



GUARDIAN AGREEMENT

This agreement (“**Agreement**”), dated as of _____ (the “**Effective Date**”) is between _____ (“**Guardian**”), and Shurbeez Shih Tzu LLC, Sheri Stevens, (“**Breeder**”). 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 #:** _____

Breeder and Guardian agree as follows:

1. Ownership. Ownership and all right, title, and interest of the dog shall remain with the Breeder from date of contract to such time that the Breeder shall, (at its sole discretion) by WRITTEN evidence, transfer ownership of the dog to the 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 the Guardian. Guardian shall retain possession without ownership of the dog subject to the terms and conditions of this Agreement and shall provide physical care to and supervision of the dog subject to the terms and conditions of this Agreement. Until the contract is complete all registration, microchip identification, etc. will remain in the Breeder’s name.

3. Breeding. This dog is under contractual obligation to produce litters. Female dogs will remain under contract until at least 4 litters are produced or 5 years old, at Breeder discretion. A litter is defined as 4 or more puppies. Male dogs remain under contract until the age of 8 years old or sooner if deemed by Breeder. Breeder does breed back to back starting with the first heat cycle after 14 months of age, depending on the female's health, mothering skill, and recovery from previous whelping. Heats may be skipped for breeding upon Breeder assessment and/or recommendation of our Reproduction Specialist Veterinarian. Male dogs can be used for breeding at the age of 1 year old, for at least four litters per year, depending on Breeder’s program needs, until the age of 8 years old.

4. Spay or Neuter. Breeder will pay for the spay or neuter of the dog when the contract is complete.

- A. If, for any reason, a female dog is unable to complete the contract with the listed number of pregnancies, the Guardian will pay for the spay.
- B. If, for any reason, a male dog is not used to produce 4 or more litters Guardian will pay for the neuter.

5. Breeder 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. Guidelines. Provide written instruction (see Appendix A) to the Guardian regarding nutrition, training, pregnancy, breeding and veterinary care, identification of estrus (heat cycles), expected dietary guidelines and other instructions for the health care of the dog including worming, vaccination, supplements, etc.
- B. Designated Veterinarian. With input from Guardian, designate the veterinarian who will provide veterinary care for the dog and, solely for the purpose of facilitating such care, add Guardian's name as Guardian Co-owner on the veterinarian records.
- C. Maintenance. Approve the choice of medications, food, treatment, and supplements used on or for the dog.
- D. Expenses. Be responsible for payment of all veterinary care related to breeding and whelping (genetic testing, whelping supplies, breeding supplements, c-section, litter expenses, brucellosis testing) and weaning the dog.
- E. Stud. Breeder will request the services of any MALE dog with a minimum of 3 days' notice, maximum of 2 weeks' notice and will take possession of the dog at the appropriate time. If services of MALE dog are requested with less than 3 days' notice, Breeder will arrange pick-up from Guardian's home.
- F. Female. If the dog is a female, provide (i) information to Guardian relating to her proestrus 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 estrus.
- G. Temperament. Not be responsible for the temperament or personality of said dog as the Breeder has no control over the environment, care, or handling of the dog once it has left our care.
- H. Repossession. At any time if the Breeder determines that the dog is not receiving the necessary care, is in harm's way in the Guardian's home, the Guardian has falsified application answers, been dishonest, or has withheld necessary information, not displaying emotional or physical wellness, or the dog is unsafe or not thriving in the Guardian's home the Breeder may at any time repossess the dog and the Guardian Contract will be terminated with no expectation of a Guardian Fee Refund.

6. Guardian Obligations During the time the dog remains in the possession of the Guardian and during the terms of this Agreement, Guardian shall:

- A. Fee. Pay the Guardian Fee of this dog **\$1000. This fee is to participate in the Guardian Program and not the cost of the dog.**
- B. Proper Care. Provide good and proper care of the dog. Such care includes but is not limited to:
 - a. Provide regular veterinary care by our approved, licensed veterinarian (Designated Veterinarian), (see appendix A) as needed, at Guardian expense, including but not limited to the following care:
 - i. Regular vaccinations including rabies, Distemper series, Canine CoronaVirus, and Bordetella. Vaccinate with Canine Influenza if recommended by a veterinarian.
 - ii. Yearly wellness exam at an approved, licensed veterinarian.
 - 1. If any conflicts arise from the care of the dog under the care of Guardian's chosen veterinarian, Guardian will relinquish care of the dog to Breeder's veterinarian for all care and veterinary services.
 - iii. Seek veterinary help for injury, illness, or disease.
 - iv. The Guardian will never allow Designated Veterinarian to administer leptospirosis vaccine unless Breeder has given approval and:
 - 1. The dog is over 1 year in age or
 - 2. There is an outbreak requiring protection from the virus.
 - v. Administer monthly flea, tick and heartworm medications only as approved by Breeder and if prescribed or approved by Designated Veterinarian. Breeder will provide a list of safe medications for breeding dogs, (see appendix A).

- vi. Guardian must also provide Breeder the dates of treatments & any copies of any vet care documentation for Breeder's own records.
 - vii. Not choose or allow any *elective* veterinary procedures or surgeries to be performed on the dog without the written consent of the Breeder. The exception to this is dental procedures, anal gland expression, ear cleaning or other non-invasive procedures as suggested by a veterinarian.
 - viii. Consult with the Breeder at the first sign of illness or injury, seek treatment from an approved licensed veterinarian, and pay for costs associated with such care as deemed necessary by the veterinarian.
 - ix. Only use the services of the Designated Veterinarian, unless otherwise approved by Breeder or an emergency situation requires Guardian to use the services of another veterinarian. Guardian must designate Breeder as the dog's legal owner in all records with the Designated Veterinarian (or other veterinarian) and ensure Breeder has complete access to all of the dog's medical information;
- b. Not allow access to any toxic substances.
 - c. Provide a safe, caring, mentally stimulating, and beneficial home and lifestyle for the dog.
 - d. If female, Guardian will Not own any intact or neutered male canines. If male, Guardian will Not own any intact female canines.
 - e. Restraining dog with a leash when outside Guardian's home or yard, (female) especially during proestrus and estrus, (male) at all times.
- C. County License. License the dog with the County in which the Guardian lives and keep the license current.
- D. Maintenance. Properly maintain, contain, train and care for the dog using methods approved by the Breeder and outlined in the provided Guidelines, (see appendix A). This includes but is not limited to:
- a. Feeding approved foods, daily NuVet supplements and/or any other supplements requested by Breeder.
 - b. Dog will be taught basic manners, obedience, crate training, normal and extensive socialization, and/or other necessary training.
 - c. Dog will be house trained within the first year with the Guardian.
 - d. Dog will always be on a leash in public.
 - e. Containing the dog in a crate or seatbelt harness while in a car.
 - f. Never leave the dog outside for extended periods of time, or if Guardian is not at home.
 - g. Never take the dog to a 'dog park', 'doggy daycare facility', or otherwise allow access to any unsterilized canines.
 - h. Never allow dog access to any area outside their own home or their own fenced yard before the dog is fully vaccinated.
 - i. Never leave the dog in the sole care of any minor.
 - j. Never allow physical harm, emotional abuse, teasing, abuse, neglect, or other detrimental conditions while in the Guardian's care.
- E. Breeding/Whelping. Guardian will deliver and pick up the dog from Breeder upon Breeder's request for vet appointments, semen collection, breeding, and/or whelping purposes.
- a. Guardian agrees NOT to use or allow the use of the dog for breeding purposes except as those arranged for by the Breeder.
 - b. Likewise, Guardian will inform the Breeder of the beginning of every heat cycle, (if female dog).
- F. Grooming. Maintain the condition of the dog with:
- a. regular brushing (daily),
 - b. regular nail trimming (at least every 3-4 weeks),
 - c. regular baths (at least once every month, or sooner if smelly or soiled),
 - d. coat grooming/trimming (at least every 4-6 weeks).
 - e. face and eye washing daily to avoid tear stains.
- G. Exercise. Guardian will maintain the dog at a healthy weight, by providing the dog with adequate exercise on a daily basis.

- H. Expenses. Pay for regular care and maintenance, food-related expenses, NuVet vitamins, training, and veterinarian appointments and expenses not related to breeding.
- I. Visitation. Guardian will bring the dog to the Breeder whenever requested and on occasions such as, but not limited to, periodic visits to Breeder's home, breeding, whelping, and veterinary visits for any necessary breeding tests, etc. Breeder can visit the home of the Guardian at any time the Guardian is home with or without prior notice.
- J. Vacation/Absences. Notify Breeder at least **30 days in advance** of any scheduled vacations or any planned absences from 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. Guardian may board the dog with Breeder free of charge for any vacation or planned absence, or Guardian shall schedule and pay for all related boarding expenses for the dog and will only use a boarding facility that is previously approved by Breeder.
- K. Residence. At all times maintain a primary residence at which the dog will be kept that is within 45 minutes of Breeder's primary residence. The distance negotiable before the contract is signed.
- L. Insurance. Guardian encouraged to, but not required to maintain accident/illness coverage for the dog while in Guardian's care at their own expense.
- M. Ongoing Communication. Both parties agree to promptly notify the other of any change of address, email or phone number.

Guardian's failure to meet any of these obligations, requirements listed in the Appendix A, discussed verbally, or in writing with the Breeder, can result in violation of contract, the dog being removed from the Guardian home, termination of the Guardianship Agreement with no expectation of refund, and immediate return of the dog to the Breeder.

7. 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 \$5,000 for any enumerated violations of this contract or pay, as a penalty, as outlined below for loss of breeding potential or dog bred without permission:

- A. Amount sought for Loss of Female and her potential litters:
 - a. Current market value of this dog with full AKC rights is \$4,000, this contracted dog shall provide at least 4 litters with an average of 4 puppies.
 - b. Market value of a pet quality puppy from Shurbeez Shih Tzu is \$2,800 for limited AKC registration and \$3,800 for breeding and show prospects with full AKC rights.
 - c. The loss of litter potential sum is computed by adding the market value of the dog (\$4,000) to the expected total litter average amount. This amount is computed by multiplying the average number of puppies per litter (4) multiplied by the current selling price and multiplying that product sum by the unfulfilled number of litters.
 - d. For example: 1 year old female, never bred, has the obligation of at least 4 litters with an average of 4 pups per litter. Amount sought would be: \$4,000 for the dog plus Four litters multiplied by 4 puppies in an average litter multiplied by \$2,800 per puppy, monetary compensation for loss of breeding potential would be equal to \$48,800 awarded to Breeder.
 - e. If a female dog is bred to a dog without the permission of the Breeder the dog will immediately be surrendered to the Breeder with no compensation owed to Guardian, Guardian will also pay a fine of \$11,800 for missed breeding potential of one litter.

- B. Amount sought for loss of Male and his potential services:

- a. Current market value of this dog with Full AKC rights is \$4,000.
 - b. Stud service fee for this dog is \$4,000 per service.
 - c. This contracted dog shall provide stud service to no less than 4 litters, be available for use up until age 8, and provide service to produce at least 4 litters per year.
 - d. For example: at age 3 the dog has 5 contracted years left with at least 4 services provided each year. That's 20 services lost at the price of \$4,000 each plus the cost of the dog. Monetary compensation for loss of breeding potential would be equal to \$84,000 awarded to Breeder.
 - e. If male dog is bred to a dog without the permission of the Breeder the stud dog will immediately be surrendered to the Breeder, Guardian will pay the \$4,000 stud fee to the Breeder, in addition to a fine of \$2,800 per puppy whelped.
- C. Violations of contract is construed as but not limited to:
- A. Guardian, independently and without the expressed written consent of Breeders, has the dog spayed or neutered.
 - 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;
 - C. Guardian absconds with the dog, or transfers possession of dog to anyone other than Breeder.
 - D. 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).
 - E. Guardian fails to inform Breeder of any change in Guardian' address.
 - F. Guardian ceases communication with Breeder, is dishonest, or actively hides information pertinent to the dog.
 - G. Guardian refuses to bring the dog to Breeder for visits, breeding, testing, or whelping on a given date.
 - H. Guardian fails to inform Breeder of the female's heat cycles, provide veterinary visit records, or proof of county licensing.
 - I. Theft of the dog due to lack of supervision.
 - J. Injury, abuse, or neglect of the dog by an immediate family/household member.
 - K. Guardian refuses to follow Guidelines provided in Appendix A.
 - L. Disregarding any requirement from Guardian obligations (section 6) or Appendix A that are not met.

