



SHIMMERMINT
SIBERIAN HUSKIES

G U A R D I A N ' S I N F O R M A T I O N

Full Name:

Phone Number:

Email:

Address:

B R E E D E R ' S I N F O R M A T I O N

Full Name:

Phone Number:

Email:

Address:

D O G ' S I N F O R M A T I O N

Kennel Name:

Date of Birth:

Color:

Markings:

Gender:

Microchip ID No:

Dam Name:

Sire Name:

CHIC No:

CHIC No:

AKC No:

AKC No:

P U R C H A S E A M O U N T : _____

Shimmermint Siberians

PO Box 22, Stanhope, New Jersey, 07874

862-200-7358

shimmermintsiberians.com

info@shimmermintsiberians.com

Guardian Home Contract

This contract (the "Agreement") is entered into between Lana Leguía (hereinafter referred to as the "Seller," or "Breeder") and _____ (hereinafter referred to as the "Buyer," "You", "Guardian or "Your") on _____ (the "Effective Date").

OWNERSHIP

Ownership shall remain with the Breeder for five (5) years. The Breeder shall, with written evidence, transfer ownership of the dog to the Guardian after the passage of five (5) years or after the removal of dog from breeding program. Any puppies born to a female dog or any semen from a male dog shall be the sole and separate property of the Breeder. The Guardian shall have no ownership or possession rights to any use of the semen or any ownership claims to any puppies born.

If prior to transfer of ownership from Breeder to Guardian, the following occurrences happen, a penalty of fifteen thousand (15,000) dollars and will be enforced in court.

- Guardian, without the expressed written consent of the Breeder, has the dog spayed or neutered.
- Guardian intentionally causes injury to the dog that prevents the dog from breeding intentionally or out of negligence causes death of the dog.
- Guardian absconds with the dog, transfers possession of the dog to anyone other than Breeder, fails to advise Breeder of any change in Guardian's address, or ceases communication with Breeder.

Guardian Initials _____

At the end of the five (5) year agreement, or after removal from breeding program, the dog will be spayed or neutered at the Breeder's expense. Full legal ownership of the dog will be transferred from the Breeder to the Guardian with limited AKC registration. The Guardian may return the dog to the Breeder at any time and for any reason and the Guardianship agreement will be terminated.

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BREEDER RIGHTS & OBLIGATIONS

Breeder can visit the Guardian's home a maximum of two (2) times per year at pre-arranged times. One (1) unannounced visit can occur a maximum of one (1) time per year.

Breeder has provided written instruction, page six (6) of this agreement, regarding the nutrition, training, vaccination and veterinary care. Breeder has the ultimate decision making power concerning veterinary care. In the event of a medical emergency where reasonable attempts to contact the Breeder have failed, veterinary advised care can be decided by Guardian. Breeder must be notified of the decision within thirty six (36) hours. Euthanasia shall never be decided without written consent of Breeder.

Breeder shall pay for all veterinary expenses related to breeding related costs at the Breeder's expense including but not limited to the following:

- OFA screenings;
- Genetic testing;
- Sperm testing or storage;
- Pregnancy and whelping related care.

Breeder may request stud services of male dog under Guardian's care with a minimum of two (2) weeks notice. Male dog will remain in the care of the Breeder for up to one (1) week for stud servicing. Breeder will take possession of the female during mating or medical insemination for up to one (1) week. The female dog will be in the possession of Guardian during the gestation period. One (1) week prior to whelping the female dog will be in the possession of the Breeder and remain in the Breeder's possession until puppies are weaned and prepared to go to their homes. No less than eight (8) weeks and no more than twelve (12) weeks. Breeder will decide the dog's handler for competitive events. Guardian may only handle the dog at events with written permission of the Breeder.

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GUARDIAN RIGHTS & OBLIGATIONS

Guardian may not use or allow the use of the dog for breeding purposes except as those arranged for by the Breeder. In the event that the Guardian allows the female or male dog to be mated whether purposefully or accidentally, a penalty of fifteen thousand (15,000) dollars will be enforced in court. Guardian is responsible to ensure that all persons residing with the Guardian's home understand and abide by the Guardian contract.

Guardian Initials _____

Guardian shall pay for all routine veterinary and grooming expenses at the Guardian's expense including but not limited to the following:

- Regular vaccinations;
- Monthly heartworm, tick and flea medication;
- Professional grooming.

