

Railway Acres Kennel

GUARDIAN HOME AGREEMENT

Mike Lehman 574-536-8791

Milford IN 46542

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www.railwayacreskennel.com

This Agreement "Agreement" is by and between and Mike Lehman, d/b/a Railway Acres Kennel ("Breeder") and _____ residing at, _____ ("Guardian").

Breeder is the owner of _____, described as a _____, _____ in color, with a date of birth of _____, Microchip No. _____, Registration No. _____ ("Dog").

1. Breeder shall provide Dog to Guardian to live with and be cared for by Guardian until Dog's 5th Birthday, or until this Agreement is terminated in writing by one of the parties as outlined below in this Agreement. During the term of this Agreement, Dog is the property of and owned by Breeder and Breeder maintains full and exclusive breeding rights to Dog.

2. GUARDIAN OBLIGATIONS:

Guardian shall and agrees to:

a. return Breeder's calls/texts/emails/messages within 24 hours of Breeder's contact.

b. be responsible for arranging and the expense of all routine feeding, boarding, grooming, worming, heartworm/flea prevention, vaccines and veterinary care, except those expenses directly related to the breeding and health screening for breeding associated with the Dog.

c. timely provide documentation evidencing annual exams, vaccinations, deworming, all veterinarian records and flea/tick prevention.

d. seek prompt veterinary care in the event of injury or illness to Dog.

e. promptly, and no later than 36 hours, notify Breeder of any illness or injury involving Dog.

f. obtain prior written approval from Breeder before any elective/non-emergency procedure is performed on Dog.

g. only use flea/tick medications that are recommended by the Breeder.

- h. properly maintain, contain, train and care for Dog using methods approved by Breeder.
- i. exercise Dog appropriately and follow Breeder's nutritional guidelines, including, but not limited to, ensuring Dog does not become overweight, and feeding Dog Life's Abundance All life's Stages Food, unless otherwise instructed by Breeder in writing to use an alternative food.
- j. not use rawhide treats. However, "Bully Sticks" are acceptable.
- k. update Breeder on Dog's development and growth, including providing photographs.
- l. enroll Dog in training classes by four (4) months of age. In the event Dog is older than four (4) months at the time of being placed with Guardian, Dog shall be enrolled in training classes within 30 days of placement with Guardian. Dog must pass obedience training classes and be trained to sit stay, down stay, come when called, walk on a loose leash and be well mannered around other dogs, adults and children of all ages.
- m. provide to Breeder copies of all class and training certificates earned by Dog.
- n. acclimate Dog to new environments such as parks and other family members'/friend's homes.
- o. keep Dog crate trained for the duration of this Agreement.
- p. maintain residence no more than **2 1/2 hours** from Milford IN.
- q. either have a yard with a fence high enough that no canine can enter or exit on its own, or keep Dog on a leash and supervised by Guardian, or a designee of Guardian that is at least 14 years of age, at all times when outside.
- r. regularly brush and comb Dog, and have Dog professionally groomed within eight (8) weeks of Dog's last professional groom.
- s. notify breeder of any vacations and/or planned absences. Guardian must obtain, in advance, Breeder's approval of, and Guardian must provide to Breeder all contact information for, any person caring for Dog in Guardian's absence.
- t. provide transportation of Dog to and from Breeder for breeding, health testing purposes or planned visitations as outlined in "u." below.

u. allow Dog to visit Breeder's home, if and as requested by Breeder, but no more than every three months, and for no more than 72 hours each visit. This does not include visits for purposes of Breeding as outlined in Paragraph 3, BREEDING, below.

v. not use any national "chains", including but not limited to, PetCo, PetsMart, Pet People or Pet Supplies Plus, for grooming, veterinary care or training. A failure to meet any individual or combination of a. – v. above shall result in a termination of Agreement, and Guardian shall immediately, upon request of Breeder, return Dog to Breeder.

3. BREEDING

a. Guardian shall not use Dog or permit Dog to be used for breeding other than by Breeder or Breeder's designee.

b. Guardian shall not keep in Guardian's home, at any time, any intact male or female canine, other than Dog, without Breeder's prior express written approval.

c. Guardian shall work with Breeder in scheduling/accommodating any appointments necessary for Dog.

d. In the event Dog is male:

i. Guardian shall transport Dog to Breeder, upon Breeder's request, and permit Breeder to keep Guardian Dog up to 5 nights/(6) days per occurrence, for purposes of breeding. In the alternative, Guardian may transport Dog to Breeder for four consecutive days, at times agreed upon mutually with Breeder.

ii. Guardian shall transport Dog to Breeder, or upon agreement with Breeder, to Breeder's veterinarian for purposes of health testing and screening of Dog for breeding purposes.

iii. Breeder shall pay all costs associated with health testing and screening, or any procedure related to Dog being used for breeding purposes.

e. If Dog is female:

i. Guardian shall transport Dog to Breeder, or upon agreement with Breeder, to Breeder's veterinarian for purposes of any and all health testing and screening of Dog for breeding purposes.

ii. Guardian shall notify Breeder the first day Dog is in heat/comes in season. Guardian represents that Guardian is aware of the meaning of this term as used in this

Agreement.

iii. Guardian shall transport Dog to Breeder, upon Breeder's request, and permit Breeder to keep Guardian Dog up to eight (8) nights/(9) days per occurrence, for purposes of testing, and breeding/impregnating while Dog is in heat/season.

iv. Between breeding/impregnating Dog and up to no later than one week before Dog's expected due date, Guardian shall keep Dog in Guardian's home.

v. Guardian will transport Dog to Breeder approximately 4 weeks after Paragraph 3.e.iii., above, for purpose of an ultrasound and/or X-ray to confirm pregnancy.

vi. Guardian shall transport Dog to Breeder seven (7) days prior to Dog's expected due date and Dog shall remain with Breeder through whelping and up to six (6) weeks after a litter is born.

vii. Breeder shall pay all costs associated with health testing and screening, any procedure related to Dog's breeding and whelping of her puppies.

