SOUTH CAROLINA BEECHWOOD DOODLES GUARDIANSHIP AGREEMEMT

This Guardianship Agreement is made effective on \_\_\_\_\_\_\_\_\_\_\_ (hereinafter the “Effective Date”) by and between Beechwood Doodles, LLC, a South Carolina Limited Liability Company with its principal address at 6 Morning Star Court, Irmo, SC 29063 (hereinafter the “Breeder”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with a home address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter the “Guardian”). The Parties may be referred hereinafter singularly as a “Party” or together as “Parties”.

WHEREAS, Breeder is in the business of breeding and selling Goldendoodle dogs, and

WHEREAS, Guardian has sought to acquire a Goldendoodles dog from Breeder, and

WHEREAS, Breeder owns and plans to convey \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [name], a \_\_\_\_\_\_\_\_\_\_ [gender] goldendoodle dog born on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with microchip number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter the “Dog”) after a period of guardianship.

NOW THEREFORE, in consideration of the mutual promises herein exchange, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. TERM – This Agreement enters into full force and effect on the Effective Date and will terminate on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
2. OWNERSHIP – All right, title, and interest in and to the Dog shall remain in Breeder until Guardian fully satisfies the obligations under this Agreement or such time as Breeder otherwise transfers ownership of the Dog to Guardian. Breeder retains all right, title and interest in and to any puppies born to the Dog (if the Dog is female) and no right, title or interest in and to any such puppies will not pass to Guardian. Breeder retains all right, title and interest in and to the Dog’s semen (if the Dog is male) and no right, title or interest in and to the Dog’s semen will pass to the Guardian.
3. POSSESSION – Upon execution of this Agreement, Breeder conveys possessory rights to the Dog to Guardian and Guardian accepts the possessory rights conveyed by the Breeder. While Guardian is in possession of the Dog, Guardian shall provide physical care for and supervision of the Dog subject to the terms and conditions of this Agreement.
4. BREEDER’S OBLIGATIONS – During the term of this Agreement, Breeder shall:
5. Provide Guardian with dietary guidelines to be followed for the Dog, and instructions regarding preventative health care to be followed for the Dog;
6. With input from Guardian, designate the veterinarian who will provide veterinarian care for the Dog (“The Designated Vet Clinic”) and, solely for the purpose of facilitating such care, add Guardian’s name as Guardian Co-owner on the veterinarian records;
7. In the case of a female dog, provide information to Guardian relating to its proestrus (in heat) so that Guardian is prepared to uphold Guardian’s obligation to recognize when it reaches proestrus and immediately notify Breeder;
8. Provide approximate dates when a female dog is anticipated to reach proestrus;
9. When it is time for breeding or collecting semen, take possession of the Dog from Guardian until the process is completed at which time the Dog will be returned to the possession of Guardian;
10. Take possession of a female dog from Guardian approximately 2-3 days prior to whelping (delivery) date and provide care and supervision of the female dog until completion of weaning of puppies born to the female dog;
11. Have the right to visit the residence of Guardian at least two (2) times in each calendar year at pre-arranged times, and for additional times upon reasonable notice provided to Guardian of the basis for such additional visits. Breeder may choose to do one unannounced visit of the Guardian’s residence during the course of a calendar year.
12. Breeder will pay for all veterinary care related to breeding, whelping, weaning activities and spaying or neutering of the Dog.
13. GUARDIAN’S OBLIGATIONS – During the time the Dog remains in the possession of the Guardian as provided for in this Agreement, Guardian shall:
14. Safely confine the Dog by using a traditional fence, unless otherwise agreed upon and stated in this contract, and restrain the Dog by using a leash whenever outside the Guardian’s house or yard, especially during proestrus and estrus;
15. Provide adequate exercise for the Dog on a daily basis to maintain a healthy weight;
16. Provide basic obedience training for the Dog;

Guardian agrees to follow all Breeder instructions for food and supplements for the Dog at the expense of the guardian and feed only PawTree brand, unless otherwise instructed by the Breeder. The Guardian will enroll as a PawTree customer through the link <https://shop.pawtree.com/BeechwoodGoldendoodles>

