

Rhalvek European Danes
www.RhalvekEuropeanDanes.com
509-919-7552

Guardian Home Contract

This is an agreement between Rhalvek European Danes and Buyer(s)

Full name: _____
Address: _____
City/State/Zip: _____
Email: _____
Phone Number: _____

Puppy Information:

Puppy Name: _____
Sire: _____ Dam: _____
Registry: _____ AKC _____
Breed: _____ Great Dane _____ Whelp Date: _____
Color: _____ Markings: _____
Sex: _____ Registration: _____ GUARDIAN HOME _____

1. Purpose of Agreement. The purpose of this agreement is to define the terms and conditions of a Guardian home Agreement between _____ hereafter referred to as "Guardian(s)", and Rhalvek European Danes, hereafter referred to as "Breeder".

Sign: _____ **Date:** _____

2. Agreement Participation: This agreement is about dog _____, with markings of _____. He/ She has AKC papers that will remain with the breeder until the contract is fulfilled. The microchip number for this dog is _____.

Sign: _____ **Date:** _____

3. Ownership. Ownership shall remain with the Breeder for 8 years or such time that the Breeder shall, by WRITTEN evidence, transfer ownership of the dog to the Guardian(s). Likewise, any puppies born to a female dog or any semen from a male dog shall be the sole and separate property of the Breeder and the Guardian(s) shall have no ownership or possession rights to any use of the semen. Upon completion of this Agreement, Breeder shall

transfer possession of the dog to Guardian(s). Along with all of the registration papers, and any other pertinent information.

Sign: _____ **Date:** _____

- 4. Breeder Obligations:** Breeder will provide written instruction to the Guardian(s) regarding nutrition, training and veterinary care. Breeder is responsible for dietary guidelines and other instructions for health care of the dog including worming and vaccination, if applicable. Breeders will visit the Guardian home a minimum of 6 times per year at pre-arranged times. One unannounced visit may occur in each year. Breeder ultimately has the legal right to approve the choice of the dog's veterinarian. Breeder shall pay for all veterinary expenses as related to **breed-related costs**. (hip x-rays, eye exams etc.) and return the dog when testing is complete. Breeder will request 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. Failure to meet these obligations can result in the Guardian terminating the Guardianship agreement, resulting in the return of the dog to the Breeder.

Sign: _____ **Date:** _____

- 5. Guardian Obligations:** Guardian(s) must provide vet care as needed, at Guardian(s) expense, including the following: regular vaccinations including rabies vaccine. Administer monthly flea, tick and heartworm medications only as approved by Breeder. Guardian must also immediately provide Breeder the dates of treatments & any vet care documentation for Breeder's own records. Guardian(s) may not choose or allow any elective veterinary procedures to be performed on the dog without the written consent of the Breeder. Guardian(s) must license dogs with the County in which Guardian(s) lives and keep license current. Guardian(s) are responsible for properly maintaining, containing, training and caring for the dog using methods approved by the Breeder. Guardian(s) must follow Breeder's nutritional guidelines, exercise the dog appropriately, pay for care and food-related expenses, and pay for visits to the veterinarian not related to breeding. Guardian(s) must surrender the dog to the Breeder whenever requested and on occasions such as, but not limited to, breeding and veterinary visits. Guardian(s) must inform Breeder of vacations and planned absences. Any persons caring for the dog in Guardian(s)' absence must be approved by the Breeder in advance. Guardian(s) agrees to cooperate in arranging transport of the dog to assigned location upon Breeder's request for testing and collection. Alternative arrangements may be made at Breeder's discretion and should be agreed upon by both parties. Guardian(s) may not use or allow the use of the dog for breeding purposes except as those arranged for by the Breeder. Guardian(s) are responsible to ensure that all persons residing with the Guardian(s) and the dog understand and abide by the Guardian contract.

Sign: _____ **Date:** _____

- 6.** Failure to meet any of these obligations can result in the dog being removed from the Guardian home and termination of the Guardianship agreement. No refund would be issued in this situation of guardianship. No Exception will be made, there will be no payments to the

guardian home. IF, prior to transfer of ownership from Breeders to Guardian(s), the following occurrences happen, the Guardian(s) agree to pay the Breeders the sum of \$4500.00:

-Guardian, independently and without the expressed written consent of Breeders, has the dog spayed or neutered. Guardian intentionally causes injury to the dog that prevents the dog from breeding or intentionally or out of negligence causes death of the dog. Guardian absconds with the dog, transfers possession dog to anyone other than Breeder, fails to advise Breeder of any change in Guardian(s)' address, or ceases communication with Breeder.

Sign: _____ **Date:** _____

7. Illness, Injury or Death of the dog while in Guardian's care:

The 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. If the dog dies due to negligence on the part of the Guardian, the Guardian owes the Breeder \$4500.00. Negligence is defined as: Failure to contain or supervise the dog in a responsible manner. Leaving the dog alone in a vehicle if the outdoor temperature is over 65 degrees. Failure to prevent the dog from having access to toxic materials. 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). Leaving the dog in the sole care of a person under the age of 14 years of age. If the dog dies accidentally due circumstances beyond the control of the Guardian, the Guardian does not owe any payment to the Breeder.

Sign: _____ **Date:** _____

8. Transfer of ownership of a proven breeding dog. At the end of the 8-year contract, or sooner if Breeder deems acceptable, said dog will be neutered/spayed at the Breeder's expense. Legal ownership of the dog will be transferred from the Breeder to the Guardian at this time.

Sign: _____ **Date:** _____

9. Return of the dog. The Guardian may return the dog to the Breeder at any time and for any reason and the Guardianship agreement will be terminated.

Sign: _____ **Date:** _____

THIS CONTRACT IS MADE AND SIGNED BY BOTH PARTIES TO ENSURE THE WELL BEING AND PROTECTION OF THIS DOG. THIS CONTRACT CONSTITUTES THE FULL AGREEMENT BETWEEN GUARDIAN HOME AND BREEDER. NO OTHER WARRANTY, VERBAL OR WRITTEN, IS IMPLIED. THIS AGREEMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF WASHINGTON AND ANY LEGAL ACTION MUST BE BROUGHT IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON. ALL LEGAL FEES AND COSTS ASSOCIATED WITH SAID ACTION WILL BE PAID BY GUARDIAN(S).

Saved copy will be in your files with your signature

Guardian Home's signature: _____ Date: _____

Guardian Home's Printed Name: _____

Guardian Home's Driver's license number: _____

Breeders signature: _____ Date: _____

Breeders printed name: _____ Christine Smith (Rhalvek European Danes) _____

Breeders phone number: _____ 509-919-7552 _____

WELCOME TO THE FAMILY! <3

Training information:

- We Expect that puppies be socialized highly with other dogs, kids, and people as often as you can.
- We recommend the dog park, after all the proper vaccines have been given - We expect the puppies to know how to walk on a leash and pull -We need the dogs to know basic manners, sit, laydown, leave it.
- All studs should be friendly with any dogs, including males. All females should be friendly to all dogs and people

Vet information:

- Puppies need to have their age appropriate shots (at 15 weeks they need their final booster)
- Monthly deworming
- 6-month rabies' shots (and then either yearly or twice a year after that)
- Yearly boosters for parvo and kennel cough
- Yearly check ups
- Flea and tick preventative
- With all vet information, please send copies of what was done to the breeder!