

DUTY DANES GUARDIAN HOME PROGRAM AGREEMENT

This agreement is made and entered into on this [Date] day of [Month], [Year], between the Owner and the Guardian Family (collectively, the "Parties").

I. Parties to the Agreement

A. The Owner (Duty Danes)

• Name: [Owner's Name]_____

• Address: [Owner's Address]_____

• Phone Number: [Owner's Phone Number] _____

B. The Guardian Family

• Name: [Guardian Family's Name]_____

• Address: [Guardian Family's Address]_____

• Phone Number: [Guardian Family's Phone Number] _____

II. Description of the Dog

The Parties enter into this agreement for the following dog:

• Registered Name: [Dog's Registered Name] _____

• Date of Birth: [Date of Birth] _____

• Color: [Color] _____

• Gender: [Gender (Male/Female)] _____

• Microchip: [Microchip Number] _____

III. Program Philosophy and Intent

Welcome to our program! We created the Duty Danes Guardian Home Program to grow our breeding program while still ensuring each of our amazing breeding dogs has a loving, forever environment in a Guardian Home.

By joining our program, you desire to and will act as a guardian for a dog that is either a female potential or proven breeder, or a male potential or proven breeder.

The following will spell out the Guardian Home Program, including our requirements for Guardian Families, the obligations we will assume as owner, and how the dog will become a permanent member of your family. The dog is subject to the terms of this agreement.

IV. Benefits of the Guardian Home Program

This program provides significant benefits to the Guardian Family:

- Premium Companion: The dog placed is considered a pick of the litter Great Dane, chosen for superior health and temperament.
- Acquisition Cost: Your initial cost for acquiring the dog is: [Insert Amount Here]
- Breeder Responsibility: The Owner/Breeder (Duty Danes) will pay all costs for health testing associated with the breeding of the dog.
- Full Ownership Transfer: Upon retirement, the dog will be spayed or neutered at the Owner/Breeder's expense, and full ownership will transfer to the Guardian Family.

V. Initial Obligations of the Guardian Family

The Guardian Family agrees to assume the following essential obligations immediately upon taking possession of the dog:

1. Location: You must live within the greater [Insert Area/Distance Here] area.

2. Housing: You must own your own home.

3. Fencing: You must have a physical fence to provide a safe and secure environment for the dog. This is crucial as it protects the dog from any unplanned or unwanted pregnancy and ensures their safety.

4. Safety: Never leave the dog off leash in an unsecured area; no dog parks allowed.

5. Transportation & Veterinary Care: You must have reliable transportation and the willingness to bring the dog to us when needed throughout the year for breeding purposes (example: testing, breeding, litters, etc.). All Health testing, routine, and emergency vet care is to be done by [Insert Name/Location of Vet Here].

6. Communication: You must maintain open lines of communication with us concerning any matter related to the dog.

7. Diet: You must keep the dog on [Insert Brand/Type of Food Here] food.

8. Breeder Decisions: You acknowledge that we make decisions about your female or male, and you will have to respect those decisions. Examples may include, but are not limited to, keeping the female longer or providing additional vet care. All decisions will always be in the dog's best interest.

VI. Ownership

The Guardian Family acknowledges and agrees that the Title and all legal Interest in the dog shall, at all times, remain with the Owner/Breeder (Duty Danes).

- If the dog is a female: Any puppies born to the dog shall be the sole property of the Owner/Breeder. The Guardian Family shall have no ownership interest or possession rights to any such puppy.

- If the dog is a male: All semen shall be the sole property of the Owner/Breeder. The Guardian Family shall have no ownership interest or possession rights to the use of any of the semen.

The dog shall be used as breeding stock exclusively by the Breeder and, under no circumstances, shall be bred to any dog other than as directed by the Breeder.

After the dog ceases to be a breeder, as shown by written evidence of transfer, the Owner/Breeder shall sign and transfer ownership of the dog to the Guardian Family after the dog has been spayed or neutered. The Guardian Family will pay for the spay/neuter.

VII. Possession

Upon the execution of this Agreement, the Owner/Breeder transfers physical possession of the dog to the Guardian Family. The Guardian Family shall retain possession of the dog during this Agreement, subject to its obligation to return the dog for breeding purposes. The Guardian

Family shall provide physical care and supervision of the dog, subject to all other terms and conditions of this Agreement.

VIII. Owner's Possession for Breeding

The Guardian Family acknowledges and agrees to relinquish possession of the dog to the Owner/Breeder for the following purposes and durations:

1. Testing & Appointments: For necessary pre-breeding health evaluations, genetic testing, and veterinary appointments for general purposes and/or to monitor pregnancy (possibly 2-3 visits).

2. Breeding/Collection: For breeding, which may require the dog to be away for up to three (3) weeks.

- Female in Heat: The Guardian Family must notify the Owner/Breeder at the first sign of going into heat. The dog will need monitoring (blood work) until a successful "hook." The Guardian Family can choose to bring the dog to the Breeder every other day (on average three times), or leave the dog for the duration of the breeding stay. The Guardian Family makes this final decision at the discretion of the Breeder.

3. Whelping/Rearing (Female): The dog must be returned to the Owner/Breeder 7 to 14 days before the dog's due date and will remain until the puppies are weaned at approximately 6 to 8 weeks after birth. This process lasts approximately 9 to 12 weeks total.

4. Transfer Prohibition: The Guardian Family shall not transfer possession of the dog to any person without the prior written consent of the Owner/Breeder.

5. Breeder Visits: The Breeder has the right to visit the Guardian Family's residence at least once per calendar year to discuss any issues concerning the care and supervision of the dog.

6. Breeding Limit (Female): Females will not be bred more than five times.

7. Termination for Non-Compliance: If the Breeder finds it challenging to reach the Guardian Family, is met with roadblocks or cantankerous communication in any form (calls, texts, etc.) that make this working relationship hostile, and/or if the Guardian Family refuses to do anything the Breeder asks as outlined in this document, the dog will be removed from the home—no questions.

IX. Guardian Family Obligations

The Guardian Family agrees to fulfill the following obligations throughout the term of this Agreement:

1. Raise the dog as an indoor dog, never to dwell outside.

2. When left at home, safely contain the dog indoors (a kennel is preferred).

3. Comply with Owner's nutritional and dietary guidelines and pay all costs and expenses associated with feeding the dog.
4. Provide the dog with regular exercise and socialization with people and locations, and in contact with only spayed or neutered dogs.
5. [Insert Vet Name Here] is the only vet the dog will see, unless there is an emergency, and that is not an option.
6. Provide pictures and updates every month.
7. Schedule and pay for all Veterinary appointments other than those associated with breeding, which will be covered by the Owner/Breeder, and provide routine medical care appropriate for the breeding dog.
8. Continue to ensure the dog is compliant, kennel trained, house broken, and leash trained, and does not jump, mouth, or excessively bark. The dogs' and puppies' safety relies on calm, focused behavior.
9. Notify the Owner/Breeder of any planned vacations and change of address, phone, or email.

XI. Indemnity

The Guardian Family agrees to indemnify and hold the Owners harmless from and against all claims, liabilities, losses, costs, damages, and expenses (including attorney's fees) by reason of any damaged property, injury, or death to individuals allegedly caused by the dog while in the possession of the Guardian Family.

Execution of Agreement

In witness whereof, the Parties have executed this Agreement as of the _____ day of _____ 20____.

Owner/Breeder:

Guardian Family:

Print Name:
