

PET GUARDIAN FAMILY PARTNERSHIP CONTRACT

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The best furry love ever!

GUARDIAN FAMILY DETAILS

Name of Guardian Family Member:

Address:

Telephone:

Email:

GUARDIAN PUPPY DETAILS

Name Of Dog:

Dog's Date of Birth:

Adoption Fee: \$1,000

Date Paid:

Method of Payment:

OWNERSHIP:

Mystic Maltaliers retains legal and technical ownership of the dog and any puppies they produce. Ownership will be transferred to the Guardian when the dog has completed their breeding on or about their 5th year. Mystic Maltaliers will desex the dog at our cost, and he/she will then live out the remainder of their life with their adoptive guardian family, unless the family cannot keep them for any reason, in which case they are to be returned to Mystic Maltaliers. Under no circumstances is a Mystic Maltalier Guardian dog to be sold on any online sale platform or surrendered to a shelter.

BREEDER RESPONSIBILITIES AND OBLIGATIONS:

- Breeder will ensure the puppy is healthy and will provide the Guardian with:
 - Dietary guidelines,
 - Instructions regarding vaccination, worming and flea treatment regimes
 - Information on raising puppies, training, and socialisation
- Breeder will provide the Guardian with information on what to expect and how to care for a pregnant female
- Breeder will pay for all vet costs associated with reproductive activities
- The dog will need to stay with the Breeder for up to a week while mating.
- Female dogs will be required to stay with the Breeder from a week prior to their anticipated delivery date and up to the time their pups are 8 weeks old and weaned
- It is expected that female dogs will be bred once per year commencing on their first heat cycle after their first birthday and ceasing once they have turned 5 years old
- Male dogs may be required a couple of times per year for breeding commencing after their first birthday and ceasing once they have turned 5 years old
- Breeder will take the dog back at any time if the Guardian is unable to keep Guardian dog until the end of the contract. No monies will be exchanged in the event the Guardian returns the dog to the Breeder.

GUARDIAN RESPONSIBILITIES AND OBLIGATIONS

- Guardian to ensure that puppy is fed a quality diet to ensure their health and the health of their future puppies. Blackhawk or Royal Canin is preferred but diet can be negotiated between Breeder and guardian if the guardian would like to feed raw or some other quality product.
- Guardian to ensure that puppy is kept up to date on vaccinations (C5), worming and flea treatment.
- Grooming is to be undertaken regularly to ensure coat does not become matted or unkempt
- It is the Guardian's responsibility to ensure all family members understand and abide by the contract conditions
- In the event of an accident or injury, Guardian assumes responsibility for all necessary veterinarian or hospital charges. In the event of illness, Guardian assumes responsibility for all necessary veterinarian or hospital charges. Guardian assumes responsibility for all routine veterinary costs including heartworm/flea control, teeth cleaning and wellness exams.
- All health records, information regarding lineage and any document pertaining to Guardian Dog will be available to both Breeder and Guardian.

- The Guardian agrees to report all non-routine veterinary visits to Breeder and deliver veterinary reports by either email or regular mail to Breeder. Non-routine veterinary visits include all visits excluding vaccinations, teeth cleaning or wellness checks.
- Guardian is not to authorise any elective vet surgeries without consulting Breeder
- Guardian to ensure puppy attends puppy school and Grade 1 Obedience classes at Guardian's expense
- Guardian must be prepared for heat cycles in female dogs and ensure Breeder is advised as soon as practicable.
- Guardian must ensure that dog is not mated or bred with any other dog/s. Any breeding will result in immediate termination of this contact and return of the dog to the Breeder.
- Heat is defined as swelling of the vulva and the first day a spot of blood is noticed. Guardian must keep the Guardian Dog away from all in-tact male dogs while she is in heat to prevent accidental breeding (female). Guardian must keep Guardian dog (male) away from all females in heat (other than females Breeder is working with) to keep from unwanted mating.
- Guardian must be prepared to stay in regular contact with the Breeder for the duration of the contract, provide updated and pictures of the dog and advise any updates to contact details
- The guardian dog is not to be relocated to another state during the contracted period. Should the guardian family need to move interstate during this period, they will either need to return the dog to the Breeder (and have their \$1000 refunded) or pay the residual value of the pet (\$2,500).

ILLNESS, INJURY OR DEATH WHILE DOG IS UNDER THE GUARDIAN'S CARE

Guardian must seek immediate and appropriate care if the dog is sick or injured

The Breeder is to be consulted in all choices and decisions regarding the dog's treatment, unless emergency care is required and all efforts to contact the Breeder are unsuccessful – in this case the Guardian will make decision re. treatment solely.

If the dog should die in the Guardian's care before termination of the contract no action will be taken by the Breeder unless the death occurred due to extreme negligence on the part of the Guardian

- The following responsible care is expected by the Breeder of the Guardian:

Contain and supervise the dog appropriately both at home and out

- Avoid leaving the dog in a hot car
- Protect dog from toxins and poisons
- Avoid leaving the dog in the care of a child under the age of 14 years.

The Guardian is not required to financially compensate the Breeder if the dog dies in a manner that is beyond the Guardian's control

DEATH OF THE DOG IN THE CARE OF THE BREEDER

If the dog dies while in the care of the Breeder, the Breeder will give the Guardian a replacement puppy free of charge and release the Guardian from the original contract.

The Breeder will not owe the Guardian any money regardless.

Non-Transferable - This Contract shall not be transferred to another Breeder or Guardian in whole or in part without prior agreement.

Image Rights: Any pictures taken by the Breeder of a professional quality shall not be altered by the Guardian. The Guardian does not have permission to use these photos to sell to a third party. However, any pictures the Breeder posts on Instagram or Facebook of the Guardian's puppy may be copied by the Guardian and posted to their own social media accounts to share with family and friends (only). Any images shared by the Guardian through email, text or social media will be available for Breeder to copy and share on social media accounts. Breeder will tag Guardian in any posted images.

Integration - This Contract and other Transaction Documents constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understanding, both written and oral, between the Parties or any of them with respect to the subject matter hereof and thereof.

Severability - If any provision of this Guardian Home Contract is determined by a Court to be unenforceable to any extent, the rest of that provision and of this Contract will remain enforceable to the fullest extent permitted by law.

Binding Effect - Except as otherwise provided in this Contract, every covenant, term and provision of this Contract shall be binding upon and inure to the benefit of the parties, and their respective heirs, legatees, legal representatives, successors, transferees and assigns.

Governing Law - The laws of the State of South Australia shall govern the validity of this Contract, without giving effect to its conflicts of law's provisions, the construction of its terms, and the interpretation of the rights and duties of the parties hereto.

Submission to Jurisdiction Waivers - the Breeder and Guardian agree that disputes arising out of or relating to this Contract shall be brought exclusively in the Courts of the State of South Australia. The Breeder and Guardian consent and submit to jurisdiction in such courts and waive all rights to trial by jury.

Enforcement - In the event either party shall seek enforcement of any covenant, warranty or other term or provision of this Contract or seek to recover damages for the breach thereof, the party which prevails in such proceedings shall be entitled to recover reasonable legal fees and expenses actually incurred by it in connection therewith.

Amendments - Any amendments to this Contract may only be made in writing, signed by all the parties to the contract.

RETURN OF THE DOG TO THE BREEDER

The Guardian family may return the dog to the Breeder at any time and nullify this contract.

CONTRACT SIGNATORIES

We, the Guardian's understand and agree to this contract:

Breeder: Chris Moore for Mystic Maltaliers

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Date: / /20

Guardian:

Signature of Guardian Family:

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Date: / /20

Witness:

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Date: / /20