## **GUARDIAN CONTRACT DETAILS**

# Gochee Labs

Daniel & Meghan Carson 2851 147th Ave Sherrard, IL 61281 309-373-6722

#### TERMS OF GUARDIAN AGREEMENT

This is a legal binding agreen Carson, (breeders and represterms of the guardianship of t	sentatives of Gochee Labs	(see details s), hereafter also refe	s below) and Daniel & Meghan rred to as the breeder. It outlines the
This agreement allows for the for retained breeding rights for			n family at a discounted price in exchange
Guardian Family			
Name:			
Address:			
City	State	Zip	
Phone: (Home)	(Cell)	(ema	il)
Today's Date:			
Emergency Contact Name:		Emergency	Contact Phone:
Guardian Dog			
Registered Name:	Ca	ll Name:	
DOB:	_Color:	Gender:	
AKC Registration #	Microchip ID#	t:	
Sire:	Dam:		_

#### Benefits:

- The Guardian Dog will be fully health tested at the breeder's expense. (Hips, elbows, eyes, DNA testing, etc)
- Receive 1000 for each of her litters of 4 or more puppies.
- Have first opportunity to be the Guardian for one of her puppies (if you choose please notify us if you would like to be a guardian, so we can hold first pick of females).
- After retirement, the Guardian Dog is fully released to you.

Gochee Labs realize guardian families have a tremendous sacrifice to make, given the female breeding dog must be returned to us to be bred, deliver and wean her babies before being returned back to the guardians. When the Guardian dog is in season, the Guardian Family is required to contact us immediately. An intact female usually has a heat cycle that will last between 14 and 21 days. During this time, we will need access to her for breeding related appointments. Once she has been bred, she will remain with her Guardian Family until one week before her due date (approximately 56 days after breeding). At that time, the Guardian dog will come back to stay with us throughout her pregnancy, and will be returned once her pups are fully weaned. We encourage you to visit your "precious girl" while

she is staying with us and you will be given the opportunity to partake in the "Puppy Socialization Party" around 6 weeks.

## The dog will reside with guardian family and his/her family with the following considerations:

- 1. The dog will be kept as a family companion and treated with love and care. He/she will live in the home and be treated as a part of the family.
- 2. All expenses in maintaining the dog in good health will be the responsibility of the guardian family, including but not limited to daily care, housing, veterinary care, training expenses, etc. The breeder(s) assume no financial liability for such expenses.
- 3. The guardian family agrees to keep all vaccinations current, as well as maintain medications to prevent heartworm and flea & tick infestation (i.e. Heart Guard and Frontline Plus). The guardian agrees to plan ahead so the dog does not receive any vaccinations within one month of when she is due to go into heat, while she is pregnant, or within 8 weeks of the litters birth.
- 4. The guardian family agrees to keep the dog in a safe place and under his/her/their watch & control, or in the care of another responsible adult in the case of the guardian family's absence. The guardian family will not let the dog run free and unattended, except in a fenced yard or enclosure while exercising his/her. He/she will not tie or tether the dog, except when on lead for walks and training and while under his/her care of supervision (or the care of a responsible adult).
- 5. Any person or property damaged by the dog is the full liability and financial responsibility of the family caring for the dog at the time the damage occurred.

#### **Nutrition:**

- 6. The guardian family agrees to keep the dog in a healthy condition and weight, providing adequate exercise and nutrition. The dog should never be overweight and should maintain an hour-glass figure.
- 7. The guardian family agrees to feed the dog only Paw Tree Dog Food & Supplements. Under no circumstances should the dog be fed any other food or supplements, unless given written permission by the breeder. (The guardian home is allowed to feed a raw, balanced diet that meets the breeder's approval.)
- 8. For treats, the guardian family agrees to only feed the dog Life's Abundance's treats, TLC's Whole Life Biscuits, and fresh bones/treats from a meat locker. No rawhide, milk bones, or other un-approved treats will be given.
- 9. The guardian family agrees not to give the dog any food, treats, or supplements except for what is outlined above.
- 10. If for any reason the Guardian Dog is not thriving on this diet, the breeder will be notified and will determine a new diet for the dog. A written nutrition amendment will be added to the contract at that time.

#### **SPECIFIC BREEDING CONDITIONS:**

- 11. The dog will be kept intact and made available for the breeder(s). The breeder shall be notified as soon as the dog goes into heat.
- 12. Gochee Labs will pay for the cost(s) of veterinary tests they deem necessary priory to breeding (OFA / Penn HIP / DNA health testing) and reserve the right to have these tests performed at their choice of veterinarians.
- 13. A \$1000 compensation is paid to the guardian for each litter of 4 or more puppies. No other compensation for the use of this dog for breeding, showing, etc. will be given. Further, any and all resulting puppies produced from any breeding(s) will be the sole property of Gochee Labs.
- 14. Gochee Labs reserves the right to advertise and promote this dog as their own.
- 15. It is understood that the breeder(s) {Gochee Labs} will house and care for the dog during breeding engagements, including during her heat cycle, then starting one week before her due date through the time of weaning. The guardian family will make every effort to allow the breeder(s) access to her and enable them to take her into their care during these times. If the guardian family resides outside of a 200-mile radius (or relocates as such), they agree to provide transportation and associated costs in order to return the dog to Gochee Labs for breeding.
- 16. Gochee Labs reserves the right to have 5 litters with the dog. After the 5th litter of puppies is weaned, full ownership of the dog will be given to the guardian family and the dog shall be spayed. Under no circumstances will the guardian family breed the dog. If they do, Gochee Labs will repossess the dog and the puppies.
- 17. The Guardian family agrees to keep the Guardian dog away from intact males while she is in heat and will not breed her at any time.

