



Mrs Samantha Bull Fdsc

CURTABEMDOODLES GUARDIAN PROGRAMME CONTRACT

The purpose of this agreement is to set out our mutual understanding of the basis on which you will take on a Curtabemdoodles puppy, to avoid misunderstandings and to foster a happy and productive working relationship in the interests of our Curtabemdoodles puppy.

1. This agreement is made between:

(1) **Mrs Samantha Bull** (trading as Curtabemdoodles) and referred to in this agreement as **"I"** or **"me"** or **"the Breeder"**; and

(2) (name),

of

..... (address),
referred to in this agreement as **"you"** or **"the Guardian"**.

2. The Breeder agrees to provide the Guardian with a Curtabemdoodles puppy at no purchase price, in order for that puppy to take part in the Curtabemdoodles breeding programme and in consideration of the obligations set out below.

3. The Curtabemdoodles puppy you will take on has microchip number

.....

and will be referred to in this agreement as **"the Dog"**.

4. The Guardian will pay to the Breeder a deposit of £300 (the **"Deposit"**) on or before the date of this agreement. The Deposit will be returned to the Guardian Once the dog has had her first litter or male dog has produced his first litter.

5. The Dog remains the property of the Breeder until the earliest of the following events:

- a. a period of five (5) years from the date of this agreement for females and 6-10 years for males;
- b. completion of her 3rd litter (if applicable). Completion of a litter means the birth of 4 or more live puppies; or
- c. the Breeder and the Guardian mutually agreeing to release the Dog from the breeding programme.

The Dog will belong to the Breeder until the first of those events occurs, at which time ownership of the Dog will transfer to the Guardian. The Breeder and Guardian both agree



to take all reasonable steps to ensure that the transfer of ownership is legally effective and that the Dog's ownership details are updated in relation to his or her microchip number at the Guardian's cost. Immediately prior to the transfer of ownership, or as soon as reasonably practicable afterwards (in either case only when it is safe for the Dog) the Dog will be spayed/neutered. This procedure shall take place at a reputable veterinary establishment agreed by both parties acting reasonably and the Breeder shall pay for the reasonable costs of the procedure.

6. The Guardian has NO ownership or interest in any puppies produced or fathered by the Dog. The Guardian has NO rights to semen production by the Dog.
7. We have agreed that you will take possession of the dog on:
(date) or such other date as we shall both agree. You will collect and transport the Dog at your own cost.

8. Your Obligations as the Guardian

Once you have taken possession of the Dog, and in consideration of the Breeder's obligations in this agreement, your obligations include:

- a) Caring for the Dog in a responsible manner and ensuring that he or she is well looked after physically and emotionally.
- b) Keeping the Dog safe within a secure garden with lead walking (until the dog is trained and has a good recall).
- c) Toilet training the Dog by none (9) months of age (if not before).
- d) Properly crate training the Dog as per the Breeder's instructions.
- e) Providing daily exercise and not allowing the Dog to become overweight; this is important to protect the Dog's joints and help with a smooth pregnancy and whelp.
- f) Providing basic obedience training, including the commands "come", "sit", "leave" and "down", crate and door manners, good loose lead walking, recall and no jumping up.
- g) Feeding a diet approved only by the Breeder. At present, the Breeder requires this to be a raw natural diet.
- h) Providing veterinary care promptly as and when needed, including vaccinations and regular flea and worm treatment only approved by a vet (at the Guardian's expense).
- i) Taking out pet insurance with Pet Plan (or an insurer or underwriter pre-approved by the Breeder) at minimum £7000 per year per condition, life policy (and including third party liability insurance) at the Guardian's expense.
- j) Delivering the dog to the Breeder upon request (on a minimum of 24 hours' notice), for breeding, health testing or any other reasonable purpose. The Breeder will give ample (up to two weeks') notice where reasonably possible.
- k) Notifying the Breeder as soon as possible of all vet visits and sending copies of notes from all vet visits to the Breeder within 7 days of the vet visit, provided that, in the



event of serious illness or accident, (including but not limited to, severe diarrhoea/vomiting, loss of appetite, or weight loss) the Guardian must notify the Breeder **immediately**.

