Purple Gate Farm ~ PGF

English Golden Retrievers

Kris Norris

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This agreement, effective \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ between

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“breeders”) and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“Guardians”)

Guardian Home Contact Information;

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone numbers\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and number of Vet\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Puppy Information Call Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Registered Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AKC#\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Microchip#\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Ownership** shall remain with the Breeders until the time when the Breeders shall, by written evidence, transfer ownership of the dog to the Guardians. Likewise, any puppies born to a female dog or any semen from a male dog shall be the sole and separate property of the Breeders and the Guardians shall have no ownership or possession rights to any use of the semen or puppies. Upon completion of this Agreement, Breeders shall transfer possession of the dog to Guardians. Guardians shall retain possession of the dog and shall provide physical care to and supervision of the dog subject to the conditions of this Agreement.

**Breeders Responsibilities**

During the time the Guardians have possession of the dog the Breeders shall provide the Guardians:

1‐ Dietary guidelines and instructions for health care of the dog, including worming and vaccination information, information on appropriate chew toys and other toys.

2‐ Visit the residence of Guardian at least four (4) times in each calendar year at prearranged times. One unannounced visit may occur in each year.

3‐ Designate the name of veterinarian(s) selected by the Breeders to provide medical care to the dog.

4‐ Training on recognizing when a female comes in heat (in season) and approximate dates when to expect this.

5‐ Time for semen collection or mating, if the dog is a male.

6‐ Information on what to expect and how to care for a pregnant female.

7‐ Pay for all veterinary expenses as related to breed‐related costs. (hips, x‐rays, eye exams etc.). Return dog when testing complete or reimburse for travel of guardian.

8‐ If the dog is female, Breeder will take possession of the dog at the appropriate time for breeding and the dog will remain with the Breeder for approximately one week, then would be returned to the Guardians for its gestation period (pregnancy). The Breeder will take possession of the female dog one week prior to her due date and she will remain with the Breeder until her puppies are whelped and weaned (aprox.5‐7 weeks). Unless other arrangements have been made, which would be governed by its own agreement.

9‐ If the dog is male, Breeder will take possession of the dog at the appropriate time for same day breeding either at Guardian’s residence or place of business. Additionally, breeder may take possession of the dog up to ten (10) times in any 12 month period up to seven (7) continuous days each time for breeding outside the Orange County area.

**Guardian’s Responsibilities**

During the time the Guardians have possession of the dog, the Guardians shall:

1‐ Safely confine the dog by using a traditional fence, restraining the dog by using a leash whenever outside of the Guardians home or yard, especially during a female dog’s heat cycle and at all times with a male. Notwithstanding the above, once the dog has been trained to respond to voice commands off leash retrieving for exercise will be permitted. A female may not be left outside in the yard of a Guardian home, or any home, during her heat cycle (heats last for approximately 3 weeks, no more than 2 times a year). At this time a female may be left inside the home and away from all other dogs, or inside a secure crate or garage.

2‐ Provide adequate exercise for the dog on a daily basis.

3‐ Provide basic obedience training for the dog, either with classes or at home. Basic obedience includes, but is not limited to sit, stay, come, down, walking on a leash, crate and potty training.

4‐ Follow all dietary guidelines as recommended by the Breeder.

5‐ Provide vet care as needed, including regular vaccinations and rabies vaccine at Guardians expense.

Administer and pay for monthly flea, tick and heartworm medications only as approved by breeder.

Guardian must immediately provide Breeder the dates of treatments & any vet care for Breeders own records.

6‐ Consult with Breeders at the first sign of illness or at time of injury and pay for any veterinary visits due to illness or injury while in the Guardians care. This includes severe diarrhea, loss of appetite, vomiting, etc. and pay for any veterinary visits due to illness or injury while in Guardians care.

7‐ Use only the services of the veterinarians selected or approved by Breeders, unless an emergency situation dictates otherwise.

8‐ Deliver dog to Breeder or meet Breeder upon request with 24 hour notice for breeding purposes, testing, etc.

9‐ Notify Breeder of scheduled vacations or other absences which would warrant the dog needing other care. This care must meet the approval of the Breeders, and Breeders must be given the contact information of the caretaker during absence. Schedule and pay for boarding expenses that may be necessary if Breeder is unable to care for dog while Guardian is out of town. Guardian shall notify Breeder of Guardian vacations plans, if dog will be with Guardian family on vacation, and provide all contact information in the event dog is needed for breeding during vacation time.

10‐ Maintain a principal place of residence within an agreed upon distance of Orange County, NC (unless otherwise and specifically agreed upon by the Breeder) and provide Breeders with Guardian’s address, telephone number and email address.

11‐ Keep dog well‐groomed at all times. The dog will need regular brushing to help keep coat from matting. If using a professional groomer, special care needs to be taken picking one aware of the needs of a dog with a double coat.