- 18. This agreement is entered into with mutual trust of the parties involved. All parties agree to exercise common sense and care in keeping the dog safe and healthy while he/she is in their care. With this basic premise understood, these parties further agree to hold one another harmless in the event that an unforeseen accident or event would occur resulting in the loss of the dog (such as an act of God).
- 19. While in the guardian's care, the guardian is responsible for seeking prompt and appropriate veterinary care in the event of injury or illness of the dog.
- 20. If choices need to be made regarding type of veterinary treatment, these choices must be presented to and made by the Breeder unless emergency treatment is required. Guardian must act with due diligence in emergency situations and notify the Breeder at the earliest possible opportunity.
- 21. In the case of death of the dog, the Guardian family must provide documentation from a licensed Veterinarian stating cause of death. Breeder is authorized to ALL veterinary records and information relating to the dog.
- 22. The guardian family agrees that, if the dog dies due to negligence on the part of the guardian, the guardian must reimburse the Breeder \$5,000 payable to the Breeder within 6 months from the dog's date of death.
- 23. Negligence includes, but is not limited to, failure to contain or supervise the dog in a responsible manner, leaving the dog in a vehicle resulting in heat stroke, failure to prevent the dog from having access to toxic materials, failure to provide a safe means of containment while the dog is in a moving vehicle (dog is never to ride in the bed of a truck or an open top/sided vehicle such as a Jeep), leaving the dog in the sole care of a person who does not provide adequate care for the dog, allowing the dog to become involved in a dog fight or fight with another animal, allowing the animal to run loose where it can get struck by a vehicle, shot while running among livestock, or injured in any other way while running loose.
- 24. If the dog dies while in the Breeder's possession, no compensation will be given to either party. It is understood this dog is a member of both the Breeder's family and the guardian's family and the loss of the dog will be challenging for both.
- 25. Should a medical condition (such as illness, C-section, etc.) arise while the dog is in possession of the breeder, the breeder is responsible for all costs and the guardian family will be notified.

#### **OTHER CONSIDERATIONS:**

- 26. If for any reason the guardian family finds that he/she is unable to keep / house the dog, it is agreed that the dog would be returned to the ownership and care of the breeder(s) and/or their heirs with no financial compensation to either party.
- 27. Guardian agrees that Breeder will be notified immediately of any changes of physical location, mailing address, phone number or email address, preferably in advance of change taking place.
- 28. Breeder agrees that Guardian will be notified immediately of any changes of physical location, mailing address, phone number or email address, preferably in advance of change taking place.
- 29. All contact with Gochee Labs must be made through phone, email or text. No agreements will be made except through a written amendment to this contract.
- 30. The Guardian Family will be given the option to be a guardian home for one of the Guardian Dog's puppies under similar terms. Should the Guardian Family choose to purchase a puppy on a guardian contract from one of the Guardian Dog's litters or another litter from Gochee Labs, it is a separate agreement and unrelated to this agreement.
- 31. The ownership of this dog will remain with Gochee Labs until all litters are fulfilled.

#### **Legal Disclaimer**

- 32. If any provision of this contract is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect.
- 33. All legal questions or disputes regarding this contract will be governed by the laws of Illinois. Both parties agree that venue will be limited to the courts of Mercer County, Illinois.
- 34. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Illinois.
- 35. The undersigned declare this Agreement contains the entire Agreement between the parties and that no promise, inducement or agreement, not herein expressed has been made, and that this Agreement contains the entire agreement between the parties hereto, and that the terms of this agreement are contractual and not merely recital.
- 36. This Agreement shall not be amended, modified, and or altered except in writing signed by the party to be bound thereby.
- 37. This Agreement shall be construed as if all parties jointly prepared this agreement and any uncertainty or ambiguity shall not be interpreted against any one party.

### **SHOWING and TRAINING:**

If the breeder(s) feels the dog has traits to be a show prospect or performance prospect, guardian family agrees to allow them access to the dog so that they can attend shows and show the dog in these events. In the same spirit, the breeder(s) agree to allow the guardian family and his/her family the opportunity and right to show/hunt the dog in events as well, should they express interest in doing so. The breeder(s) realize that showing and training can be a wonderful experience and enhance the dog-owner relationship, and encourage the guardian families to consider taking classes with the dog and enjoying this wonderful facet of dog ownership.

The guardian family agree to teach the dog basic obedience and should be able to pass the Canine Good Citizen within one year. The breeder encourages the guardian family to train the dog to the best of their abilities. If a trainer is needed, Gochee Labs will be notified and must approve of the trainer.

\*The costs of entries and travel for shows and/or hunt tests would be the responsibility of the initiating party. If the quardian family does the titling, the following reimbursements will be given.

If/when the dog completes their first dock diving title through NADD, GocheeLabs will reimburse the Guardian \$500 If/when the dog's AKC Junior Hunt (JH) Title is complete, GocheeLabs will reimburse the Guardian \$500. If/when the dog completes their AKC therapy dog novice title (THDN), GocheeLabs will reimburse the Guardian \$500. If/when the dog completes their LRC Working Certificate title, GocheeLabs will reimburse the Guardian \$300. If/when the dog completes their first North American Sport Dog Association virtual shed hunting title, GocheeLabs will reimburse the Guardian \$300.

If/when the dog completes their first AKC virtual scent work title, GocheeLabs will reimburse the Guardian \$300. If/when the dog completes their first AKC virtual rally title, GocheeLabs will reimburse the Guardian \$100. If/when the dog completes their first AKC Trick Dog Title, GocheeLabs will reimburse the Guardian \$50. We recommend doing this title after earning the CGC, as the CGC counts as the first 5 tricks.

Please note that once the guardian contract is fulfilled (last litter is born) no further compensation for titles will be given.

\*\*If the guardian family would like to participate in sports, additional compensation can be discussed.

#### **GOCHEE LABS RIGHT TO ELECT NOT TO BREED:**

Should Gochee Labs determine that this dog is not suitable for breeding for any reason (for instance if the dog does not pass health clearances deemed necessary for breeding and / or they feel the dog is not suitable for breeding for another reason at their discretion), they reserve the option of foregoing breeding(s). In this case, they would ask that the guardian family have the dog spayed. Upon proof of spay, Gochee Labs would then sign off as owners and the dog would become the sole property of the guardian family at no additional cost.

### **BREECH OF CONTRACT:**

Should the guardian fail to meet the terms of this agreement in any way, including by refusing to make this dog available to them as needed for obtaining health clearances and to facilitate the breeding of this dog per terms of this contract, the guardian family is penalized \$1000 for each offense. Should the guardian home spay the dog, prevent the breeding of this dog, withhold the dog from the breeder, causes injury that prevents the breeding of this dog the guardian is penalized \$5000 plus all expenses the breeder has incurred, including, but not limited to, titles, health tests, transportation, etc. If the guardian neglects the dog at any point during its life – even after all litters have been fulfilled, GocheeLabs will repossess the dog and no financial compensation will be given to the guardian.

#### Signatures:

By signing below, I acknowledge that I have both read and agree to the conditions set forth in this contract.

Guardian:	
Signature:	
Date:	
Gochee Labradors:	
Date:	

## Meals:

- Balanced, frozen/fresh raw diet. 80/10/5/5 blend from a butcher is preferred. No freeze dried or processed "raw" diets.
  - o Meat can include, but is not limited to, beef, chicken, turkey, venison, fish, etc. No pork.
  - o Chicken legs/backs are a great addition to any meal!
- Life's Abundance All Life Stage Dog Food.
   <a href="https://lifesabundance.com/Pets/LifesAbundance/LifesAbundanceDog.aspx?realname=20653527&cat=0&hd">https://lifesabundance.com/Pets/LifesAbundanceDog.aspx?realname=20653527&cat=0&hd</a>
   r=&Ath=False&crt=0&Category=AllStageDogFood v11(Pet Base)&Sku=401008
- TLC Whole Life Natural Dog Food. https://www.tlcpetfood.com/default.asp?VIPCustomerID=135196&PromoID=1025
- Paw Tree Dog Food:

## **Treats:**

- TLC Whole Life Health Biscuits
- All of Life's Abundance & Paw Tree Treats.
- Fresh raw or smoked bones from a local butcher only. No "grocery store" items.
- Fresh pig ears & cow hooves from a local butcher.
- Small amounts of cheese, or other natural, people-quality treats.
- Moose antlers, bully sticks, etc.

# **Supplements:**

- NuVet Plus Immune System Support (Cost is approximately \$16 a month on autoship)
- Should the need arise for other supplements, any supplements from NuVet, Paw Tree & Life's Abundance are approved.

# "Others" (reccomended):

- Life's Abundance, Paw Tree or NuVet's Shampoo
- Toys including:
  - o Soda Pup Toys We fill the "Can Toy" with peanut butter. Use coupon code "Labrador" to receive 10% off. <a href="https://sodapup.com/">https://sodapup.com/</a>
  - o Tennis Balls
  - O Training "Dummy" (similar to this):

    https://www.gundogsupply.com/pac-soft-plastic-dummies.html?utm\_source=google&utm\_medium
    =cpc&utm\_term=PAC-SOFT-PLASTIC-DUMMIES&gclid=CjwKCAjwp-X0BRAFEiwAheRui1W-9RiEpE95Le
    JrluEZvZu5Nwi9EPa23\_zTr2vGBBtaWSL75PZdSBoC\_Y4QAvD\_BwE
  - o Standard Kong and Kong Wubba.