

Two Acre Wood Guardian Home Agreement

This agreement (“**Agreement**”), dated as of _____, _____ (the “**Effective Date**”), is between Mark & Ashley Sauder doing business as Two Acre Wood (“**Breeder**”), and

(“**Guardian**”). The subject of this Agreement is the guardianship of the below-described dog (“**dog**”).

- **AKC REGISTERED NAME:** _____
- **AKC REGISTERED NUMBER:** _____
- **SEX:** _____
- **DATE OF BIRTH:** _____
- **MICROCHIP NUMBER:** _____

The Breeder and Guardian agree as follows:

1. **Ownership.** Ownership and all right, title, and interest of the dog shall remain with Breeder until Breeder has completed agreed upon breedings and transfers ownership of the dog to Guardian. Any puppies born to a female 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 a male 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.
2. **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.
3. **Breeder’s Obligations and Rights.** During the time the dog remains in the possession of the Guardian, and during the term of this Agreement, Breeder shall:
 - a. **Dietary Guidelines.** Provide Guardian with dietary guidelines and instructions regarding preventative health care for the dog.
 - b. **Designated Veterinarian.** With input from Guardian, agree upon the veterinarian who will provide veterinary care for the dog (the “_____”) and, solely for the purpose of facilitating such care, the Breeder’s name and the Guardian’s name will be on the veterinarian records.
 - c. **Female Dog.** If the dog is a female, provide (i) information to Guardian relating to her proestrus (such as the first day bleeding starts) so that Guardian can uphold its obligation to recognize when the dog reaches proestrus and immediately notify Breeder and (ii) approximate dates when the dog is anticipated to reach proestrus.
 - d. **Breeding/Semen Collection.** When it is time for breeding or semen collection, have the right to take possession of the dog from Guardian until the process is completed at which time the dog will be returned to Guardian’s possession.
 - e. **Possession.** If the dog is a female, have the right to take possession of the dog approximately seven (7) days prior to whelping and provide care and supervision of the dog until weaning of her puppies is complete (estimated 4-6 weeks total).

- f. **Visitation Rights.** Have the right to (i) visit Guardian's residence at least two times in each calendar year (at times that are mutually agreed upon by Breeder and Guardian), and (ii) request additional visiting times, which Guardian will agree to so long as Breeder provides advance notice and has a reasonable basis for requesting such additional visits.
- g. **Expenses.** Breeder responsible for payment of all veterinary care related to breeding, whelping, and weaning the dog, including emergency surgery related to pregnancy (ex: C-Section).
4. **Guardian's Obligations.** During the time the dog remains in the possession of the Guardian, and during the term of this Agreement, Guardian shall:
- a. **Proper Care.** Provide good and proper care of the dog. Such care includes, but is not limited to (i) safely confining the dog by using a traditional or electric fence or attached line or collar system with training and restraining the dog by using a leash whenever outside the Guardian's house or yard, *especially during proestrus and estrus*, (ii) maintaining the dog at a healthy weight recognizing that leaner is more beneficial to fertility than excess weight, including by providing the dog with adequate exercise on a regular basis and (iii) providing basic obedience training for the dog. Guardian further agrees not to have intact male and female dogs living in the same home.
- b. **Preventative Healthcare; Dietary Guidelines.** Follow Breeder's instructions regarding preventative health care and dietary guidelines and pay costs and expenses associated with annual wellness care, feeding, de-worming and flea and tick prevention for the dog while the dog is in the Guardian's care. Guardian must consult Breeder and obtain Breeder's approval before any change in diet or supplements are implemented.
- c. **Veterinary Appointments.**
- i. Pay for veterinary appointments and expenses, including but not limited to annual inoculations, rabies vaccine, and routine maintenance medications including but not limited to heartworm medication and flea and tick medication.
 - ii. Administer and pay for routine flea, tick, and heartworm medications as approved and on the time according to the labeled instructions, and only as approved and required by Breeder. Guardian must provide Breeder with dates of preventative treatments or routine schedule upon request or when the dog is returned to Breeder prior to whelping.
 - iii. 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.
 - iv. If the dog is a female, Guardian will allow Breeder to take the dog to the Designated Veterinarian at the first sign of proestrus for a Brucellosis (blood) test each time the dog comes into heat. If the dog is a male, Guardian will allow the Breeder to take the dog to a Veterinarian upon request for a Brucellosis (blood) test. The Breeder will be responsible for all breeding related expenses incurred.
 - v. Keep the Breeder informed of the dog's Designated Veterinarian and use that veterinarian, unless in an emergency situation that requires Guardian to use the services of another veterinarian (ex: Blue Pearl Animal Hospital for emergencies). Guardian must list Breeder on Dog's medical records with the Designated Veterinarian (or other veterinarian) and ensure Breeder has complete access to all of the dog's medical information;

- vi. If the dog is a female, Breeder may pick up the dog from Guardian, upon Breeder's request and agreed upon time and date, for vet appointments, breeding, training appointments, photography appointments and/or whelping purposes.
 - d. **Vacation/Absences.** Notify the Breeder at least ten (10) days in advance of any scheduled vacations or other absences from the Guardian's primary residence (set forth below) that may coincide with breeding times. If prior notice is not possible (i.e., in the case of an emergency), Guardian shall notify Breeder as promptly as possible. Breeder will provide care for Dog when it is possible to do so. If Breeder's residence is not available Guardian shall schedule and pay for all related boarding expenses for the dog and will notify Breeder of the boarding facility that the dog is staying at. The Breeder prefers to be able to provide care for the dog and will make every effort to be available.
 - e. **Residence.** At all times maintain a primary residence at which the dog will be kept that is (i) within 30 miles by car from Breeder's primary residence (set forth below) if the dog is a female and (ii) within 20 miles by car from Breeder's primary residence if the dog is male.
 - f. **Grooming.** Provide grooming and basic coat care for the dog at least every ten (10) weeks by a licensed groomer or if approved by Breeder, Guardian may provide directly appropriate grooming so long as a healthy coat, nails and ears (*ears that aren't cleaned regularly can become infected) are maintained. The Guardian is encouraged to ask the Breeder for assistance or guidance, whenever the Guardian wants or desires help. The Breeder desires to be a resource to the Guardian and to provide grooming support as long as it is a scheduled, agreed upon time. The Breeder also agrees to provide grooming 2 times a year as long as the Guardian and Breeder agree upon the look of the haircut (and the look is within the Breeders skill range) and is at a scheduled, agreed upon time.
 - g. **Training.** All Two Acre Wood breeding dogs are expected to reach an average level of competence when using everyday commands including "sit, stay, down, come, inside, outside" as well as walk loosely on a leash at a heel, ride in a car without anxiety, etc. If the dog needs reinforcement or repeat training the Guardian will participate in training the dog or allow the Breeder to work with the dog at scheduled, agreed upon times. If the Breeder needs to drive the dog to training appointments (ex: testing for Canine Good Citizen) the Guardian will allow the Breeder to take the dog as long as it is a scheduled, agreed upon time.
 - h. **Insurance.** Guardian has the option to purchase additional insurance for the dog but is not required to do so.
 - i. **Emergency Care.** Should an emergency arise for the dog, the party that has the dog shall take the dog to get emergency care immediately. The Breeder and the Guardian agree to make every possible effort to contact the other party and keep the other party informed about the emergency situation, prognosis, treatment plan and care and cost.
 - j. **Ongoing Communications.** Both parties agree to promptly notify the other of any change of address, email or phone number as soon as possible and no longer than fourteen (14) days after the communication change.
5. **Removal of Dog.** If Guardian violates any of the terms of this Agreement and refuses to communicate or work towards an agreement with the Breeder, the Breeder has the legal right to remove the dog from Guardian's possession and this Agreement will immediately terminate. The Breeder will make every effort to communicate with the Guardian and work towards a mutual agreement when a problem arises.
6. **Death of Dog in Guardian's Possession.** Guardian 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 allow Breeder to necropsy the dog. 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 it is found that the death of the dog was due to Guardian's negligence of care, Guardian will pay Breeder a sum of \$3000.00, the worth of a breeding puppy, in cash within thirty (30) days of the dog's death. Negligence, as used herein, includes, but is not limited to, the following examples:

- a. Multiple failures to contain or supervise the dog in a responsible manner;
- b. Leaving the dog unattended in a vehicle if the outdoor temperature is over 70° Fahrenheit;
- c. Leaving the dog in the sole care of a person who is unable to stay home alone;
- d. Not allowing the dog access to water;
- e. Allowing the dog to become excessively overweight (this is detrimental to fertility and breeding);
- f. Not feeding the dog and allowing it to become excessively underweight;
- g. Using force to control/train the dog to the point that mental or physical damage is done.

7. **Death of Dog in Breeder's Possession.** If the 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.

8. **Transfer of Ownership** - When Breeder, in its sole and absolute discretion, determines that the dog, either a proven breeder or proven sire, shall no longer be used for breeding purposes, Breeder shall cover the cost to spay or neuter the dog and transfer ownership to Guardian at no cost to Guardian and this agreement shall be fulfilled and neither party shall have any further obligation to the other party or this agreement.

- a. If the dog is a female, Breeder is entitled to a total of up to _ litters prior to the dog reaching up to 7 years of age (with each litter to consist of at least 3 live puppies). If the total yield of puppies is less than 3 live puppies, Breeder will be entitled, at Breeder's option, to exceed _____ litters.
- b. If the dog is a male, Guardian agrees the dog may be used for breeding up til the age of 10 years.
- c. Breeder will, 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 the Breeder. If the Guardian prefers to facilitate having the dog spayed or neutered themselves the Breeder requires that spay or neuter of the dog take place before the transferring of ownership of the dog. In the event that the breeder's life would end the ownership of the dog will transfer to the Guardian Immediately and it is understood that the Guardian will pay all costs to spay or neuter the dog.

9. **Transfer of Ownership** - If, within 3 years of the date of this Agreement, Breeder determines, in Breeder's sole discretion, that the dog is unable to be utilized for breeding purposes, Breeder shall offer to transfer ownership of the dog to Guardian at no purchase price. Under this circumstance, the Guardian is required to pay all costs to spay or neuter the dog prior to the transfer of ownership.

10. **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 \$3000.00 (the "Penalty Amount") for any of the following enumerated violations of this contract:

- a. Guardian has the dog spayed or neutered, to prevent breeding, 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 dog that prevents the dog from breeding or results in the dog's death (ex: dog racing or extreme dog sports, dog fighting or extreme negligence, etc.);
 - c. Guardian absconds with the dog and/or ceases communication with Breeder; or
 - d. Guardian acts intentionally and allows the dog to breed or be bred without Breeder's express written consent (each such occurrence shall subject Guardian to the Penalty Amount).
11. **Indemnity; Attorneys 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.
12. **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.
13. **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 before resorting to arbitration, litigation, or some other dispute resolution procedure. The process shall be confidential based on terms acceptable to the Guardian and the Breeder.
14. **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. Should the Breeder be unable to uphold the obligations of this contract due to death or an unforeseen, life changing circumstance the Guardian shall immediately become the sole owner of the dog and all ownership rights will belong to the Guardian. All of the breeding terms of this agreement shall cease to exist. The dog shall no longer be considered a breeding dog and will be considered a pet. The Guardian is required pay to spay or neuter the dog within 6 months of this transfer of ownership.
15. **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 Wisconsin without regard to the conflicts of laws provisions thereof. If for any reason, a dispute about the said puppy/dog goes to court, it shall be taken up in the Brown County, Wisconsin courts and any and all court fees will be the responsibility of the buyer.

16. 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 signature for all purposes and shall have the same force and effect as an original signature.



IN WITNESS WHEREOF, Breeder and Guardian have executed this Agreement effective as of the Effective Date.

BREEDER:

GUARDIAN:

Name: (print)

Name: (print)

Address:

Address:

Date:

Date:

Phone:

Phone:

State of Wisconsin

County of

Affix Notary Seal

Signature of Notary Public