1. The Breeder will instruct the guardian as to what food the Dog is eating and the Guardian will purchase the food two weeks prior to taking possession of the Dog.
2. Pay for veterinary appointments for well visits that include: annual inoculations, rabies vaccine, and semi-annual fecal test. Administer and pay for monthly flea, tick, and heartworm medications as approved, and only as approved and required, by Breeder. Guardian must provide Breeder with dates of preventative treatments when Dog is returned to Breeder just prior to whelping.
3. Consult with Breeder at first sign of illness or at time of injury and pay for any veterinary visits due to illness or injury while in Guardian’s care;
4. Use only the services of the veterinarian selected and approved by Breeder unless an emergency situation dictates otherwise. **Guardian must insure that Breeder is designated in the records of the Designated Vet Clinic as the legal owner** so as to provide Breeder with complete access to all medical information;
5. **For female dogs, deliver and pick up the Dog from Breeder upon Breeder’s request for vet appointments, breeding, and/or whelping purposes; Dogs must be delivered or picked up within one hour of the designated time; For male dogs, transporting will be shared as equally as possible.**
6. Notify Breeder of scheduled vacations or other absences from the Guardian’s Address or Substitute Address that may coincide with breeding times;
7. Schedule and pay for boarding expenses that may be necessary when taking vacations, etc. at a boarding facility approved by Breeder;
8. Maintain, at all times, a principle residence at which the Dog is to be kept within 2 hours from Breeder’s current residence for females and within 60 minutes for males.
	1. If Guardian changes his or her residential address, but remains within the geographical area described above, Guardian shall notify Breeder of Guardian’s intent to change address and provide the new address within 10 days of the change of address becoming effective.
	2. In the event that Guardian is transferred out of the geographical area described above by his or her employer, Guardian shall notify Breeder of Guardian’s intent to move outside of the above-described area and provide bona fide documentation of the transfer orders given by Guardian’s employer. If, as a result of the transfer, Guardian is unable to perform his or her obligations under this contract, Breeder may (at Breeder’s sole discretion) either retake possession of the Dog, with no further obligation to the Guardian; or if Dog is a male, require Guardian to transport Dog for up to three semen collections per year for remainder of contract, with semen collection conducted and shipped by a qualified veterinarian of Breeder’s choice within a two-hour drive of Guardian’s new residence, with cost of semen collection, shipment, and artificial insemination paid by Guardian; or Breeder may accept liquidated damages according to the below-described schedule and transfer all right, title and interest in and to the Dog to Guardian:
		1. If the Guardian is transferred within one (1) year of the Effective Date, Guardian shall pay to Breeder $6,500.
		2. If the Guardian is transferred after one (1) year of the Effective Date but before completing two (2) years from the Effective Date, Guardian shall pay to Breeder $5,500.
		3. If the Guardian is transferred after two (2) years of the Effective Date, but before completing three (3) years from the Effective Date, Guardian shall pay to Breeder $4,500.
		4. If the Guardian is transferred after three (3) years from the Effective Date, Guardian shall pay to Breeder $2,500.
9. Provide grooming and basic coat care for Dog at least every 8-10 weeks by a licensed groomer or if able, Guardian may provide appropriate grooming provided that a healthy coat is maintained;
10. **Guardian will provide accident/illness insurance coverage for Dog while in his/her care and list Breeder on policy when allowed.**
11. Guardian will not have intact male and female dogs living in the same home.
12. Guardian will maintain Dog at a healthy weight.
13. Guardian of a female will take Dog to the Designated Vet at the first sign of heat for a Brucellosis (blood) test each time the Dog comes into heat. Breeder will pay the bill.
14. REMOVAL OF DOG – Breeder may remove the Dog from the possession of the Guardian for non-compliance of terms of this agreement, at which time this Agreement will terminate.
15. DEATH OF DOG IN GUARDIAN’S POSSESSION – Except as hereinafter provided, should the Dog die from natural causes while in the possession of Guardian, this Agreement shall terminate upon the happening of such occurrence and neither party shall have any further obligation to the other party. If death of the Dog was due to negligence of the Guardian, Guardian will pay Breeder the sum of $5,000, in cash or its equivalent, within thirty (30) days. Negligence, as used herein, includes, but is not limited to, the following:
16. Failure to contain or supervise the Dog in a responsible manner.
17. Leaving the Dog alone in a vehicle if the outdoor temperature is over 65 degrees F.
18. Failure to prevent the Dog from having access to toxic materials.
19. Theft of Dog due to a lack of supervision.
20. Leaving the Dog in the sole care of a person under the age of 14 years.
21. Allowing the Dog to become excessively overweight.
22. DEATH OF DOG IN BREEDER’S POSSESSION – Should Dog die from natural, accidental, or other causes while in possession of the Breeder, this Agreement shall terminate upon the happening of such occurrence and neither party shall have any further obligation to the other party.
23. TRANSFER OF OWNERSHIP – PROVEN BREEDER OR PROVEN SIRE – When Breeder, in the sole and absolute discretion of the Breeder, determines that the Dog, either a proven breeder or proven sire, shall no longer be used for breeding purposes, or this Agreement expires on its own terms, Breeder shall transfer ownership to Guardian at no cost to the Guardian. Guardian of a female Dog agrees that Breeder is entitled to a total of four litters prior to the Dog reaching six years of age, each litter to consist of at least three live puppies. Should the total yield of puppies be less than twelve (12) live puppies, Breeder will be entitled, at Breeder’s option, to exceed four litters. Guardian agrees a male may be used for breeding until the age of eight years. Breeder may, upon further agreement with Guardian, spay or neuter the Dog prior to transferring ownership to Guardian. Should Breeder decide to spay or neuter the Dog prior to transferring ownership to Guardian, the cost of having the Dog spayed or neutered will be borne by Breeder. If the Dog is spayed or neutered after the transfer of ownership, the cost of having the Dog spayed or neutered will be borne by the Guardian.
