



Partner Family Agreement and Contract

This agreement ("Agreement"), dated as of _____ (the "Effective Date"), is between Cindy Anne Broz, Miss Cindy's Doodles ("Breeder"), and _____ ("Partner").

The subject of this Agreement is the guardianship of the dog ("dog").

- **SIZE & BREED:**
- **SEX:**
- **NAME:**
- **DATE OF BIRTH:**
- **MICROCHIP:**
- **REGISTRATION:**
- **DESCRIPTION:**

The Breeder and Partner agree as follows:

1. **Ownership.** Ownership and all right, title, and interest of the dog shall remain with Breeder until Breeder (at its sole discretion) transfers ownership of the dog to Partner. Any puppies born to a female dog shall be the sole and separate property of Breeder and Partner 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 Partner 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 Partner. Partner shall retain possession of the dog and shall provide physical care to and supervision of the dog subject to the terms and conditions of this Agreement.

3. Breeder's Obligations and Rights. During the time the dog remains in the possession of the Partner and during the term of this Agreement, Breeder shall:

- a) **Dietary Guidelines/Instructions.** Provide Partner with dietary guidelines and instructions regarding preventive health care for the dog.
- b) **Designated Reproductive Veterinarian / Clinic.** All health testing, and breeding related vet care is to be done at:

Subzero Canine Reproduction

27727 Jefferson Ave., Ste. 101

Temecula, CA 92590

or

Mohnacky Animal Hospital (Samantha Souther, DVM, DACT)

2505 S. Vista Way

Carlsbad, CA 92008

(Breeder will notify Partner of any changes to **Designated Reproductive Veterinarian / Clinic.**)

- c) **Female Dog.** If the dog is a female, provide (i) information to Partner relating to her proestrus so that Partner can uphold its obligation to recognize when the dog reaches proestrus and immediately notify Breeder.
- d) **Breeding/Semen Collection.** When it is time for breeding or semen collection, Breeder has the right to take possession of the dog from Partner until the process is completed at which time the dog will be returned to Partner's possession.
- e) **Possession.** If the dog is a female, Breeder has the right to take possession of the dog approximately 5 to 7 days prior to whelping and provide care and supervision of the dog until weaning of her puppies is complete.
- f) **Visitation Rights.** Breeder has the right to (i) visit Partner's residence at least two times in each calendar year (at times that are mutually agreed upon by Breeder and Partner), (ii) visit Partner's residence once each calendar year without prior notice (between the hours of 10am and 8pm), and (iii) request additional visiting times, which Partner will agree to so long as Breeder provides advance notice and has a reasonable basis for requesting such additional visits.
- g) **Expenses.** Breeder will be responsible for payment of all veterinary care related to breeding, whelping, and weaning.
- h) **Insurance.** If the dog is a female, Breeder will provide reimbursement for health insurance upon first litter and subsequent litters. If the dog is a male, Breeder will (ii) provide reimbursement for health insurance yearly. (iii) Reimbursement is up to but not exceeding \$240 per year. Reimbursement shall be paid by Breeder to Partner at the end of each calendar year. Partner will provide receipts and proof of continuous coverage for health insurance to Breeder upon request.
- i) **Vacation/Absences.** Breeder will board the Partner Dog when the Partner Family is out of town, if circumstances allow.

4. Partner's Obligations. During the time the dog remains in the possession of the Partner and during the term of this Agreement, Partner shall:

- a) **Proper Care.** Provide good and proper care of the dog. Such care includes, but is not limited to (i) safely confining the dog by using a traditional 6-8 ft. tall fenced yard and restraining the dog by using a leash whenever outside the Partner's house or yard, especially during proestrus and estrus, (ii) maintaining the dog at a healthy weight, including by providing the dog with adequate exercise on a daily basis and (iii) providing basic obedience training for the dog, (iv) ensure the dog is compliant, kennel/crate trained, house trained, leash trained, and does not jump, mouth, or excessively bark. Partner further agrees not to have intact male and female dogs living in the same home.
- b) **Preventive Healthcare / Dietary Guidelines.** Follow Breeder's instructions regarding preventive health care and dietary guidelines and pay all costs and expenses associated with feeding the dog, including supplements. *Partner must consult Breeder and obtain Breeder's written approval before any change in diet or supplements are implemented.*
 - i. Miss Cindy's Doodles uses pawTree® food and supplements exclusively for the health and wellness of all our dogs. See attached list of food and supplements the Partner will need to order and maintain use of.
- c) **Veterinary Appointments.** Pay for veterinary appointments and expenses, including but not limited to annual inoculations, rabies vaccine, and semi-annual fecal tests.
- d) **Medication.** Administer and pay for any monthly [flea, tick, and heartworm medications] as approved, *and only as approved and required by Breeder.* Partner must provide Breeder with dates of preventive treatments when female dog is returned to Breeder prior to whelping or when taken for breeding-related veterinary services; or when male dog is returned to Breeder for stud services or when taken for breeding-related veterinary services.
- e) **Illness & Injury.** Promptly notify Breeder at the first sign of any illness or at time of any injury and pay for any veterinary visits due to such illness or injury while in Partner's care.
- f) **Ownership Designation.** Partner 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 the dog's medical information.
- g) **Transport to Breeder.** If the dog is a female, Partner will deliver and pick up the dog from Breeder upon Breeder's request for vet appointments, breeding, and/or whelping purposes.
- h) **Vacation/Absences.** Notify Breeder at least 14 days in advance of any scheduled vacations or other absences from the Partner'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), Partner shall notify Breeder as promptly as possible. Partner 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.
- i) **Residence.** At all times maintain a primary residence at which the dog will be kept that is (i) within one hour by car from Breeder's primary residence (set forth below).
- j) **Communication.** Provide monthly updates along with photos of dog.
- k) **Grooming.** Provide grooming and basic coat care for the dog every 6 to 8 weeks by a licensed groomer or if approved by Breeder, Partner may provide directly appropriate grooming so long as a healthy coat is maintained.
- l) **Insurance.** Maintain accident/illness insurance health coverage for the dog while in Partner's care unless waived by Breeder in writing.
- m) **Training.** Pay for and attend an approved basic puppy obedience class.
- n) **Female.** Notify breeder within 48 hours of first signs of proestrus.

5. Ongoing Communications. Both parties agree to promptly notify the other of any change of address, email or phone number.

6. Removal of Dog. If Partner violates any of the terms of this Agreement, Breeder may remove the dog from Partner's possession, and this Agreement will immediately terminate.

7. Death of Dog in Partner's Possession. Partner 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, Partner agrees to necropsy the dog and provide the resulting report 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 Partner's negligence, Partner will pay Breeder a sum of \$5,500 in cash 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.
- b) Leaving the dog unattended in a vehicle if the outdoor temperature is over 65° Fahrenheit.
- c) Theft of the dog due to a lack of supervision.
- d) Leaving the dog in the sole care of a person under the age of 14 years of age.
- e) Failure to prevent the dog from accessing toxic materials.
- f) Allowing the dog to become excessively overweight.

8. Death of Dog in Breeder's Possession. 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.

9. Transfer of Ownership - Proven Breeder or Proven Sire. 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 Partner at no cost to Partner.

- a) If the dog is a female, Breeder is entitled to a total of 4 litters prior to the dog reaching 6 years of age (with each litter to consist of at least 3 live puppies). If the total yield of puppies is less than 3 live puppies for any given litter, Breeder will be entitled, at Breeder's option, to exceed 4 litters.
- b) If the dog is a male, Partner agrees the dog may be used for breeding until the age of 6 years. Breeder may, at Breeder's sole option, spay or neuter the dog prior to transferring ownership to Partner, and the costs related to such spaying or neutering shall be paid by Breeder. Breeder may instead require that Partner spay or neuter the dog within 30 days of transferring ownership of the dog. If Breeder so elects, Partner agrees to spay or neuter the dog within the specified time frame and bear all associated costs.

10. Transfer of Ownership - Potential Breeder or Potential Sire. If, within 2 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 the Partner for a price of \$1,000 which the parties agree is the fair market value for an altered, trained, adult dog. This right to purchase is, however, conditioned upon the Partner paying all costs to spay or neuter the dog prior to purchase.

11. 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, Partner will be subject to, and hereby agrees to pay, as a penalty, the sum of \$10,000 (the “**Penalty Amount**”) for any of the following enumerated violations of this contract:

- a) Partner has the dog spayed or neutered without Breeder’s express written consent.
- b) Partner 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) Partner absconds with the dog or ceases communication with Breeder; or Partner allows the dog to breed or be bred without Breeder’s expressed written consent (each such occurrence shall subject Partner to the Penalty Amount).

12. Indemnity; Attorney’s Fees. Partner agrees to indemnify and hold harmless the Breeder from and against all claims, liabilities, losses, costs, damages (including costs and reasonable attorney’s fees) resulting from third-party claims against Breeder due to Partner’s possession of the dog.

13. Confidentiality of Disputes; Possession. Partner 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. If a dispute arises, the Breeder may retain possession of the dog until it is resolved.

14. 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.

15. Inability to Fulfill Agreement. Both parties acknowledge and agree that unforeseen circumstances may arise in which it becomes impossible for Partner to uphold Partner’s future obligations under this Agreement. In such circumstances, Partner must immediately notify Breeder and provide a detailed, written statement of the circumstances that render future performance impossible. Upon receipt of Partner’s written statement, Breeder shall have the right to take full possession of the dog. If Breeder does take possession of the dog pursuant to this section, Partner 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.

16. 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 California without regard to the conflicts of law’s provisions thereof.

17. Miscellaneous.

- a) 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.
- b) Should any provision of this Agreement be 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.
- c) 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 & Contract effective as of the Effective Date.

BREEDER: Miss Cindy's Doodles

Name: Cindy Anne Broz
Address: 33084 Corte Ganso
Temecula, CA 92592
Email: misscindysdoodles@gmail.com
Phone: 951-240-0448

PARTNER:

Name:
Address:
Email:
Phone:

Signature

Date

Signature

Date

♥ Petite Goldendoodles ♥

Health Tested Parents
Hand Raised Puppies