

# Guardian Boerboels

## GUARDIAN FAMILY HOME AGREEMENT

This contract is entered on this \_\_\_\_\_, 2018 between \_\_\_\_\_ known hereinafter as GUARDIAN(S), and Guardian Boerboels (BREEDER), located in Lake Stevens, Washington.

Thank you for choosing Guardian Boerboels as the breeder of your new family member. We hope that you will be more than happy with your loving and loyal companion; here at Guardian Boerboels our most important goal is to have customer satisfaction. Please review the terms and regulations below. As the breeder, we will be here for all of our customers for any questions before, during and after the purchase of your new Boerboel puppy. You must know the Boerboel is a Dominant, Athletic, Guardian Breed, and is not for everyone. Please make sure that you do your research and ask lots of questions before you buy your new puppy, so you are aware of how to raise your new Guardian Boerboel family member.

Breeders are in the business of breeding Boerboels dogs and would like to place a Boerboel dog owned by the Breeders with the Guardians. The Guardians agree to provide physical, loving care and to provide supervision of the dog as stated in this agreement. Both parties (Breeders and Guardians) agree to be legally bound by the following agreement:

The intent of this agreement is to provide Guardian with a Boerboel at no purchase price in order for Breeder to have dog included in Guardian Boerboels breeding program. Guardian will pay breeder a **\$500 security deposit**, which will be returned at the completion of this contract.

**Ownership** of this dog remains the property of the Breeders, Christina and John Graff, for a period of five (5) years for females OR the completion of four (4) FULL litters, whichever occurs first. Males until they turn 6 years of age. At that time, ownership will transfer to Guardian and dog will be spayed/neutered at Breeder's Expense. Breeder will only pay up to \$200-\$250 for the surgery. If the Guardian chooses a vet that charges an amount that is more than the average in Washington State, Guardian will be responsible for paying the difference. Likewise, any puppies born to a female dog or any semen from a male dog shall be the sole and separate property of the Breeders and the Guardians shall have NO ownership or possession rights to any use of the semen. Upon completion of this Agreement, Breeders shall transfer possession of the dog to Guardians. Guardians shall retain possession of the dog and shall provide physical care to and supervision of the dog subject to the conditions of this Agreement.

**Guardian will take possession on** \_\_\_\_/\_\_\_\_/\_\_\_\_.

**Breed:** South African Boerboel      **Registry:** SABBS / NABBA      **Gender:** Male/Female

GUARDIAN BOERBOELS - Christina & John Graff  
SABBS Member #0676026 🐾 NABBA Member #20131761  
8827 131<sup>st</sup> Ave Ne, Lake Stevens, Washington 98258 USA - Phone: (425) 345-3900  
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GUARDIAN Initials \_\_\_\_\_

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Microchip: \_\_\_\_\_ Boerboel Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Color/Markings: \_\_\_\_\_

SIRE: \_\_\_\_\_ REG #: \_\_\_\_\_

DAM: \_\_\_\_\_ REG #: \_\_\_\_\_

Deposit Paid Date (\$500): \_\_\_\_\_

**Breeders Responsibilities:** During the time the Guardians have possession of the dog the Breeders shall provide the Guardians:

- ❖ Provide Guardian with a healthy puppy.
- ❖ Dietary guidelines and instructions for health care of the dog, including worming and vaccination information, information on appropriate chew toys and other toys.
- ❖ Visit the residence of Guardian at least four (2-4) times in each calendar year at prearranged times. One unannounced visit may occur in each year.
- ❖ Help designate the name of veterinarian(s) selected by the Breeders to provide medical care to the dog.
- ❖ Training on recognizing when a female comes in heat (in season) and approximate dates when to expect this.
- ❖ Time for semen collection or mating, if the dog is a male.
- ❖ Information on what to expect and how to care for a pregnant female.
- ❖ Pay for all veterinary expenses as related to breed-related costs pertaining to reproduction, such as OFA/Penn HIP and elbow testing, eyes and cardiac testing, progesterone testing, pregnancy ultrasound and/or x-rays and C-section(s).
- ❖ If the dog is female, Breeder will take possession of the dog at the appropriate time for breeding and the dog will remain with the Breeder for approximately one week, then would be returned to the Guardians for its gestation period (pregnancy). The Breeder will take possession of the female dog 1-2 weeks prior to her due date and she will remain with the Breeder until her puppies are whelped and weaned (aprox.5-7 weeks).
- ❖ If the dog is male, Breeder will take possession of the dog at the appropriate time for same day breeding either at Guardian's residence or place of business. Additionally, breeder may take possession of the dog up to ten (10) times in any 12-month period up to seven (7) continuous days each time for breeding.
- ❖ Breeder will return the \$500 security deposit to Guardian at completion of this contract.
- ❖ Provide dog care support when requested for life of dog.