24. TRANSFER OF OWNERSHIP – POTENTIAL BREEDER OR POTENTIAL SIRE – If, within two years of the date of this Agreement, Breeder determines, in Breeder’s sole discretion, that the Dog, either a potential breeder or potential sire, is unable to be utilized for breeding purposes, Breeder shall offer to transfer ownership of the Dog to Guardian for a price of $2,500 which the parties agree is the fair market value for the Dog. This right to purchase is, however, conditioned upon the Guardian paying all costs and expenses to spay or neuter the Dog prior to purchase. The parties agree that this agreement for transfer of ownership is fair and reasonable since the Guardian received the Dog as an eight-week-old puppy for no consideration paid to Breeder.
25. VIOLATIONS PAYMENT TO BREEDER – In addition to such other remedies as may be available to Breeder in an action in equity and/or at law, for any violation of the terms of this contract, Guardian will be subject to, and hereby agrees to pay, as a penalty, the sum of $30,000 for any of the following enumerated violations of this contract:
26. Guardian without the express written consent of Breeder, has the Dog spayed or neutered.
27. Guardian acts intentionally or willfully and wantonly with reckless disregard for the welfare of the Dog and thereby causes injury to the Dog that prevents the Dog from breeding or which causes the death of the Dog.
28. Guardian absconds with the Dog or fails to timely advise Breeder of a change in Guardian’s address, or ceases communication with Breeder.
29. Guardian allows the Dog to breed or be bred without Breeder’s consent, and each such occurrence shall subject Guardian to a separate penalty in the amount of $30,000.
30. INDEMNITY/ATTORNEY FEES/DISPUTES: Guardian agrees to indemnify and hold harmless the Breeder from and against all claims, liabilities, losses, costs, damages (including costs and attorney’s fees) incurred as a result of claims made by third parties against Breeder arising out of, or incident to, Guardian’s possession of the Dog.
31. CONFIDENTIALITY OF DISPUTES: Guardian and Breeder agree, that in the event of a dispute between them, neither will publish or communicate the existence or content of such dispute in any media or forum, including social media, provided that this provision shall not be interpreted to prevent either party from bringing legal action or engaging in confidential mediation as herein provided.
32. FULL AND FINAL AGREEMENT – Both parties agree this writing represents the entire agreement between them and that no other representations, either oral or written have been made regarding the Dog described above. The parties further agree that no changes in this contract shall be binding upon either of them without written modifications agreed upon by both parties. The parties agree that this agreement shall be subject to interpretation under the laws of the State of Virginia, that jurisdiction for the resolution of any dispute pertaining to this agreement shall lie in the State of South Carolina and that venue shall lie for such resolution in the Circuit Court of Richland County, South Carolina. As part consideration for this agreement, Guardian hereby expressly submits to the jurisdiction of the State of South Carolina and agrees to venue in Richland County, South Carolina as the situs for the resolution of any disputes pertaining to this agreement. Guardian agrees that he/she understands this Agreement fully, and that he/she has been afforded the opportunity to consult with legal counsel prior to its execution. If any part of this agreement is deemed unenforceable by law, the remainder of this Agreement shall remain in full force and effect to the extent that it may be so interpreted consistent with its purpose and intent. Should any disputes arise between the parties regarding the terms of this Agreement, each party agrees to mediate their claims in good faith before a neutral third party prior to filing any legal action(s), provided, however, that if a dispute occurs, Breeder will have the right, at Breeder’s election, as owner of the Dog, to possess the Dog during the resolution of such dispute. If Guardian breaches or violates any term, condition, rule or policy contained or referenced in this Agreement, or any amendment thereto, Guardian shall be liable for all expenses including reasonable attorney fees incurred by Breeder to enforce the terms of this agreement.
33. INABILITY TO FULFILL AGREEMENT. It is understood that the undertaking of Guardianship, as herein set forth, entails a substantial obligation on the part of the Guardian, much like raising an infant child. Although the potential benefit of ultimate ownership of the Dog following its breeding by Breeder is a substantial potential future benefit, unforeseen circumstances may arise in which it becomes impossible for Guardian to uphold Guardian’s future obligations under this agreement. In such circumstances, Guardian must notify Breeder at the earliest possible time of such impossibility and state fully the circumstances that render future performance impossible. Upon receipt of Guardian’s written statement of impossibility, Breeder shall have the right to take full possession of the Dog. If Breeder does take possession of the Dog under the provisions of this paragraph, Guardian will not be entitled to any compensation from Breeder nor be obligated for any future care of the Dog but shall not be absolved or released from any past violations of this contract nor damages sustained by Breeder as a result thereof.
34. NOTICES. Breeder and Guardian shall use the following information in making written, electronic or telephonic communication under this Agreement:
35. To Breeder:

 Beechwood Doodles, LLC

 Tim Geurkink

 6 Morningstar Court

 Irmo, SC 29063

 803-360-4524

 beechwood.goldendoodles@gmail.com

1. To Guardian

 (address, phone number, email)

**BREEDER\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DATE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**GUARDIAN\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DATE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**DESIGNATED VET INFO**

**NAME\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**ADDRESS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**FLEA/TICK PREVENTATIVE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**HEARTWORM PREVENTATIVE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**BRAND OF FOOD\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**