

GUARDIAN CONTRACT DETAILS

Gochee Labs

Jon, Kathy, Meghan, Rachael & Ashley Gochee
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Sherrard, IL 61281
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TERMS OF GUARDIAN AGREEMENT

This is a legal binding agreement between _____ (see details below) and Jon & Kathy Gochee, (breeders and representatives of Gochee Labs), hereafter also referred to as the breeder. It outlines the terms of the guardianship of this dog.

This agreement allows for the transfer of said dog to the care of the guardian family at a discounted price in exchange for retained breeding rights for the breeder, Gochee Labs, as outlined below.

Guardian Family

Name: _____

Address: _____

City _____ State _____ Zip _____

Phone: (Home) _____ (Cell) _____ (email) _____

Today's Date: _____

Emergency Contact Name: _____ Emergency Contact Phone: _____

Guardian Dog

Registered Name **Gochee's** _____

DOB: _____ Color: _____ Gender: _____

Registered Name **Gochee's** _____ Call Name: _____

AKC Registration # _____ Microchip ID#: _____

Sire: _____ Dam: _____

Benefits:

- The Guardian Dog will be fully health tested at the breeder's expense. (Hips, elbows, eyes, DNA testing, etc)
- Receive \$200 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).
- 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. HeartGuard 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 Life's Abundance All Life Stage 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.
11. The Guardian is required to become a Field Representative for Life's Abundance. Through this program, they will have access to breeder bags of dog food and will earn commission (roughly \$150 per litter) from each of the guardian dog's litters. It is recommended the Guardian becomes an executive rep as the kit has the pet care products the guardian dog will need. Sign up using this link:
<https://lifesabundance.com/General/FieldRepSignUp/FieldRepApplication.aspx?realname=20658391&cat=0&hdr=&Ath=False&crt=0>
12. The Guardian Dog is only to use shampoo and ear cleaner sold by Life's Abundance or NuVet.
13. The Guardian Dog is to be given NuVet Plus Immune Supplement daily. It is a vitamin that helps protect their immune system. Use order code 471152 at checkout and set up auto-ship.

SPECIFIC BREEDING CONDITIONS:

14. 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.
15. Gochee Labs will pay for the cost(s) of veterinary tests they deem necessary priory to breeding (OFA / PennHIP / DNA health testing) and reserve the right to have these tests performed at their choice of veterinarians.
16. A \$200 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.
17. Gochee Labs reserves the right to advertise and promote this dog as their own.
18. 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.

19. Gochee Labs reserves the right to have 5 litters of 2 or more puppies with the dog. After the 5th litter of 2 or more 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.
20. 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.

Illness, Injury or Death of the Dog

21. 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).
22. 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.
23. 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.
24. 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.
25. 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.
26. 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.
27. 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.
28. 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:

29. 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.
30. 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.
31. 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.
32. 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.
33. 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.
34. The ownership of this dog will remain with Gochee Labs until all litters are fulfilled.

Legal Disclaimer

35. 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.
36. 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.
37. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Illinois.
38. 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.

- 39. This Agreement shall not be amended, modified, and or altered except in writing signed by the party to be bound thereby.
- 40. 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 (1) year of today's date. 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/when the dog completes their first dock diving title through NADD, GocheeLabs will reimburse the Guardian \$100.

If/when the dog's AKC Junior Hunt (JH) Title is complete, GocheeLabs will reimburse the Guardian \$250.

If/when the dog completes their AKC therapy dog novice title (THDN), GocheeLabs will reimburse the Guardian \$100.

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 they deem 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:
 Signature: _____
 Date: _____

Meals:

- Balanced, frozen/fresh raw diet. 80/10/5/5 blend from a butcher is preferred. No freeze dried or processed “raw” diets.
 - Meat can include, but is not limited to, beef, chicken, turkey, venison, fish, etc. No pork.
 - Chicken legs/backes are a great addition to any meal!
- Life’s Abundance All Life Stage Dog Food.
[https://lifesabundance.com/Pets/LifesAbundance/LifesAbundanceDog.aspx?realname=20653527&cat=0&hdr=&Ath=False&crt=0&Category=AllStageDogFood_v11\(Pet_Base\)&Sku=401008](https://lifesabundance.com/Pets/LifesAbundance/LifesAbundanceDog.aspx?realname=20653527&cat=0&hdr=&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>

Treats:

- TLC Whole Life Health Biscuits
- All of Life’s Abundance 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.

Supplements:

- NuVet Plus Immune System Support (Required daily – cost is approximately \$16 a month on autoship)
- Should the need arise for other supplements, any supplements from NuVet & Life’s Abundance are approved.

“Others”:

- Life’s Abundance or NuVet’s Shampoo
- Toys including:
 - Soda Pup Toys – We fill the “Can Toy” with peanut butter. Use coupon code “Labrador” to receive 10% off. <https://sodapup.com/>
 - Tennis Balls
 - 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-XOBRAFEiwAheRui1W-9RiEpE95LeJrluEZvZu5Nwi9EPa23_zTr2vGBBtaWSL75PZdSBoc_Y4QAvD_BwE
 - Standard Kong and Kong Wubba.