Chosen Road Keep Pomeranians

Hebe Alexander

725 Liberty Street

Ramseur, NC 27316

630-533-9463

**Guardian Home Contract**

NOTICE OF PURCHASE OF GOOD FAITH: All dogs have the potential for genetic or congenital disease or deformation. It is the Breeder’s job to try to minimize the possibility of these conditions through careful and selective breeding as well as DNA testing of breeding stock, and that is done with Chosen Road Keep dogs, in good faith. Please read all language in this contract, specifically the Health Guarantee portion, for full understanding of details concerning any contagious or hereditary defects.

Chosen Road Keep will be referred to in this document as the Breeder. The original purchasing party, and only the original purchasing party, will be referred to in this document as the Guardian.

This guardian home contract is for a Pomeranian puppy/dog between Guardian

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and Breeder Hebe Alexander of Chosen Road Keep.

**Guardian’s Telephone Number** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Guardian’s E-mail Address** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Color** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Sex**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Whelping Date** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Dam’s Name** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Sire’s Name** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Microchip Information** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ The dog is microchipped and the Breeder requires that she remain listed as a contact related to the microchip throughout the dog’s lifetime to help ensure the safety of the dog.

**Pick Up Date** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ The Guardian agrees to take possession of the dog on the date listed above. If the dog stays with the Breeder beyond this date, the Breeder reserves the right to charge the Guardian boarding at the rate of $\_\_\_\_\_\_\_\_ per day until the Guardian takes possession. The Guardian is financially responsible for any routine vetting (puppy visits, shots, worming, etc.) required during this time.

**REGISTRATION INFORMATION**

\_\_\_\_\_ This dog is being sold with specifically limited breeding rights for \_\_\_\_\_ months past the date when all health testing requirements are completed, solely at the discretion of the Breeder. The Breeder is responsible for completion and submission of AKC registration papers. At the end of the limited breeding rights period as stated above, the Breeder will transfer full registration to the Guardian. Full registration gives the Guardian the right to show and breed the dog.

Regardless of whether the dog is being sold with limited or full registration rights the Breeder offers no guarantee regarding disposition, conformation, temperament, size, weight, color or markings. The Breeder does not guarantee any other traits or behaviors the dog may develop as it matures.

1. **Terms of Guardianship:**
	1. The Guardian agrees to have the dog examined by the Guardian’s veterinarian at the Guardian’s expense within 48 hours of taking possession of the dog. If the veterinarian does not give the dog a clean bill of health the Guardian will immediately notify the Breeder and provide proof of the veterinarian’s diagnosis. The Breeder reserves the right to have the dog examined by a veterinarian of her choice to confirm the diagnosis and the Breeder will pay for this examination. Failure of the Guardian to provide proof of the examination results to the Breeder within 2 days renders this Health Guarantee null and void.
	2. Guardian will provide a home with a fenced yard and will keep the dog in a fenced yard or on leash at all times. Guardian will notify Breeder 30 days in advance of change of address or move, and must stay in the general vicinity of first address/city for agreement to continue with Breeder. Guardian will inform Breeder of vacations or planned absences. Any person caring for the dog in the Guardian’s absence must be approved in advance by the Breeder. Guardian is responsible to ensure that all persons residing with Guardian and dog understand and abide by the terms of this contract.
	3. Guardian will provide and pay for routine veterinary care including sick and well checkups, and will inform Breeder (emailing vet reports and records) of the outcome of all veterinary visits. Guardian will provide required immunization boosters, rabies immunization, monthly heartworm preventative, monthly flea/tick preventative treatments and other routine health checkups and treatments.
	4. Guardian will maintain the dog’s physical appearance with grooming, brushing, de-matting, and will keep nails clipped, as well as cleaning ears and teeth. Guardian is responsible for any and all surgeries related to proper dental care. Guardian will notify Breeder immediately with any health concerns, illnesses, accidents, etc. Within five days of taking puppy home, Guardian will send Breeder vet record for first exam, microchipping with number (if the dog is not already microchipped), and list of immunizations given. Guardian will make sure puppy has required set of immunizations completed and will send Breeder vet records from each exam.
	5. Guardian will provide Breeder with the name, address and telephone numbers for their veterinarian. Guardian will send Breeder copies of all exams and vet records within 5 days after the vet visits.
	6. Guardian is responsible for seeking prompt and appropriate veterinary care in the event of injury or illness of the dog. If choices need to be made regarding type of treatment, these choices must be presented to and made by the Breeder unless emergency treatment is required. Guardian will be responsible for routine vet costs and treatment for accidents or injury. If genetic health problems arise (patella, hips, severe heart problems) Guardian will not be responsible for costs to treat these issues. Any dog with severe genetic faults will not be bred and Guardian/Breeder will work out Guardian keeping/not keeping the dog and payment for treatment, depending on the problem.
	7. Guardian will surrender dog to Breeder whenever requested and on occasions such as, but not limited to, breeding, whelping, and vet visits. Guardian will meet Breeder half-way to transport dog for breeding and whelping, to deliver and to pick up.
	8. Guardian will owe Breeder $500 if the dog dies due to negligence on the part of the Guardian. Negligence is defined as: (1) failure to responsibly contain or supervise the dog; (2) leaving the dog alone in a vehicle if the outdoor temperature is over 65 degrees; (3) failure to prevent the dog from having access to toxic materials; (4) leaving the dog in the sole care of a person under the age of 14 years; or, (5) failure to provide containment of dog while in a moving vehicle (crate or canine safety tether/belt). If the dog dies due to accident beyond the control of the Guardian, the Guardian does not owe payment to the Breeders. If the dog dies due to non-treatable or genetic health issue, the Guardian will not be held responsible in any way. If the dog disappears during the contract period, Guardian will owe Breeder $500.
	9. Guardian will check the dog for signs of beginning heat cycles as per instruction by Breeder. The Guardian will notify Breeder when changes indicating impending heat cycles appear, and Breeder will let Guardian know when to deliver the dog for breeding. Guardian must deliver the dog to Breeder on the date(s) Breeder specifies.
	10. For whelping, Guardian will deliver dog to Breeder on date(s) specified by Breeder (approximately 7 days before litter’s due date), and will pick up dog after the puppies are weaned (when the puppies are approximately 7 weeks of age, to be determined by Breeder).
	11. Guardian will allow the Breeder a maximum of 3 successful breedings. A “successful breeding” is a litter with more than one living puppy. Breeder will determine the number of litters for this contract, not to exceed 3 litters.
	12. Guardian may return the dog to Breeder at any time, for any reason and the guardianship agreement will be terminated.
2. **Breeder Obligations:**
	1. The Breeder agrees to breed the dog only at the age of maturity and after all breed-required health testing and certifications are completed as recommended by the breed club and OFA, at the Breeder’s expense. The Guardian understands that breed-required health testing cannot be completed until after the dog is at least 2 years old. The Breeder reserves the right to resume possession of the dog if the dog is bred without these requirements being met.
	2. Breeder will provide written instruction to Guardians regarding nutrition, training and veterinary care, and will be available to answer questions and help Guardian whenever needed to answer questions about care, medical conditions, food, training, etc.
	3. Breeder will visit the Guardian home once a year.
	4. Breeder will approve of the Guardian’s choice of veterinarians.
	5. Breeder will retain ownership of the dog until the end of the Guardian Home Contract period, which will be after the delivery of 3 successful litters. At that time, Breeder will pay to have the dog spayed. Legal ownership of the dog will be transferred from Breeder to Guardian at this time.
	6. Breeder will be responsible for medical costs resulting from genetic health faults (patella luxations of a certain grade; hip problems of certain severity; heart murmurs of specific grades; and deformities resulting in unsuitability for breeding). Such dog will not be kept in breeding program, and the contract will be ended. Breeder will either provide Guardian with a replacement dog or will work with Guardian to amiably resolve the situation so that health issues are taken care of and Guardian can keep the dog if so desired.
	7. If the dog dies while in the Breeder’s care, Breeder will provide, free of charge, a replacement puppy or dog to the Guardian and the Guardianship relationship may either be continued or cancelled, decided by mutual agreement of Breeder and Guardian.
	8. At any time prior to the end of the contract – even if 3 successful litters have not been delivered - if it is determined by the Breeder that it is in the best interest of the Breeder or the dog that the dog be spayed and taken out of the breeding program, then legal ownership of the dog will be transferred to the Guardian after spaying (at Breeder’s expense).
	9. When Guardian picks up dog to take back home after weaning the litter, Breeder will pay Guardian $500. This payment will be due when Guardian picks up dog to return home, and Breeder will pay this fee to Guardian for every litter the dog brings while under this Agreement.
3. **Payment Terms:** the full purchase price for the dog is $500. A deposit of half the full purchase price, or $250, is required to reserve the dog. Payment of the deposit will be accepted in cash, money order or cashier’s check. This deposit will hold the dog until the Breeder determines it is ready to go to its new home. The balance must be paid in full on or before the pick-up date. Payment of the remainder of the purchase price must be cash only unless it is paid far enough in advance via check or money order to ensure that the funds are fully available to the Breeder. The Breeder will not accept electronic forms of payment. If full payment is not received within 5 days of the agreed upon pick up date the dog will be offered for sale to other individuals. The deposit is non-refundable unless the dog is found to be unfit for sale. On agreement between the Breeder and the Guardian, the deposit may be transferred to another litter. All other terms of this contract are in effect at time of physical transfer of the dog to the Guardian.
4. **Pick-up Arrangements:** the earliest pick-up date will be determined by the Breeder and the Breeder will work with the Guardian to agree on a pick-up date on or after that earliest pick-up date. Puppies can be picked up by the Guardian or a bonded puppy nanny. The Breeder is not responsible for arrangements between the Guardian and a puppy nanny but the Breeder will not release a dog to any person other than the Guardian without proof of bond and insurance, a certified letter from the Guardian releasing the Breeder of all responsibility for the health and well-being of the dog while it is in the possession of the puppy nanny, and appropriate transportation including a secured crate. The Breeder is not responsible for making transportation arrangements and is not responsible, directly or indirectly, for any transportation costs, inconvenience or delays in transportation.

The Guardian understands that should the terms outlined in this contract be ignored or disregarded, or if any attempt is made to break this contract, it will be considered a Breach of Contract. In such an event the Guardian agrees to pay the Breeder a fine equal to the full purchase price. The Guardian also agrees to forfeit possession of the dog back to the Breeder.

This contract contains the entire agreement between the parties and no statement or verbal agreements that are not contained in this written contract are valid or binding. This contract will not be modified or altered except in writing and accompanied by the signature of both parties. Violations of any element of this contract will constitute Breach of Contract. Both the Breeder and Guardian will retain copies of this contract.

I have read and understand the stipulations of the contract and voluntarily agree to all elements, stipulations and provisions herein.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_Hebe Alexander, Breeder

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