

Forever Friends Guardian Contract and Expectation

All of our Forever Friends Labradoodles are our family pets. A guardian home is a “permanent” home with a forever family for one of our “pick of the litter” puppies. The Guardian Home puppy or dog is part of the Guardian Home’s Forever Family, while the breeding rights are retained by Forever Friends Labradoodles, LLC for a set amount of time.

How does this work? Sometimes we have a puppy that would be terrific for future breeding, however we are not able to keep every puppy, as we want all of our dogs to be family pets, not just a dog in a kennel for a breeding program. Therefore, we will occasionally be able to offer a chosen puppy to join your family for little or no upfront cost to you. After being health checked by our family veterinarian, and undergoing various health testings to ensure the dog meets our standards, a puppy chosen by FFL will join your family. Around age 18 months-2 years your Australian Labradoodle may begin its breeding program. Your guardian dog will come back to Forever Friends Labradoodles to breed and then again to whelp her litter of puppies. Once the dog has whelped and raised her litter, she will return back to the guardian family. After the contract has been fulfilled, the dog will be spayed/neutered by the us and full ownership will be transferred to the guardian family.

Puppies in Guardian homes may have shorter breeding careers. Females will have up to 4 litters maximum or stop breeding by the time she is 6 years old, or whichever happens sooner. Males will complete their breeding career at age 7 years or sooner.

A Guardian Forever Family gets the very best that Forever Friends Labradoodles has to offer! This means that we choose our breeding stock based on the best qualities with

temperament of course coming first, as well as the proper coat-type and high health standards. Our Guardian Families get to enjoy the excitement of being a part of our breeding program, and seeing the offspring of their very own Guardian dog be placed with families across the country bringing others the same joy and happiness that they have received from their Guardian Dog!

There are many things that Guardian families need to consider besides frequent separation from their pet. Guardians of females sometimes have to deal with several heat cycles, keeping their female protected from well-meaning gentlemen callers when she is in season. The Guardian family will need to learn the signs of a heat cycle starting and communicate, cooperate and coordinate with us to ensure a successful breeding. Guardians of males will need to be comfortable with some “macho” behavior in their un-neutered boy as well as protect his “purity” so to speak.

Our Guardian Home Families will be responsible for the general routine veterinary care and wellness of the Guardian puppy/dog placed with them. This means annual vaccines, continual grooming, monthly heartworm prevention, flea/tick prevention, training, regular exercise and socialization, and most importantly all the love, care and attention possible. Any “breeding related” medical costs for the Guardian Dog are the expense of Forever Friends Labradoodles. Our Guardian Homes are responsible for the medical care that is routine maintenance/care just as they would if they had their own dog.

When the female Guardian dog is in season, **the Guardian Family is required to contact us immediately**. An intact female usually has a heat cycle that can last between 14 and 21 days approximately every 6 months however, she may or may not be bred every heat cycle. If we decide to breed her during her heat cycle, then we would

need access to her for breeding related appointments. This happens on very short notice. The optimal breeding time is quite specific, so we will need to have access to getting the dog (male or female) when needed. We will of course provide you with as much notice as we are able. If we don't breed her on a particular cycle, it is of utmost importance that you keep her safe and not socialize with any other dogs at this time. Hormones of other females, or un-neutered males could cause an unexpected breeding or a possible dog fight which could be catastrophic and end her breeding career. Once she has been bred, she will return to her Guardian Family until one-two weeks before her due date. At that time, the Guardian dog will come back to stay with us throughout the last week of her pregnancy, and will be returned once her pups are fully weaned approximately 4-5 weeks later. If your Guardian dog is a male, his visits with us may be more frequent, but typically only a day at a time. Guardian Families are welcomed and encouraged to visit their dog and her puppies with scheduled appointments while their Guardian Dog is with us.

If you are receiving a Guardian Puppy, **we ask for monthly photos and updates during the first year so that we can watch her develop, and update our website. We also require a visit to our Guardian Family's home every few months during the first year** to assess the Guardian Puppy, as well as build a relationship with her for the future. Occasionally, we will ask our **Guardian Families to bring the puppy to us for a visit so that she can become comfortable with our home and our family so when she's with us in the future having her babies it will be less stressful for her.**

All dogs and pups placed in Guardian Families must agree and follow the requirements described both above and below and sign our Forever Family Guardian Contract as follows.

Forever Friends Labradoodle Guardian Family Contract

The intent of this agreement is to provide Babs and Marshall Mullinax (hereinafter referred to as Guardian Family) with a Forever Friends Australian Labradoodle at \$500.00 in exchange for the dog to be included in Forever Friends Labradoodles' breeding program.

Ownership of the below-described dog (hereinafter referred to as "Guardian Dog" or "dog") remains the property of Forever Friends Labradoodles, LLC (hereinafter referred to as Breeder), for a period of 6 years or the completion of 4 litters, whichever occurs first.

At that time, ownership will transfer to Guardian Family and the dog will be spayed/neutered at Breeder's expense. If Breeder chooses not to breed the dog during contract, Guardian Family will be responsible for spay/neuter upon completion of contract, with written proof within 1 month of contract end date provided to Forever Friends Labradoodles.

GUARDIAN DOG NAME: Forever Friends

GUARDIAN DOG GENDER:

GUARDIAN DOG DOB:

GUARDIAN DOG MICROCHIP NUMBER:

OWNERSHIP: Ownership and all right, title, and interest of the dog shall remain with Breeder until Breeder (at its sole discretion) transfers ownership of the dog to Guardian. Any puppies born to a female dog shall be the sole and separate property of Breeder. Guardian shall have no ownership interest or right to possess any such puppies, born or in womb.

POSSESSION: Upon execution of this Agreement, Breeder shall transfer possession of the dog to Guardian. Guardian shall retain possession of the dog and shall provide physical care to and supervision of the dog subject to the terms and conditions of this Agreement.

GUARDIAN FAMILY OBLIGATIONS: During the time the dog remains in the possession of the Guardian, and during the term of this Agreement, Guardian shall also comply with each requirement as listed below:

- The Guardian Family must safely confine the guardian dog by using a traditional fence or restraining the guardian dog by using a leash whenever outside the Guardian's house or

yard, especially during proestrus and estrus Guardians must keep the dog on a leash when outside unless the dog is in the fenced area or directly supervised.

- Guardian Family must ensure the guardian dog is well socialized to adults, children and other friendly and healthy dogs.
- The Guardian Family must maintain a Guardian dog at proper healthy weight and provide regular daily mental and physical exercise.
- Guardian Family must attend training classes or complete Baxter and Bella Online Puppy School and puppy must complete Canine Good Citizen Exam.

4. Guardians must provide appropriate veterinary or emergency care when needed including annual shots (core vaccines ONLY, including Distemper, Adenovirus, Parvovirus), heartworm preventative (Heart Guard brand ONLY), flea and tick prevention (Frontline Plus or Revolution brand ONLY). Guardians must communicate any abnormal health or behavior to us immediately. Guardian dogs must be fed and provided a high-quality diet from Paw Tree. Pre-breeding diets may need additional dietary supplements fed at the cost of Forever Friends Labradoodles. Pregnant dogs must not get any medical treatment without the consent of Breeder, unless a life-threatening emergency occurs to save the life of the dog, and Guardian is unable to reach Breeder with reasonable effort.

5. Guardians must notify breeder immediately when a female begins her heat cycle, we need to know DAY ONE of the first sighting of spotting of blood.

6. Guardians must not allow a female around intact males during her cycle, nor allow her to breed with any dogs other than those chosen by the breeder at a time determined by the breeder.

7. Guardians must not allow a male to breed ANY females other than those chosen by the breeder at a time determined by the breeder.

8. Guardians must live within reasonable driving distance from Forever Friends Labradoodles, as determined by Forever Friends Labradoodles and with reasonable certainty do not plan to move out of the area during time of contract. If the Guardian family must move for unforeseen reasons, Guardian agrees to inform Breeder as soon as possible and agrees to work with Breeder to determine resolution to finish out breeding career and contract for the said dog.