4. Guardian agrees to permit Breeder to visit Guardian's home, if necessary or requested by Breeder, up to two (2) times per year to check on the well-being of Dog and Dog's environment.

5. Breeder maintains sole discretion in all decisions relating to Dog's breeding, Dog's visitation with Breeder as outlined in this Agreement, and Dog's whelping/raising of any and all litters. Specifically, Dog may visit or reside with Mike Lehman during the term of the Agreement and as necessary as outlined in any section above of this Agreement.

6. At the age of five (5) years for girls and (7) years for the boys , or in the event Breeder determines, in Breeder's sole opinion, that conditions warrant Dog being spayed/neutered prior to Dog reaching the age of 5-7, Dog will be spayed/neutered by a veterinarian of Breeder's choosing at Breeder's expense. However, in the event Dog has not been used in at least one successful breeding (defined as any breeding that results in at least three (3) living and viable puppies), and Dog is spayed/neutered prior to reaching the age of 5-7 years, Guardian shall pay all expenses associated with Dog's spay/neuter by a veterinarian of Guardian's choosing. Spay/neuter shall occur within 60 days of the earlier of Dog reaching the age of 5-7 or Breeder's determination to spay/neuter prior to Dog reaching the age of 5-7 years.

Upon proof of spay/neuter under this Paragraph, Breeder shall transfer full legal ownership of Dog to Guardian and Agreement shall be deemed cancelled.

7. GROSS NEGLIGENCE AND LIQUIDATED DAMAGES

Guardian and Breeder acknowledge that given the unique characteristics of each canine used for breeding purposes, the impossibility of replacing a specific canine, the expenses associated with procuring and raising a canine for breeding purposes, and the lost profits from not being able to breed a canine, that damages for gross negligence would be difficult to calculate. Accordingly, Guardian agrees to pay Breeder \$7,500 as liquidated damages, and return Dog, if possible, to Breeder upon Breeder's request, in the event of, and only in the event of, gross negligence. For purposes of this Agreement, gross negligence is defined as:

- a. Failure of Guardian to seek prompt and timely veterinary care for an injury or illness to Dog that results in the death of Dog, the permanent disability of Dog, or Dog's inability to be used for breeding purposes; and/or
- b. Guardian intentionally and/or knowingly ignoring communications from Breeder, or failing to timely respond to Breeder that results in a missed breeding; and/or
- c. Failure to prevent Dog from having access to toxic chemicals that results in the death of Dog, the permanent disability of Dog, or Dog's inability to be used for breeding purposes; and/or
- d. Failure to properly contain Dog while traveling in a vehicle (crate or harness), that results in the death of Dog, the permanent disability of Dog, or Dog's inability to be used for breeding purposes; and/or
- e. Failure to properly supervise Dog (examples include, but are not limited to, leaving Dog unattended or exclusively in the care of an individual(s) under the age of 13) that results in theft of Dog, the death of Dog, the permanent disability of Dog, or Dog's inability to be used for breeding purposes; and/or
- f. Failure to properly and adequately exercise, maintain weight, and care for, Dog that results in the death of Dog, the permanent disability of Dog, or Dog's inability to be used for breeding purposes; and/or
- g. A failure to properly and/or adequately socialize and/or train Dog and such failure results in the death of Dog, the permanent disability of Dog, or Dog's inability to be used for breeding purposes; and/or
- h. Exposing dog to extreme temperatures (such as leaving in a vehicle) that results in the death of Dog, the permanent disability of Dog, or Dog's inability to be used for breeding purposes; and/or
- i. In the event Guardian has Dog spayed or neutered without the prior written consent of Breeder, Guardian shall pay Breeder liquidated damages of \$20,000.

j. In the event Dog dies due to circumstances beyond Guardian's control, and is not due to gross negligence as defined above, Guardian does not owe any payment to Breeder and this Agreement shall be terminated.

8. Guardian may return Dog at any time for any reason without penalty during the term of this Agreement. This is the only way Guardian may terminate this Agreement.

9. During the term of Agreement, Breeder may terminate Agreement and Guardian shall return Dog to Breeder in the event Breeder, in its sole discretion, determines that it is in the best interest of Dog to discontinue Agreement.

10. A faxed, copied or digital signature of this Agreement shall have the same full force and effect as an original.

11. This document represents the full agreement of the parties. Guardian and Breeder have not relied upon any representations not in this agreement.

12. This agreement shall be interpreted under the laws of the State of Indiana. Should any legal action be necessary, said legal action shall be filed in the appropriate court in Kosciusko County, Indiana. In the event that any legal action is taken to enforce any provision of this contract, said legal action shall be brought in the appropriate court located in Kosciusko County, Indiana.

Guardian's Signature: _____ Date: _____

Phone _____

Email _____

Breeder's Signature: _____ Date: _____

Mike Lehman