- l) Notifying the Breeder of any holidays or times when you are going to be away from the Dog for any material length of time. The Breeder will have first refusal to board the Dog whilst you are away if possible; if this is not possible, the Breeder must approve the Guardian's alternative boarding facility or dog minder. The Breeder is not obliged to board the Dog and it is acknowledged by both parties that this may not always be possible. The Breeder will charge the Guardian reasonable market rates for boarding and may in her discretion offer a discount to the Guardian, for example, at present the Breeder is able to offer a 50% discount to guardians.
- m) If the Dog is male, ensuring that he is kept away from in heat bitches to prevent accidental mating's.
- n) If the Dog is female, ensuring that she is kept away from intact males during her heat cycle (up to 4 weeks).
- o) Keeping the Dog well groomed, with visits to a professional groomer no more than 8-10 weeks apart (depending on coat type) and informing the Breeder before a short clip is undertaken so that photographs can be taken pre-clip if required.
- p) Keeping the Dog well socialised with children and a variety of different people, animals, sights, sounds and experiences, provided always that the Guardian will act in a safe and responsible manner and will ensure that anyone else who may have responsibility for the Dog from time to time does the same.
- q) If you move to a different geographical area, the obligations in this agreement will still apply, including without limitation the obligation to bring the Dog to the Breeder as and when requested at the Guardian's expense. If this is not feasible, or if you move to an area outside the UK and the Breeder so requires (in her absolute discretion), the Dog must be returned to the Breeder and this agreement will be terminated.
- r) In the event that the Dog does not pass all health tests i.e. hips/DNA testing and any other tests reasonably required by the Breeder (acting reasonably), and will not therefore be used in the Curtabemdoodles breeding program, the Guardian will NOT be required to pay the Breeder the purchase price for the Dog, but will be expected to keep the Dog as their pet. In this event, the Dog will be spayed/neutered at the Breeder's expense, and at the Breeder's own veterinary practice (unless otherwise agreed).
- s) the Dog dies whilst ownership of the Dog is still with the Breeder (under clause 5 above), the Guardian will pay the Breeder the death payment (i.e. the amount equivalent to the purchase price of the Dog, which the Guardian is obliged to insure under the terms of the Dog's life insurance policy) and the ongoing obligations in this agreement shall cease. Additionally, if the Dog dies whilst in the Breeder's possession and care (and whilst ownership of the Dog is still with the Breeder), the Breeder shall provide the Guardian with a replacement guardian puppy from the next available and suitable litter of Curtabemdoodle puppies and the parties shall enter into a new agreement.



PROVIDED THAT

- A. If the Guardian is in material or persistent breach of this agreement, this agreement will terminate, and the Guardian must immediately return the Dog to the Breeder.
- B. If the Guardian needs to give up possession and/or ownership of the Dog for any reason during the Dog's life, the Dog shall be returned to the Breeder.
- C. If the Guardian has the Dog spayed or neutered without the Breeder's prior written consent, or otherwise in accordance with this agreement, the Guardian will pay damages to the Breeder in the sum of £15,000 where the Dog is a Goldendoodle Guardian dog and £30,000 where the Dog is a Bernedoodle Guardian dog. The Breeder reasonably believes that these sums are the minimum estimates of the actual damages that would be incurred by the Breeder in those circumstances. Any legal costs incurred shall be paid by the Guardian.
- D. If the Guardian allows the Dog to be bred, either intentionally or accidentally, without written consent of the Breeder, the Guardian will pay the Breeder damages equivalent to the open market value of all the puppies in the resulting litter (estimated to be between £1800 and £35'00 per puppy depending on breed). Any legal costs incurred will be paid by the Guardian.
- E. If the Guardian fails to notify the breeder within 24 hrs by phone call or email of a female coming in to heat on her 2nd season, the Guardian will be required to pay for and take the Dog for regular ovulation testing until the test shows ovulation.
- F. If the Dog is not suitable for breeding due to the action or inaction of the Guardian including obesity, low weight, poor condition, parasitic infestation, general poor health or other breach of the Guardian's obligations in this Agreement, the Guardian will pay the Breeder damages equivalent to the open market cost of a litter of 6 puppies of that breed. If the Dog is not brought back to peak health within a reasonable period, the Guardian must return the Dog to the Breeder on request and this agreement will be terminated.
- G. Unless otherwise stated in this agreement, all costs associated with the Dog are to be borne by the Guardian.

9. The Breeder's Obligations

In consideration for the Guardian's obligations in this agreement the Breeder's obligations are:

- a) Provide the Guardian family with a pick of the litter puppy, or a proven health tested adult dog.
- b) Paying all veterinary/laboratory costs, pregnancy scanning etc, pertaining to reproduction. For the avoidance of doubt, the Guardian is responsible for ALL non-breeding expenses, including but not limited to, grooming, feeding, worming, flea treatment, vaccinations, emergency vet treatment, transport, and boarding.



- c) Paying for neutering or spaying of the Dog when ownership of the Dog is transferred to the Guardian in accordance with this agreement, or when the Breeder decides that the Dog is no longer to be used for breeding.
- d) Providing information and support on detection and caring for a dog in oestrus (heat) and pregnancy.
- e) Providing milk, any reasonable veterinary treatment and extra food required during pregnancy.
- f) Keeping the Guardian up to date on the Dog's progress and wellbeing whilst in the Breeder's care either for matings or to have her puppies.
- g) Allowing the Guardian to visit the Dog after she has given birth once the Dog's puppies are over 3 weeks old and provided it doesn't upset or in any way adversely affect the Dog or the puppies. All visits must be on reasonable notice at agreed times and must not exceed any duration reasonable set by the Breeder in the interests of the Dog and her puppies.

10. This agreement shall be governed by and construed in accordance with the law of England and Wales.

Signed by the Breeder
Mrs Samantha Bull, Curtabemdoodles

----- Date -----

Signed by the Guardian

----- Date -----