

Shadymist Kennel, LLC

~From Our Home to Your Hearts~

Bitch

"Guardian Home" Agreement for:

Registered Name: SHADYMIST ...

AKC #:

Microchip/Tattoo #

DOB:

The following sale and agreement is made and entered into by and between the following persons and is effective this, the ____ day of _____, 2017.

Breeder/Owner:

Marnie J Harrell

Shadymist Kennel

9635 W. Providence Road

Richmond, VA 23236

(804) 683-9544

Seller's Signature: _____x_____
Marnie J Harrell

Guardian:

Printed Name(s): _____

Address: _____

PH# _____

Email: _____

Guardian's Signature(s): _____

Guardian shall give consideration in the form of a guardian fee of \$1,500.00, and performance in accordance with the terms and conditions set forth in this agreement.

Breeder/Owner shall give consideration in the form of delivering the purchased animal, and performance in accordance with the terms and conditions set forth in this agreement.

The Guardian fee is \$1,500.00, is due in full upon acceptance of the terms of this contract.

The Guardian agree to share this dog with the Breeder/Owner. Guardian agrees to leave this dog intact (unaltered) **unless prior written consent is granted by the Breeder/Owner** and to make her available for breeding immediately upon the onset of her heat cycle, and/or anytime at Breeder/Owner's request within reasonable notice of AT LEAST 7 days, more if and whenever possible. Guardian understands and agrees that she is required notify the Breeder/Owner on the first day of each of this dog's heat cycle that she has begun her cycle. Guardian understands and agrees that this dog will be bred by Breeder/Owner, at Breeder/Owner's expense, upon dog's 2nd, 3rd, 4th, and 5th consecutive heat cycle, (or more until 3, or possibly 4, (at Breeder/Owner's discretion) litters of no less than 6 puppies per litter are whelped) provided the dog has health litters and recovers well from each litter. Dogs requiring 2 c-sections will only be bred 2 times, then retired. No females will be bred beyond 5 years of age. Breeder/Owner will decide if, when, and to which stud this dog will be bred, all puppies produced from this dog are the sole possession of the Breeder/Owner and will be sold, placed, kept, and registered at the Breeder/Owner's sole discretion. Guardian also understand this dog is never to be bred other than by the Breeder/Owner, or a breeding fee of \$25,000 (Twenty-five Thousand Dollars) will be paid directly to the Breeder/Owner for each and any such unauthorized breeding. Breeder/Owner is not liable for any costs, expenses, or medical bills related to this dog with the exception of fees incurred by Breeder/Owner specifically for the purposes of reproduction for Breeder/Owner's purposes only. Any and all other expense related to the reasonable care and maintenance of this dog are the sole responsibility of the Guardian. Guardian will keep Breeder/Owner up to date on ANY AND ALL medical concerns, regardless of how major or minor they may appear, in writing, via email, at all times. No medical decisions will be made without consulting with the Breeder/Owner PRIOR, unless it is an immediate matter of life and death.

Guardian understands and agrees that they are to spay/neuter this dog, at the Guardians' expense, within 60 days of receiving notice from the Breeder/Owner of Breeder/Owner's decision to retire this dog after the above breeding and litters criterion are met, or if the Breeder/Owner determines that the dog is not appropriate for breeding.

Guardian's initials: _____

BREEDER/OWNER'S REPRESENTATIONS AND LIMITED WARRANTY

Breeder/Owner's Representations

The Breeder/Owner represents that:

- (a) The above dog has been examined by a licensed Veterinarian and was found to be in good health;
- (b) This dog is being placed as a pet and companion animal with the Guardian as a guardian home.
- (c) The application for registration of this dog is *unlimited* as defined by the American Kennel Club ("AKC") and will be solely registered to Breeder/Owner. This dog is not being sold for the purposes of breeding; and no litters produced by the dog are eligible for registration except those produced for and by Breeder/Owner ONLY.

Future Puppy

Breeder/Owner understands and agrees that Guardians may want one puppy from one of this dog's breedings, if possible, with reasonable notice given to Breeder/Owner, Guardian may choose from the following options: a) to co-own this puppy with Breeder/Owner under the same terms and conditions set forth in this agreement; b) a puppy with limited registration and no co-ownership agreement; c) the price of a puppy from one of this dog's litters to be determined by Seller/Breeder; d) a puppy with limited registration for a friend or family members of Guardian (in which case the Breeder/Owner will be given all contact information for the friend or family member prior to releasing puppy and the friend or family must be approved by the Breeder/Owner; the choice of which is at the Guardians' discretion.

This limited warranty is null and void, and penalty of \$25,000 (Twenty-five thousand dollars), plus any and all legal fees incurred by Breeder/Owner to such penalty, if the dog is at anytime WITHOUT EXPRESSED WRITTEN CONSENT is granted by Breeder/Owner at Breeder/Owner's discretion PRIOR to the spay/desexing procedure is performed, unless the dog's life is in immediate danger of life and death without the procedure, and only after reasonable efforts have been made by Guardian and/or her veterinarian to reach Breeder/Owner.

Guardian's initials: _____

******All Veterinarian fees and expenses shall be the sole responsibility of the Guardian. Under no circumstances shall Shadymist Kennel be held responsible for any expenses for any animal not in the possession of Shadymist Kennel with the exception of those fees relating directly to breeding.***

THE FOLLOWING TERMS AND CONDITIONS APPLY TO THE GUARDIAN:

The Guardian Agree to the following:

Examination. The purchased dog be examined by a licensed Veterinarian within 72 hours of receipt.

Medical Care and Treatment. Guardian further agree, as part of Guardians performance under this agreement, that the purchased animal will be given proper medical care including, but not limited to, vaccinations and annual boosters, regular de-worming, adequate and proper shade, and housing in a fenced yard or kennel. Guardian agree that this dog will never be left chained or tied to a tree, stake, or any other item as this can and often does, result in the animal's death by hanging and/or choking. Guardians agree to notify Breeder/Owner of any and all abnormal medical or health related conditions with this dog for the remainder of the dog's life so Breeder/Owner can maintain an accurate lifetime medical history on all of the Shadymist Kennel offspring.

Never Sell, Surrender or Rehome. Guardians agree this dog will never be resold, rehomed, or surrendered to any humane society, animal rescue group or animal shelter. Shadymist Kennel will accept any dog that is unable to be cared for and shall assume ownership of, possession of, and responsibility for any such animal previously purchased from Shadymist Kennel at all times. *Guardians understand and agree that Breeder/Owner maintains Right Of First Refusal for the life of this dog and that this dog will never be sold, transferred or surrendered to anyone or organization for any reason, without PRIOR WRITTEN CONSENT from the Breeder/Owner. Guardians understand and agree to pay a \$100,000 penalty should Guardians ever sell, rehome, or surrender this dog to anyone other than Breeder/Owner.*

No Purpose Other than Having a Pet. Guardians agree this dog will not be used for any purposes of research or vivisection and shall not be sold or given to any wholesale establishment, chain store, catalog sales house, pet store or puppy mill. Guardian agrees that the animal purchased from Shadymist Kennel is purchased to be the Guardian's pet and will never be bred by them or anyone other than the Breeder/Owner.

Any disputes arising out of or relating to this Agreement shall be litigated solely and exclusively in the Circuit Court of Chesterfield County, Virginia.

This Agreement has been read by, and is understood by, the Guardian. Guardian accept and agree to, all terms contained in this Agreement and further acknowledges receipt of a copy of this Agreement.

(DATE)

x

(GUARDIAN'S) SIGNATURE

(BREEDER/OWNER'S) (Shadymist Kennel / Marnie J Harrell)