Guardian must provide Breeder with documentation of any veterinary or routine grooming care. Guardian may not choose or allow any elective veterinary procedures to be performed on the dog without the written consent of the Breeder.

If Guardian decide to license the dog with County or Town in which Guardian live, Breeder must be listed as co-owner.

Guardian must follow Breeder's nutritional guidelines, exercise the dog appropriately and is responsible for properly maintaining, containing, training and caring for the dog using methods approved by the Breeder, as stated on page six (6) of this agreement.

Guardian shall communicate with Breeder each time female dog is in heat, beginning with the maiden heat and every heat thereafter for the duration of this Agreement.

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DEATH OF THE DOG

If the dog dies while in the Breeder’s care, the Breeder will provide a full refund of the full purchase price to the Guardian or Guardian will receive a puppy of equal quality and value. In either event the Guardianship agreement is terminated.

If the dog dies due to negligence on the part of the Guardian, the Guardian owes the Breeder a penalty of fifteen thousand (15,000) dollars and will be enforced in court. Negligence is defined as:

- Failure to contain or supervise the dog in a responsible manner;
- Leaving the dog alone in a vehicle if the outdoor temperature is over 65 degrees;
- Failure to prevent the dog from having access to toxic materials;
- Failure to provide safe means of containment while the dog is in a moving vehicle.

If the dog dies accidentally due circumstances beyond the control of the Guardian, the Guardian does not owe any payment to the Breeder.

Guardian Initials _____

LIFETIME RETURN POLICY

If the Guardian can no longer care adequately for the dog, the Guardian agrees to notify the Breeder. The Guardian acknowledges that they may not be entitled to a refund. The Guardian should return the dog with any provided documentation and records. The Guardian also agrees not to transfer the dog to a shelter, rescue organization, research facility, or pet store. If Guardian is found to have rehomed, sold, or transferred the dog to any shelter, rescue or other third party a penalty of twenty thousand (20,000) dollars will be enforced in court. Guardian will be backlisted from purchasing any animal from Shimmermint LLC, full name will be publicly listed on the ShimmermintSiberians.com website and Breeder will inform it’s network of said breach.

Guardian Initials _____

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NUTRITION & TRAINING

- Under no circumstances should the dog's primary residence be outdoors. If the dog enjoys being outside for long periods of time, they should have a shelter or cover and access to water.
- Pest control inside and outside your home should not include poisons of any kind. Houseplants that are poisonous to dogs should be kept in separate rooms from where the dog will be kept unsupervised.
- Loop leashes or a collar with a flat lead should be used for walking. Never use harnesses. If the dog is struggling with pulling or the heel command during walks, contact the Breeder for training help. Under no circumstance should a flexi lead be used. Use a flat long lead for circumstances that need length or contact the Breeder for help on the recall command.
- Under no circumstances should the dog be beaten or hit as punishment. Please contact the breeder for help understanding negative reinforcement/positive punishment vs abuse.
- Use the stand provided to you or one of similar height for feedings and water access. This is prevent choking, bloat and weakening of pasterns.
- Prior to two (2) years of age, the dog must be kenneled at night or when the dog will be left unsupervised. Never use the kennel as punishment. Pay a treat for entering the kennel. Do not leave pillows, blankets, towels or chewing toys in the kennel. Never leave a collar or leash on the dog inside the kennel.
- Do not feed the dog human food.
- Keep trash away from reach with a trash can with a hinged lid, keeping the trash bin inside cabinetry, or keeping the kitchen and its trash blocked and gated from the dog at all times.
- Do not leave plates leftover from dinner on the tables or counters.
- Maintain the dog food brand the Breeder is feeding the dog.

ENTIRE AGREEMENT

This contract constitutes the entire agreement between the Breeder and Guardian regarding the Guardian relationship and supersedes all prior discussions, understandings, representations, and agreements, both written and verbal.

No modification, amendment, or alteration of this Agreement shall be binding unless it is made in writing and duly executed by both parties. By signing below, both parties acknowledge and agree to the terms and conditions stated in this 7 page Agreement.

GUARDIAN’S SIGNATURE:

DATE:

BREEDER’S SIGNATURE:

DATE:

State of New Jersey)

) ss

County of _____,)

On _____, 20____ before me, _____, Notary Public in and for said county, personally appeared _____, [signer/witness] who has/have satisfactorily identified him/her/themselves as the signer(s) or witness(es) to the above referenced document.

Affix Notary Stamp Here

_____ Notary Public Signature

My Commission Expires: _____

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