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**Guardian's Responsibilities:** During the time the Guardians have possession of the dog, the Guardians shall:

- ❖ Safely confine the dog by using a traditional fence restraining the dog by using a leash whenever outside of the Guardians home or yard, especially during a female dog's heat cycle and at all times with a male. Notwithstanding the above, once the dog has been trained to respond to voice commands off leash retrieving for exercise will be permitted. A female may not be left outside in the yard of a Guardian home, or any home, during her heat cycle (heats last for approximately 3 weeks, no more than 2 times a year). At this time a female may be left inside the home and away from ALL other dogs, or inside a secure crate or garage.
- ❖ Provide adequate exercise for the dog on a daily basis, not allowing dog to become overweight as decided by Breeder in order to protect hips/elbows from dysplasia.
- ❖ Provide basic obedience training for the dog, either with classes or at home. Basic obedience includes, but is not limited to: sit, stay, come, down, walking on a leash, crate and potty training. Be willing to crate and house train the puppy. Teach the puppy basic obedience, therapy training. This can be accomplished in 2 – 3 training classes with an accomplished trainer, or at home using the Canine Good Citizen and taking the dog for testing after training.
- ❖ Provide required high-quality food and follow all dietary guidelines as recommended by the Breeder and/or vet. Guardian must consult with Breeder before any change in diet or supplement be implemented.
- ❖ Provide vet care as needed, including regular vaccinations and rabies vaccine at Guardians expense. Administer and pay for monthly flea, tick and heartworm medications only as approved by breeder. Guardian must immediately provide Breeder the dates of treatments & any vet care for Breeders own records.
- ❖ Keep dog free from fleas and other parasites.
- ❖ Consult with Breeder immediately at the event of serious illness or at time of injury and pay for any veterinary visits due to illness or injury while in the Guardians care. This includes severe diarrhea, loss of appetite, vomiting, etc. and pay for any veterinary visits due to illness or injury while in Guardians care.
- ❖ Send copies of ALL vet visits to Breeder.
- ❖ Use only the services of the veterinarians selected or approved by Breeders, unless an emergency situation dictates otherwise.

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- ❖ Deliver dog to Breeder or meet Breeder upon request with 24-hour notice for breeding purposes, testing, etc. Guardian is responsible for the transportation of the dog to us when needed for breeding, whelping litters, health testing and pick-up.
- ❖ Notify Breeder of scheduled vacations or other absences which would warrant the dog needing other care. This care must meet the approval of the Breeders, and Breeders must be given the contact information of the caretaker during absence. Schedule and pay for boarding expenses that may be necessary if Breeder is unable to care for dog while Guardian is out of town. Guardian shall notify Breeder of Guardian vacations plans, if dog will be with Guardian family on vacation, and provide all contact information in the event dog is needed for breeding during vacation time.
- ❖ Maintain a principal place of residence within an agreed upon distance of Lake Stevens, Washington (unless otherwise and specifically agreed upon by the Breeder) and provide Breeders with Guardian's address, telephone number and email address.
- ❖ Maintain this contract in the event that Guardian moves out of the area, including flying the dog to Breeder when requested at Guardian's expense.
- ❖ In the event that the dog does not pass health testing, Guardian will not be required to pay the Breeder any purchase price and will be allowed to keep dog as a pet. In this event, dog will be spayed/neutered at the Guardian's expense.
- ❖ License dog with county in which Guardian is living and keep license current.
- ❖ Have their own car to transport the dog.
- ❖ Guardian agrees to keep dog away from the floor or ground of public places, such as pet stores, parks, dog parks, groomers and the floor of the vet office until the DHPV series is complete (approximately 16 weeks). This is to prevent parvo, a deadly disease to puppies.
- ❖ Keep dog well-groomed at all times. The dog will need regular brushing, bathing nail trimming, anal glands, teeth brushing and any other necessary grooming and hygiene. Do NOT have the dog shaved unless discussing this with Breeder! Breeder will suggest grooming products if needed by Guardian.
- ❖ If the dog is female, deliver dog to Breeder approximately 1-2 weeks before her due date. The dog will remain with the Breeder until her puppies are weaned and ready to go home (8 weeks). She will then be returned to Guardian. Dog will be bred no more than 3-4 times in any 2-year period and will have a maximum of 4 litters. Breeder will decide how many litters the dog will have after seeing how she is as a mother and how she tolerates pregnancy, labor, and the weeks following delivery of her puppies.

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- ❖ If the dog is female and there is a problem with any pregnancy that endangers the health of that dog, no future breeding will be required, the dog will be spayed at the Breeders expense as soon and medically appropriate, and ownership transferred to the Guardian.
- ❖ Male: Keep dog away from females in season to prevent accidental breeding. Female: Keep dog away from intact males while season.
- ❖ Males: Keep the male intact for a maximum of five (6) years and allow the breeder to breed him when needed. Breeder will give Guardian ample notice when he is to sire a litter.
- ❖ If Guardian fails to notify Breeder within 24 hours by both phone and email of a female beginning heat, after 18 months, Guardian will be required to pay for progesterone testing once a week and transport dog to and from veterinarian until the time that female enters estrus.
- ❖ Deliver dog to vet at appointed times in the event that Breeder is out of town and a collection or breeding needs to occur. Breeder will set this up at least 48 hours in advance.
- ❖ Keep dog well socialized with other dogs and people of all ages.