12‐ If the dog is female, deliver dog to Breeder approximately 5‐7 days before her due date. The dog will remain with the Breeder until her puppies are weaned (5‐7 weeks). She will then be returned to Guardian. Dog will have no more than 4 litters before Guardianship is complete. Breeder will decide how many litters the dog will have after seeing how she is as a mother and how she tolerates pregnancy, labor, and the weeks following delivery of her puppies.

13‐ If the dog is female and there is a problem with any pregnancy that endangers the health of that dog, no future breeding will be required, the dog will be spayed as soon and medically appropriate, and ownership transferred to the Guardian.

14- Agree to have no visitors handling or otherwise any pups from any litter that should be in the guardians care.

**Removal of Dog**

Breeders may remove the dog from the possession of Guardian for non‐compliance of terms of this agreement, at which time this Agreement shall terminate. Breeders agree to consult with Guardian before permanently removing the dog from Guardian’s possession unless, in the judgment of the Breeders, the dog must be immediately removed from the possession of Guardian in order to protect the health, welfare and safety of the dog. If the dog does not need to be immediately removed from the Guardians possession, Breeders shall give Guardian a reasonable amount of time to comply with breeders requirements for maintaining the health, welfare or safety of the dog before permanently removing the dog.

**Removal of Stud Dog**

Breeders may immediately remove a stud dog from the Guardian home should the Guardians hire out the stud, or sell his semen, without specific written permission from Breeders. If this occurred, the Guardians would also pay the Breeders \_\_\_\_\_\_\_\_\_\_\_\_\_, the value of said stud service or semen.

**Death of Dog‐ Guardian’s Possession**

Should the dog die from natural of accidental causes, that are not considered negligence (non‐compliance of using a leash or not keeping the yard fence in good repair and gate closed) this Agreement shall terminate upon the happening of such occurrence and neither party shall have any further obligation to the other party.

**Transfer of Ownership‐ Proven Breeder or Proven Sire**

When Breeders, in the sole and absolute discretion of Breeders, determines that the dog, either a female of male, shall no longer be used for their breeding program Breeders shall have the dog spayed/neutered and shall transfer ownership of the dog to Guardian. Breeder will pay all costs associated with the spay/neuter in lieu of any payment for the dog up front or at transference of ownership.

**Transfer of Ownership‐ Potential Breeder or Potential Sire**

If, within three (3) years of the date of this Agreement, Breeders determine that the dog, either a potential breeder or potential sire, is unable to be utilized for breeding purposes, Guardian shall pay for the dog to be spayed/neutered and Breeder will transfer ownership of the dog to Guardian for no additional charge. Should Guardian refuse to pay such costs, Guardian shall immediately return possession of the dog to Breeders.

**Return of Dog**

During the term of this Agreement, Guardian may permanently return the dog to Breeders for any reason, at which time this Agreement shall terminate.

**Immediate Payment to Breeders**

IF, prior to transfer of ownership from Breeders to Guardians, the following occurrences happen, the Guardians agree to pay the Breeders the sum of $15,000(dollars)

1‐ Guardian, independently and without the expressed written consent of Breeders, has the dog spayed or neutered.

2‐ Guardian intentionally causes injury to the dog that prevents the dog from breeding or intentionally or out of negligence causes death of the dog.

3‐ Guardian absconds with the dog, fails to advise Breeders of any change in Guardian’s address, or ceases communication with Breeders.

**Non‐Transferable**

This Agreement shall not be transferred to another Breeder or Guardian in whole or in part without prior agreement.

**Notification and Correspondence**

Notification and communication as required by the terms of this Agreement shall be deemed made, if made, via e‐mail or phone to the primary Breeder contacts Kris Norris

If Breeders desire a change in the primary contact, Guardians will be notified in writing, signed by all Breeders, of the change in primary Breeder contact.

THE ABOVE AGREEMENT IS MADE AND SIGNED THIS \_\_\_\_\_\_\_\_\_ DAY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_\_ BY PURPLE GATE FARM ~ PGF GOLDEN RETRIEVERS AND THE GUARDIAN TO ASSURE THE WELL-BEING OF SAID ANIMALS INVOLVED AND THEIR PROGENY. SHOULD IT BECOME NECESSARY TO ENFORCE ANY PART OF THIS CONTRACT BY LEGAL MEANS, ANY, AND ALL ATTORNEY’S FEE, COURT COSTS, AND TRAVEL EXPENSES WILL BE THE RESPONSIBILITY OF THE GUARDIAN. THIS CONTRACT SHALL BE DEEMED A LEGALLY-BINDING CONTRACT AND IS UNDER THE JURISDICTION OF ONLY THE STATE OF NORTH CAROLINA, IN THE COUNTY OF ALAMANCE. IT IS FURTHER AGREED THAT THE PLACE OF VENUE SHALL BE ALAMANCE COUNTY, NORTH CAROLINA. I, we, the owner, hereby certify that I/we have completely read this contract, understanding its complete contents, and agree to it fully:

Guardian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Breeder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_