8. Illness, Injury or Death of the dog while in Guardian's care: The Guardian is responsible for seeking and paying for 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 and Breeder is unavailable to consult. 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, at Breeder's sole discretion, the Guardian agrees to pay for the full necropsy the dog and provide the resulting report, in its entirety, 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 Guardian's negligence, Guardian will pay Breeder, in cash, a sum of \$4000 (price of dog), plus remaining contracted amount for contracted breeding (see section 7 above) within thirty (30) days of the dog's death. Negligence as used herein, includes, but is not limited to the following:

- A. Failure to contain or supervise the dog in a responsible manner.
- A. Leaving the dog alone in a vehicle or outside exposed to the elements.
- B. Failure to prevent the dog from having access to toxic materials.
- C. Failure to provide safe means of containment while the dog is in a moving vehicle (use of a crate or canine safety belt is required).
- D. Leaving the dog in the sole care of a person under the age of 18 years of age.
- E. Failure to provide adequate food and water to sustain life.
- F. Refusing or not providing regular veterinary care, treatment for illness, and vaccination.

G. Negligent or abusive care or maintenance of the dog.

9. Death of the Dog while in the Breeder's care. 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.

10. Transfer of ownership and sterilization of a proven breeding dog . 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 transfer ownership to Guardian at no cost to Guardian.

- A. Female. Breeder is entitled to a total of 4 litters prior to the dog reaching 5 years of age (with each litter to consist of at least 4 live puppies). If the total yield of puppies is less than 16 live puppies, Breeder will be entitled, at Breeder's option, to exceed 4 litters.
- B. Male. Guardian agrees the dog may be used for breeding until the age of 8 years.
- C. Spay/Neuter. At the end of the 8 year contract for a male and 5 years if female, or sooner if Breeder deems acceptable, said dog will be surgically sterilized at the Breeder's expense if all contractual obligations are met. If for any reason the contractual obligations were not met, Guardian will pay for the surgical sterilization. Legal ownership of the dog will be transferred from the Breeder to the Guardian, in writing, after surgery is performed and proof provided to Breeder if paid for by Guardian.

11. Transfer of Ownership - Potential Breeder or Potential Sire. 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, conditioned upon the Guardian paying all costs to spay or neuter the dog prior to transfer.

- A. If the reason that the guardian dog will not be bred is due to Guardian negligence in training, care, etc. the Guardian will be asked to pay for professional training, forfeit the dog to the Breeder, or pay the full cost of the dog (\$3,000 remaining).
- B. If the dog has not been used for the reason that the guardian has not informed the Breeder of heat cycles, Breeder will take possession of the dog until the dog retires, at which time the Breeder may or may not return the dog to the Guardian, at Breeder's sole discretion.

12. Return of the dog. The Guardianship Agreement will be terminated, with no expectation of refund or further obligation of either Breeder or Guardian.

13. 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.

14. 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 legal owner of the dog, to possess the dog during the resolution of such dispute.

15. 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 mediator and/or mediation service provider.

16. 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 failure to uphold Guardian's obligations arise from a dispute, Breeder will have the right, at Breeder's election, as legal owner of the dog, to repossess 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.

17. 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 Utah without regard to the conflicts of laws provisions thereof.

18. 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:

Name:

Address:

Address:

Email:

Email:

Phone:

Phone:
