

# Memrabull Theodores

## Guardianship Contract Agreement

### Guardian Dog Details

Name		Date of birth	
Gender	Male	Breed	Theodore
Coat colour		Microchip	
Guardian Payment			

### Medical History

Vaccination date(s)		Worming	
Medical Notes	DNA tested and health checked and found acceptable for breeding purposes		
Stud Service Requirements	The Breeder reserves the exclusive rights to stud services from this Dog up until <b>three (3) years of age.</b>		

At Memrabull Theodores, we are excited to be on the long journey of bringing the Cavoodle to a recognised and purebred dog (Theodore), and to do this properly, we need to have access to a number of quality boys to ensure diversity in this developing breed. We want all of our dogs to receive the loving, responsible and individual care they truly deserve, so to be sure that our boys receive this, we are willing to place them in responsible, caring Guardian homes that will allow us to access them according to this agreement. These highly valued boys are not free, and all costs, benefits and conditions are included in this agreement.

### 1. General Information

- a. The purpose of this agreement is to define the terms and conditions of buying a dog within a Guardianship arrangement and it forms a legally binding agreement between the Guardian(s) as named in the below Guardian Home Details, hereafter referred to as "Guardian", and the breeder as named in the below Breeder Details, hereafter referred to as "Breeder".
- b. This agreement pertains to the dog as named above in the Guardian Dog Details; hereafter referred to as "Dog".
- c. This agreement is between the Guardian and the Breeder and is entered into as a full and legally binding contract on the date as listed below and will hereafter be referred to as "Contract".
- d. The Dog provided to you is the animal described in this Contract as listed above in the Dog Details. Due to the nature of the breed, it is to be noted that the colour of this Dog at pickup may not be the colour of this Dog at maturity and no guarantee is given as to the final adult size of the Dog.
- e. The Dog has received their recommended vaccination/s and worming and has been given a full health check by a veterinary practitioner.
- f. The Breeder strongly advises the Guardian to have the Dog examined by their own veterinarian within 48 hours of taking ownership to ensure the Dog is in good health.
- g. The Guardian may return the dog to the Breeder at any time and for any reason and this Contract will be terminated. Any monetary exchange will be at the discretion of the Breeder.
- h. Any breach of this Contract nullifies all health guarantees by the Breeder and will result in the Dog being removed from the Guardian with immediate termination of this Contract and no full or part refund of Guardian Payment will be given.
- i. The Breeder strongly advises the Guardian to seek their own legal advice before signing this Contract.

2. The Breeder agrees

- a. That in the event that the Guardian decides to return this Dog to the Breeder within 14 days of sale, for reasons that this Dog is unacceptable for health reasons which can be traced to point of sale/delivery (unless noted and agreed upon in the Medical Notes), the Breeder will take this Dog back and refund 100% of the Guardian Payment.
- b. That in the event that this Dog becomes ill within 7 days of delivery and the Guardian notifies the Breeder, and the condition is traceable to point of sale/delivery, the Breeder will (at the discretion of the Breeder) either take the Dog back and refund 100% of the Guardian Payment, or pay for the insurance excess and out-of-pocket expenses for treatment up to, but not exceeding, the amount of the Guardian Payment.
- c. That in the event that this Dog is diagnosed with, suffering from, dies or is euthanised from a disease/condition that is traceable to the Breeder, the Breeder will (at their discretion) either replace the Dog with another of the same sex within 6 months, or refund 100% of the Guardian Payment.
- d. That in any event, before the Breeder takes any action under clauses 2b, 2c or 2d, a veterinary report (and necropsy report where death of the Dog has occurred) must be given to the Breeder. The Breeder and/or the Breeder's own veterinary practitioner reserves the right to speak to the diagnosing veterinary practitioner, to request a second veterinary opinion and to examine the Dog before any refund, replacement or payment is given to the Guardian.
- e. That in any event that the Breeder takes back possession of the Dog under clauses 2a, 2b, 2c or 2d, the Breeder's maximum liability shall not be greater than the Guardian Payment. Any and all transport costs that were incurred at pickup or return of the Dog, are at the Guardian's expense.
- e. That they will provide the following benefits with this Contract:
  - i. 12 months free Pet insurance with a company of the Breeder's choice.
  - ii. Annual health check with the Breeder's choice of vet.
  - iii. All costs involved with reproduction with the Breeder's choice of vet.
  - iv. Access to large discounts from the Breeder's preferred dog food companies.
  - v. Neutering of dog with Breeder's choice of vet at completion of contract
- f. That at completion of this Contract (provided in writing by the Breeder on or before the age stated in the Stud Service Requirements above), the Dog will be neutered at the Breeder's expense and the Contract will be terminated. Legal ownership of the Dog will then be transferred from the Breeder to the Guardian and the full care of the Dog for its remaining life is the sole responsibility of the Guardian.

3. The Guardian agrees

- a. That the Guardian Payment for this Dog is paid on the understanding that they will not have full ownership or possession rights of this Dog until the completion of this Contract, and the Breeder will provide the listed benefits for the duration of the Contract.
- b. That the Breeder has full ownership of all semen and any offspring from this Dog and the Guardian has no legal claim or use of any semen from this Dog.
- c. That they will never have this Dog living with, visiting or staying with another entire dog or bitch (male or female dog that isn't desexed). They will never use, or allow the use of, the Dog for breeding purposes except as those arranged for by the Breeder.
- d. That any accidental breeding must be reported to Breeder within 24 hours so action can be taken to avoid any pregnancy occurring (at the Guardian's cost).
- e. That they are responsible to ensure that all persons associated with this Dog understands and abides by this Contract.

Guardian Initial(s) -  
Breeder Initial -

- f. That they will treat this Dog as a part of their family and will welcome him to live within their home and will provide him with high quality, nutritionally balanced foods.
- g. That they are responsible for properly maintaining, containing, training, socialising, grooming and caring for this Dog using methods approved by local and state animal laws.
- h. That after the initial 12 month period of free pet insurance, they will continue to insure this Dog for the duration of this Contract.
- i. That they will provide a safe environment including a fully fenced and secure back yard for this Dog to freely run. The Guardian will never allow this Dog to be left alone for extended periods of time, or unaccompanied in a front yard, and will never allow this Dog to be off-leash in a public place.
- j. To have regular contact with photo updates to the Breeder and allow the Breeder to use photos of this Dog for website and social media purposes.
- k. That they will continue to reside within two hours travel from Toowoomba for the duration of this Contract and must immediately notify the Breeder of any changes of address or phone number.
- l. To allow access for an arranged home visit if required by the breeder.
- m. That they will deliver the Dog to the Breeder upon request for breeding purposes and health checks (the Breeder will usually give a minimum of three (3) days' notice but may be less on occasion). When possible, the Breeder will endeavour to meet the Guardian halfway, but this is not guaranteed, and it is the Guardian's responsibility to deliver this Dog when required.
- n. That they will inform the Breeder of vacations and planned absences longer than five (5) days. Any persons caring for the Dog in the Guardian's absence must be approved by the Breeder in advance and must be available to deliver the Dog if required by the Breeder during this time.
- o. That they will register the Dog with their local council and keep registration current. The Breeder will keep the microchip details of the Dog in the Breeder's name but will have the Guardian's details as the second contact person.
- p. That they will never sell, swap or give away this Dog to any other person unless discussed prior with the Breeder and has received written approval from the Breeder.
- q. That they will provide and pay for routine veterinary care to the Dog as needed, including (but not limited to) administering flea, tick, and worm medications when required.
- r. That they will report all non-routine veterinary visits to the Breeder and provide the dates and documentation of any treatment via email. The Guardian will not allow any elective veterinary procedures to be performed on the Dog without the written consent of the Breeder.
- s. In the event of an accident, injury, or illness, they agree to consult with the Breeder first when not an emergency. If choices need to be made regarding type of treatment, these choices must be presented to, and made by, the Breeder unless emergency treatment is required. The Guardian assumes all costs for these events that aren't covered by the Breeder in this Contract (if it is an insurable event, the Guardian only needs to cover the out-of-pocket expenses).
- t. That if the Dog is ill/injured and no longer able to perform stud duties, dies or disappears due to negligence or mistreatment on the part of the Guardian, the Guardian must immediately pay the Breeder the sum of \$3000 to help cover the cost of the loss of this Stud Dog and the Breeder will terminate this Contract. Negligence or mistreatment is any form of cruelty or neglect as defined in the animal welfare laws of Queensland, including (but not limited to):
  - i. Abusive behaviour towards the Dog.
  - ii. Failure to contain or supervise the Dog in a responsible manner.
  - iii. Leaving the Dog alone in a vehicle at any time.
  - iv. Failure to prevent the Dog from having access to toxic materials.
  - v. Failure to provide safe means of containment while the Dog is in a moving vehicle.

This Contract is made and signed by all parties to ensure the well-being and protection of this Dog. This Contract constitutes the full agreement between the Breeder and the Guardian. No other warranty, verbal or written, is implied. This Contract shall be governed by and shall be construed in accordance with the law of the State of Queensland and any legal action must be brought in the state of Queensland. All legal fees and costs associated with said action will be paid by the Guardian.

This Contract has been fully read, understood and agreed to between the Guardian and the Breeder.

#### Guardian Home Details

<b>Guardian Name(s)</b>	
<b>Address</b>	
<b>Phone</b>	
<b>Email</b>	
<b>Guardian Signature(s)</b>	
<b>Witness Name</b>	
<b>Witness Signature</b>	
<b>Date</b>	

#### Breeder Details

<b>Breeder Name</b>	
<b>Phone</b>	
<b>Email</b>	
<b>Breeder ID Number</b>	
<b>ABN</b>	
<b>MDBA Details</b>	
<b>Breeder Signature</b>	
<b>Witness Name</b>	
<b>Witness Signature</b>	
<b>Date</b>	