**Removal of Dog:** Breeders may remove the dog from the possession of Guardian for non-compliance of terms of this agreement, at which time this Agreement shall terminate. Breeders agree to consult with Guardian before permanently removing the dog from Guardian's possession unless, in the judgment of the Breeders, the dog must be immediately removed from the possession of Guardian in order to protect the health, welfare and safety of the dog. If the dog does not need to be immediately removed from the Guardians possession, Breeders shall give Guardian a reasonable amount of time to comply with Breeders requirements for maintaining the health, welfare or safety of the dog before permanently removing the dog.

**Removal of Stud Dog:** Breeders may immediately remove a stud dog from the Guardian home should the Guardians hire out the stud, or sell his semen, without specific written permission from Breeders. If this occurred, the Guardians would also pay the Breeders \$3500, the value of said stud service or semen.

**Death of Dog- Guardian's Possession:** Should the dog die from natural or accidental causes, that are not considered negligence (noncompliance of using a leash or not keeping the yard fence in good repair and gate closed) this Agreement shall terminate upon the happening of such occurrence and neither party shall have any further obligation to the other party.

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**Death of Dog- Breeder's Possession:** Should the dog die from natural or accidental causes, that are not considered negligence (noncompliance of using a leash or not keeping the yard fence in good repair and gate closed) this Agreement shall terminate upon the happening of such occurrence and neither party shall have any further obligation to the other party. However, should a female dog die during whelping (delivery of puppies) Breeder shall give to Guardian, at no cost to Guardian, a spayed or neutered puppy born of the litter that caused the death of the female dog, if any puppies are born alive and survive for eight (8) weeks.

**Transfer of Ownership- Proven Breeder or Proven Sire:** When Breeders, in the sole and absolute discretion of Breeders, determines that the dog, either a female or male, shall no longer be used for breeding purposes, Breeders shall have the dog spayed/ neutered and shall transfer ownership of the dog to Guardian. Breeder will pay up to \$200-\$250 (dollars) associated with the spay/neuter. If Guardian choose a vet that charges an amount that is more than the average we've found throughout Washington State, Guardian will be responsible for the difference.

**Transfer of Ownership- Potential Breeder or Potential Sire:** If, within three (3) years of the date of this Agreement, Breeder determines that the potential sire is unable to be utilized for breeding purposes, Breeder shall transfer ownership of the dog to Guardian. Breeder's obligation to transfer ownership to Guardian pursuant to this paragraph shall be conditioned upon Guardian paying all costs and expenses to have the dog neutered or spayed. Should Guardian refuse to pay such costs and expenses, Guardian shall immediately return possession of the dog to Breeder.

**Return of Dog:** During the term of this Agreement, Guardian may permanently return the dog to Breeders for any reason, at which time this Agreement shall terminate.

**Immediate Payment to Breeders:** IF, prior to transfer of ownership from Breeders to Guardians, the following occurrences happen, the Guardians agree to pay the Breeders the sum of \$3500 (dollars) and any legal costs incurred to collect this payment will be paid by the Guardian:

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- ❖ Guardian shall pay the aforesaid sum to Breeder if Guardian, independently and without the expressed written consent of Breeders, has the dog spayed or neutered or is discovered to have allowed male dog to be bred without Breeder's consent.
- ❖ Guardian shall pay the aforesaid sum to Breeder if 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 shall pay the aforesaid sum to Breeder if Guardian, absconds with the dog, fails to advise Breeders of any change in Guardian's address, or ceases communication with Breeders.

If Guardian allows dog to be bred without written consent of Breeder, Guardian will owe Breeder \$2500 (dollars) for every puppy produced in the litter. Any legal costs incurred to collect this payment will be paid the Guardian.

**Non-Transferable:** This Agreement shall not be transferred to another Breeder or Guardian in whole or in part without prior agreement.

**Notification and Correspondence:** Notification and communication as required by the terms of this Agreement shall be deemed made, if made, via e-mail or phone to the primary Breeder contacts, Christina and John Graff.

If Breeders desire a change in the primary contact, Guardians will be notified in writing, signed by all Breeders, of the change in primary Breeder contact.

By signing and initialing this document, GUARDIAN agrees that he/she understands this contract fully and understands that this contract is a legally binding agreement between GUARDIAN and BREEDER. This contract is NULL and VOID if the above dog has been spayed, neutered or bred. It is agreed upon that in the unlikely event of legal matters pertaining to this dog/puppy and/or any breach of this contract, all jurisdiction will take place in Snohomish County, Washington. GUARDIAN will be responsible for all costs associated with litigation due to the breach of this contract.

### GUARDIANS INFORMATION:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

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City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_

Facebook: Y/N    Instagram: Y/N    Twitter: Y/N    *\*Be sure to friend us on ALL Social Media\**

BY SIGNING THIS CONTRACT, YOU HAVE AGREED TO ALL OF THE ABOVE TERMS. *(May be signed electronically using the adobe sign app)*

GUARDIAN Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

BREEDERS Name: Christina & John Graff – Guardian Boerboels

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Welcome to the Guardian family!*

GUARDIAN  
Boerboels

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