTENANCE STIPULATIONS

- i. We do our best to keep all of our canines parasite and protozoan free, however sometimes they occur. It is the responsibility of said GUARDIAN to treat and prevent them. Said CANINE is to be wormed according to the chart in the Appendix for the duration of said CANINE's lifetime. Please note that full spectrum wormers are to be used a minimum of twice per calendar year.
- ii. There are many factors that can influence growth and development, such as diet, exercise, weight gain, etc. Said GUARDIAN assumes the responsibility to maintain the appropriate vaccinations up to date, exercise and feeding guidelines, as supplied by said OWNER.
- iii. Said GUARDIAN is expected to notify said OWNER immediately in the event that any illness or injury arises.
- iv. Said GUARDIAN agrees that said CANINE shall not be excessively exposed to any of the following for the first 24 months of life: slippery surfaces, bound up and down stairs, rough-house with larger dogs, jump down from heights or out of cars, etc., as this type of activity contributes to the breakdown of joints and growing bones, dislocation of shoulders, hips and damaged elbows.
- v. Said GUARDIAN agrees to ensure that said CANINE never consumes anything that would encourage rapid growth; including steroids, anything that promotes rapid weight gain and nutritional supplements intended to modify performance or growth rate. Proper, balanced nutrition is extremely important.
- vi. Said GUARDIAN further agrees that said CANINE's weight will be under strict supervision. It is far better to have the dog slightly underweight than overweight because excess weight contributes to the structural breakdown of the dog.
- vii. Said GUARDIAN shall keep said CANINE safe and shall not let said CANINE run loose without control. Said GUARDIAN shall ensure that all local laws, by-laws and regulations are abided by (including but not limited to local licensing requirements).
- viii. Said GUARDIAN is expected to keep said CANINE groomed and free of mats and tangles. Grooming shall be provided by said OWNER at no cost to said OWNER provided that said CANINE is brought to said OWNER's facility for the purposes of grooming and that the dog is free of excessive mats and tangles. Excessive dematting shall be invoiced to said GUARDIAN at the hourly posted rate of FK grooming services.
- ix. Said OWNER requires that said GUARDIAN provide adequate training (including, but not limited to, housebreaking, leash training, basic manners, etc.) and proper socialization opportunities for said CANINE.

- x. Said GUARDIAN agrees that said CANINE is not to be left solely in a backyard or kennel and will be allowed to spend substantial quality time in the home with family members. Said CANINE is placed with the understanding that it was to go to carefully selected parties and said GUARDIAN avows that said CANINE shall become a member of the family in order to ensure proper development and maintenance of the temperament for which the animal was bred).
- xi. Said OWNER shall be responsible for the core annual vaccines of said CANINE until such time as said CANINE is deemed retired from said OWNER's breeding program, provided that said GUARDIAN elects to have the vaccines performed at said OWNER's veterinarian. Core vaccines include Rabies, Bordetella, Distemper and Parvovirus. All other vaccines such as but not limited to Lyme, Lepto, etc. shall be considered optional and required only upon the advice of said OWNER's veterinarian based on lifestyle and regional requirements. All other vaccines remain the financial responsibility of said GUARDIAN.
- xii. All medical bills with the exception of the exclusions contained herein are the responsibility of said GUARDIAN.
- xiii. All expenses related to training or otherwise incurred are the sole responsibility of said GUARDIAN.
- xiv. Upon request of said GUARDIAN, said OWNER shall provide food to said GUARDIAN at no cost to said GUARDIAN for the breeding life of said CANINE. The food provided shall be for the purposes of feeding said CANINE and shall not be utilized for feeding other animals. The type and brand of food provided shall remain at the discretion of Fiume Kennels Ltd. The food shall be picked up at Fiume Kennels Ltd. and said GUARDIAN is to provide a minimum of 14 days' notice to help ensure that Fiume Kennels Ltd. has the food in stock.
- xv. Said GUARDIAN agrees to take all measures necessary to ensure that said CANINE is not bred, and does not have the opportunity to sire or whelp any litters while in said GUARDIAN's care.
- xvi. Said CANINE must be spayed or neutered at said GUARDIAN's expense no later than 6 months after said OWNER has deemed said CANINE retired from said OWNER's breeding program. A veterinarian's certificate of the spay/neuter must be provided to said OWNER and upon receipt, said OWNER shall transfer the registered ownership of said CANINE to said GUARDIAN.
- xvii. Said GUARDIAN shall have said CANINE spayed/neutered ONLY after written consent has been granted by said OWNER. In the event that said GUARDIAN elects to have said CANINE spayed/neutered without the prior written consent of said OWNER, said GUARDIAN shall pay said OWNER, within 30 days, the purchase price of said CANINE (\$3500 CAD + HST) for the purchase of said CANINE and shall additionally reimburse said OWNER for any and all expenses said OWNER incurred for said CANINE including, but not limited to, food while said CANINE was in the care of said GUARDIAN, veterinary expenses and all health tests that were performed for the purposes of reproduction. Said OWNER shall provide said GUARDIAN with copies of all pertinent receipts for reimbursement.
- xviii. Said GUARDIAN shall feed said CANINE only food (meal-time kibble) which selected by said OWNER (for the purposes of ensuring ease in transitioning from one home to another when boarding).
- xix. Said GUARDIAN shall ensure that said CANINE's veterinarian is either Carnegy Animal Hospital (Halifax, NB) or Maritime Animal Hospital (Moncton, NB). In the event of an emergency or any expense which is not the responsibility of said OWNER, said OWNER shall select the veterinarian of their choosing. Said GUARDIAN shall ensure that access to all veterinary records be granted to said OWNER.
- xx. Said GUARDIAN shall ensure that said CANINE has no access to any intact male dogs while said CANINE is in season or approaching the due date of a season.

III. BREEDING STIPULATIONS

- i. Said OWNER is entitled to 100% breeding rights of said CANINE as well as 100% of any potential revenues associated with the mating and offspring of said CANINE. Said GUARDIAN shall have no claim to any monies earned from the placement of any resulting offspring.
- ii. Said OWNER shall be responsible for all medical expenses for said CANINE while said CANINE is the care of said OWNER for the purposes of reproduction.
- iii. All expenses (and potential revenues) associated with reproduction and breeding shall remain the responsibility of said OWNER.
- iv. Said GUARDIAN shall make said CANINE available to said OWNER upon request for the purposes of health testing and reproduction. Said OWNER shall endeavor to provide said GUARDIAN at least 72 hours' notice if requesting that said CANINE be made available, however said GUARDIAN understands and agrees that such notice may not always be possible as it relates to reproduction.
- v. Said CANINE shall not be bred until said CANINE is a minimum of 18 months of age. Said CANINE shall be retired from said OWNER's breeding program no later than 8 years of age.
- vi. Said GUARDIAN shall keep said OWNER informed of the dates said CANINE begins heat cycles. Said GUARDIAN shall make said CANINE available to said OWNER no later than 4 days after heat cycle begins for the purposes of breeding. Said CANINE may return to the care of said GUARDIAN during gestation but must be returned to said OWNER no later than 2 weeks prior to the estimated whelp date. Said GUARDIAN understands and agrees that said CANINE shall remain in the care of said OWNER until such time as her offspring are completely weaned (~8 weeks of age).

IV. MISCELLANEOUS STIPULATIONS

- i. Should GUARDIAN choose to break any of the covenants of this agreement, the remainder of said OWNER's obligations outlined herein will be considered null and void and said OWNER shall exercise the right to repossess said CANINE and said GUARDIAN will be liable for any costs involved in that repossession (if any).
- ii. Said OWNER reserves the right to cancel this agreement and repossess said CANINE if said GUARDIAN is in breach of contract or verbal agreements. Said GUARDIAN will be notified in writing via email and/or post mail of the cancellation of guardianship.
- iii. In the event that said CANINE be lost or stolen while in the care of said GUARDIAN, said GUARDIAN is responsible for all expenses and costs that may incur in the attempt to retrieve or find said CANINE.
- iv. If it is reported and confirmed that said CANINE is being abused or neglected by said GUARDIAN, guardianship of said CANINE shall immediately and automatically terminate and said OWNER may immediately assume possession. Said GUARDIAN agrees that said OWNER will REPOSSESS CANINE UPON EVIDENCE OF NEGLECT AND/OR ABUSE and that said GUARDIAN will be responsible for said OWNER's fees and costs involved in the repossession.
- v. Said GUARDIAN agrees that said OWNER shall have the right to enforce the provisions contained within this contract in a court of law or through alternative dispute mediation. If legal action is required by said OWNER to enforce any provision, said GUARDIAN shall pay for all costs and legal fees incurred by said OWNER. Said GUARDIAN understands and attests that Fiume Kennels Ltd. has eminent domain and any and all legal actions shall be executed in the province of New Brunswick, Canada.

V. APPENDIX

Age	Intestinal Wormers	Heart Wormers	Flea & Tick Treatments
Under 16 weeks	Worm every 14 days Rotate between Strongid and Panacur or Interceptor	Worm monthly from May to October Products used may be the following: <input type="checkbox"/> Revolutions <input type="checkbox"/> Heartguard <input type="checkbox"/> Interceptor	Must follow the advice of said OWNER's veterinarian based on regional recommendations. Products used may be the following: <input type="checkbox"/> Sentinel <input type="checkbox"/> Revolution
16-weeks - 12 months	Worm monthly Rotate between Strongid and Panacur or Interceptor or Lopator or Drontal Plus or Heartguard		
Over 12 months	Worm quarterly AND the month prior said CANINE is due to commence her heat cycle AND within 30 days prior to coming to Fiume Kennels Ltd. for boarding. Rotate between Strongid and Panacur or Interceptor or Lopator or Drontal Plus or Heartguard		

Said OWNER 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 said OWNER and GUARDIAN with respect to this sale. Said GUARDIAN's signature below indicates that he/she has read, agrees and understands all the conditions of this Purchase Agreement.

Wherefore, said OWNER and said GUARDIAN have executed the foregoing purchase agreement on this ____ day of _____, 20____.

GUARDIAN: _____	OWNER: _____
Address: _____	Address: _____
City: _____	City: _____
Province/State: _____	Province/State: _____
Postal Code/Zip: _____	Postal Code/Zip: _____
Country: _____	Country: _____
Home Phone: _____	Phone: _____
Mobile Phone: _____	Fax: _____
Email: _____	Email: _____
Signature: _____	Signature: _____

Said OWNER only represents original format of this contract. Any alterations in type or handwriting which were not officially amended by said OWNER and sent by said OWNER shall be considered null and void.