

# *Shadymist Kennel, LLC*

*~From Our Home to Your Hearts~*

**Stud Dog**

**"Guardian Home" Agreement for:**

**Reg Name:\_\_\_\_\_**

**AKC #:**

**Microchip #:**

**DOB:**

The following sale and agreement is made and entered into by and between the following persons

and is effective this, the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Seller:

Marnie J Harrell

**Shadymist Kennel**

9635 W. Providence Road

Richmond, VA 23236

(804) 683-9544

Seller's Signature: \_\_\_\_\_

Marnie J Harrell

Guardians:

Printed Name(s): \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

PH# \_\_\_\_\_

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

Guardians Signature(s): \_\_\_\_\_

\_\_\_\_\_

Guardians shall give consideration in the form of the purchase price of \$2,000.00, and

performance in accordance with the terms and conditions set forth in this agreement. 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 full purchase price is \$2,000.00, is due in full upon acceptance of the terms of this contract.

The Guardian understands and agree: a) that this dog is registered with AKC solely to the Owner; b) Guardians agree to keep this dog intact (unaltered) **unless prior written consent is granted by the Owner**; c) to make this dog available for stud service at Owner's request within reasonable notice of at least 7 days, more if and whenever possible.

Guardians also understand this dog is never to be bred other than by the Owner, that any litter produced by this dog except those produced ny Owner is not eligible for registration with AKC or any other breed club, AND that if this dog is bred by anyone other than Owner, a breach of contract fee of \$10,000 (Ten thousand dollars) will be immediately paid directly to the Owner for each and any such unauthorized breeding, whether a litter is produced or not.

Guardian is solely responsible for any and all costs, expenses, or medical bills related to this dog's reasonable care, emergency care, and regular maintenance.

Owner is solely responsible for any and all expenses for or relating to reproduction (not to include transportation expenses).

Guardian is to notify Owner, in writing, of ANY AND ALL medical concerns pertaining to this dog, regardless of how major or minor they may appear for the lifetime of this dog.

**No medical decisions will be made without consulting with the Owner PRIOR, unless it is literally an immediate matter of life and death.**

Guardians initials: \_\_\_\_\_

## **Owner's REPRESENTATIONS AND LIMITED WARRANTY**

### **Owner's Representations**

The 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 sold as a pet and companion animal to Guardians as a guardian home. (c) 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 Owner. This dog may be entered in any and all AKC events, to include, but not limited to breed competition(s), rally, agility, and obedience.

### **Future Puppy**

Owner understands and agrees that Guardians want one puppy from one of this dog's breeding's if possible, with reasonable notice given to Owner, Guardians may choose from the following options: a) to co-own this puppy with 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 (and this only applies if this dog is bred); d) a puppy with limited registration for a friend or family members of Guardians (in which case the Owner will be given all contact information for the friend or family member prior to releasing puppy; the choice of which is at Guardians' discretion.

Guardians initials: \_\_\_\_\_

## **THE FOLLOWING TERMS AND CONDITIONS APPLY TO THE GUARDIANS:**

**The Guardians Agree to the following:**

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

**Medical Care and Treatment.** Buyer further agrees, as part of Buyer(s) 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, housing in a fenced yard or kennel.. Buyer agrees that this dog/puppy 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. Buyer agrees to notify Seller of any and all abnormal medical or health related conditions with this dog for the remainder of the dog's Seller can maintain an accurate lifetime medical history on all the Shadymist Kennel offspring.

Buyer agrees to notify Seller of any and all abnormal medical or health related conditions with this dog for the remainder of the dog's life so Seller can maintain an accurate lifetime medical history on all the Shadymist Kennel offspring.

**Guardians understand and agree there is a \$25,000 (Twenty-five thousand dollar) penalty due and payable immediately to the Owner if: a) at any time this dog is neutered/desexed or otherwise rendered infertile due to the direct actions of the Guardians; and/or b) if dog is withheld or unavailable to the Owner due to direct, or indirect actions of the Guardians upon request by Owner to have the dog available for breeding within reasonable notice, of at least 7 days: c) if Guardians move, change their phone numbers, email addresses or otherwise change any/all means of contact without providing the new contact information directly to Owner no less than 7 days of said changes.**

**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 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 Owner. Guardians understand and agree to pay a \$10,000 penalty should Guardians ever sell, rehome, or surrender this dog to anyone other than 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. Guardians agree that the animal purchased from Shadymist Kennel is purchased to be the Guardians' pet and will never be bred by them or anyone other than the 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 Guardians. Guardians accept and agree to, all terms contained in this Agreement and further acknowledges receipt of a copy of this Agreement.*

(DATE)

\_\_\_\_\_  
X  
(GUARDIANS') SIGNATURES

x  
\_\_\_\_\_  
(OWNER ) (Shadymist Kennel / Marnie J Harrell)