9. Guardians and all others that live within the home must be in agreement and aware of all the terms of the guardianship contract.

10. Guardians must communicate, cooperate and coordinate with the breeder regarding testing, matings, whelping, and other breeding related activities and agree to have their pet stay at Forever Friends Labradoodles when needed for any reason.

11. Guardian families must also complete training sessions with a certified canine trainer and provide Forever Friends Labradoodles with your dog's Obedience Graduation Certificate by age one year of the dog. All training will be at the cost of the Guardian family. Forever Friends Labradoodles need all our Labradoodles to be able to follow obedience commands to ease our time with them when they return to our home for breeding. This is for our safety, yours, and your pet's.

12. In the event of the death of the Breeder, this contract will remain intact until end date, and breeding rights taken over by the new ownership of Forever Friends Labradoodles, LLC.

13. In the event that a major life event occurs (including immediate family member death or severe medical illness) in which the Guardian Family is no longer able to care for the dog and is still under contract, the dog will be returned to Forever Friends Labradoodles and the contract will be nullified.

14. The Guardian family MUST maintain a current rabies vaccine certificate.

15. Guardian dogs must also be registered in your town/city to meet your local law and listed as co-owned by Forever Friends Labradoodles, until contract end date.

16. Guardian family will notify Breeder at least 3 days in advance of absences or vacations of the guardian dog or family out of the local area and provide contact information for the dog's caregiver. If prior notice is not possible (i.e., in the case of an emergency), Guardian shall notify Breeder as promptly as possible. Guardian dogs cannot be boarded in ANY kennel nor boarding facility. Care of Guardian dog during Guardian family's absence must be approved by breeder prior to guardian family's absence.

17. If death of the dog occurs while under contract, the Guardian family will, upon the natural or accidental death of the dog, promptly notify Breeder of the particulars of the animal's death. If the cause of death is unclear, Guardian agrees to necropsy the dog and provide the resulting report to the Breeder. If the death of the 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 dog was due to wrongful neglect by fault of the Guardian family, Guardian family must pay the Breeder a sum of \$25,000 within 60 days of the Guardian dog's death. **PURPOSEFUL NEGLECTFUL Deaths** include the following but are not limited to: failure to contain or supervise the dog in a responsible manner, leaving the dog unattended in a vehicle if the outdoor temperature is above 65 degrees Fahrenheit, theft of the dog due to lack of supervision, leaving the dog in the sole care of a person under the age of 18, or allowing the guardian dog to be grossly underweight or overweight. This penalty is also due if the Guardian breeds the dog intentionally or unintentionally without permission of The Breeder.

*Accidental death of dog or natural illness not due to purposeful negligence or genetic causes of death are of NO FAULT of the Guardian family.

*If the death of the dog occurs while in possession of Forever Friends Labradoodles for breeding purposes, Breeder will provide the Guardian family with a new pet puppy at no cost with no breeding contract as the next born puppy becomes available.

18. The Guardian family agrees NOT to desex the dog anytime during this contract. When the contract date has ended, Breeder agrees to desex the dog at cost of the Breeder.

19. Once the dog has been bred, the Guardian agreed to not expose the pregnant dog to other dogs to protect the dog from infection contagious diseases. (no dog parks, or other dogs visiting home, ect.)

Transfer of Ownership: Proven Breeder When Breeder, in its sole and absolute discretion, determines that the dog shall no longer be used for breeding purposes, Breeder shall transfer ownership to Guardian at no cost to Guardian.

- If the dog is a female, Breeder is entitled to a total of [__4__] litters prior to the dog reaching [__6__] years of age (with each litter to consist of at least [__3__] live puppies). If the total yield of puppies is less than [__15__] live puppies, Breeder will be entitled, at Breeder's option, to have one additional litter before the dog reaches the age of 7 years.
- If the dog is a male, Guardian agrees the dog may be used for breeding until the age of [__7__] years.
- Breeder may, at Breeder's sole option, spay or neuter the dog prior to transferring ownership to Guardian, and the costs related to such spaying or neutering shall be paid by Breeder.

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 \$25,000.00 (the "**Liquidated Remedy Amount**") for any of the following enumerated violations of this contract:

- Guardian has the dog spayed or neutered without Breeder's express written consent;

- Guardian acts intentionally or willfully and wantonly with reckless disregard for the dog's welfare that results in injury to the dog that prevents the dog from breeding or results in the dog's death;
- Guardian absconds with the dog or ceases communication with Breeder; or
- Guardian allows the dog to breed or be bred without Breeder's express written consent (each such occurrence shall subject Guardian to the Penalty Amount).

CONFIDENTIALITY OF DISPUTES, POSSESSION: Guardian and Breeder 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 dog, to possess the dog during the resolution of such dispute.

INDEMNITY, ATTORNEY FEES: Guardian agrees to indemnify and hold harmless the Breeder from and against all claims, liabilities, losses, costs, damages (including costs and reasonable attorney's fees) incurred as a result of claims made by third parties against Breeder arising out of, or incident to, Guardian's possession of the dog.

AGREEMENT TO MEDIATE: If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation by a Good Dog mediator before resorting to arbitration, litigation, or some other dispute resolution procedure. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.

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 dog. If Breeder does take possession of the dog pursuant to this section, Guardian will not be entitled to any compensation from Breeder nor be obligated for any future care of the dog but shall not be

absolved or released from any past violations of this Agreement nor damages sustained by Breeder as a result thereof.

GOVERNING LAW: This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by and construed in accordance with the laws of the State of Indiana without regard to the conflicts of laws provisions thereof.

MISCELLANEOUS: This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior or contemporaneous agreements, negotiations, discussions and understandings, written or oral, between the parties with respect to such subject matter. Neither party may assign, transfer, or subcontract any obligations (or rights) under this Agreement without the prior written consent of the other party. No changes, modifications or waivers to this Agreement will be effective unless in writing and signed by both parties. In the event that any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement may be executed in any number of counterparts and such counterparts together shall constitute the same instrument. This Agreement may be executed by electronic signature, which shall be considered as an original

REMOVAL OF GUARDIAN DOG: If Guardian family violates any of the terms of this Agreement, Breeder may remove the dog from Guardian's possession and this Agreement will immediately terminate.

We must be VERY selective about the families we choose to place our breeding puppies with, because it's important that we can trust our Guardian Families to follow through with the terms of the contract and be willing to work with us and stay in touch with us for an extended period of time (6 years). We ask families to consider everything explained above before applying to participate in our Guardian Family program. This is something everyone in the family must agree upon. We expect our relationships with our Guardians families to be friendly with exciting and fulfilling outcomes.

Forever Friends Labradoodle Guardian Family Contract

Date of Contract Start:

Date of Contract End:

1. THE DOG

Dog's called name: Forever Friends

Breed: Multi-Gen Australian Labradoodle

Sex:
Date of birth:
Micro-Chip:

2. THE BREEDER

Name: Suzan and Kenny Franklin
Kennel name: Forever Friends Labradoodles LLC
Street:
City State Zip: Avon, IN 46123
Telephone: 317-490-8013
E-mail: foreverfriendslabradoodles@gmail.com

3. THE GUARDIAN FAMILY

Name:
Street:
City State Zip:
Telephone:
E-mail:

The Buyer agrees to follow the above contract. If the contract is broken, Forever Friends Labradoodles has full rights to retain the dog at any time these conditions aren't met. Once the above conditions and time have expired, the dog will be signed over to the Guardian Family for pet ownership. This contract is effective when signed by both breeder (whether singular or plural) and buyer (whether singular or plural) as a statement that the above conditions of contract and expectations and terms are agreed upon by both breeder and buyer.

Breeder's Signature:

Guardian's Signature:

Forever Friends Labradoodles, LLC
