

## Guardian Home Bailment Agreement – Acknowledgment

### Dog Information

- Name: \_\_\_\_\_
- Sex: \_\_\_\_\_
- Date of Birth: \_\_\_\_\_
- Microchip #: \_\_\_\_\_

**Guardian Name:** \_\_\_\_\_

**I acknowledge that I have read, understand, and agree to comply with the following obligations while the Dog is in my care. I understand that failure to comply may result in removal of the Dog, financial liability, or legal action.**

Section	Obligation	Guardian Initial
<b>Care &amp; Supervision</b>	Provide daily care, safe confinement, exercise, hygiene, prevent accidental breeding	_____
<b>Health &amp; Veterinary Care</b>	Follow Breeder’s dietary/preventive care instructions; notify Breeder promptly of illness/injury; provide medical records; authorize emergency life-saving treatment if needed	_____
<b>Grooming &amp; Training</b>	Groom professionally every 6–10 weeks; complete approved obedience training; maintain crate training	_____
<b>Vacations &amp; Absences</b>	Give at least 14 days’ notice; maintain pre-approved backup caregiver or licensed boarding; Guardian remains responsible for Dog in third-party care	_____
<b>Transportation</b>	Cooperate with Breeder for breeding or veterinary transport; Breeder not responsible for personal/boarding transport	_____
<b>Breeding Notifications (Female Dogs)</b>	Notify Breeder within 48 hours of first signs of proestrus	_____
<b>Residence</b>	Maintain primary residence within allowed distance (Female: 2.5 hours; Male: 60 min); notify Breeder of temporary relocation	_____
<b>Financial / Incentive</b>	Pay routine feeding costs; provide insurance if applicable; receive breeding incentives as outlined	_____
<b>Death of Dog</b>	Notify Breeder immediately; authorize necropsy if cause unclear; pay \$5,000 if death due to gross negligence	_____
<b>Unauthorized Actions / Liquidated Damages</b>	Do NOT spay/neuter, harm, conceal, or breed Dog without authorization; pay \$10,000 if violated	_____
<b>Communication &amp; Updates</b>	Provide monthly updates with photos; respond to Breeder in good faith; report address/email/phone changes within 5 business days	_____
<b>Miscellaneous / Legal</b>	Follow all Agreement terms; participate in mediation if dispute arises; Michigan law governs Agreement	_____

**Guardian Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Breeder Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# Guardian Home Bailment Agreement

This Guardian Home Bailment Agreement (“Agreement”), dated as of \_\_\_\_\_ (“Effective Date”), is between Lauren Ortiz / Mitten Doodles LLC (“Breeder”) and \_\_\_\_\_ (“Guardian”). The subject of this Agreement is the guardianship of the dog (“Dog”) described below:

- **Name:** \_\_\_\_\_ (to be determined by Guardian if not yet chosen)
- **Sex:** \_\_\_\_\_
- **Date of Birth:** \_\_\_\_\_
- **Microchip #:** \_\_\_\_\_

## 1. Ownership

Ownership, title, and all rights in the Dog remain exclusively with Breeder unless Breeder transfers ownership in writing at its discretion consistent with the breeding program.

- Any puppies born to a female Dog are the sole property of Breeder; Guardian has no rights in such puppies.
- Any semen collected from a male Dog is the sole property of Breeder; Guardian has no rights in such semen.

**Acknowledgment of Ownership by Breeder, Lauren Ortiz:** Initial \_\_\_\_\_ Date \_\_\_\_\_

## 2. Possession

Breeder transfers physical possession of the Dog to Guardian, not ownership. Guardian shall provide care, supervision, and maintenance according to this Agreement. Breeder retains the right to retrieve the Dog for breeding, veterinary care, or other purposes specified herein.

## 3. Breeder Obligations & Rights

While the Dog is in Guardian’s possession, Breeder shall:

- Dietary Guidelines:** Provide written dietary and preventative care instructions. Guardian shall follow these unless written approval for changes is obtained.
- Designated Reproductive Veterinarian:** All breeding-related veterinary care shall be performed at Family Friends Veterinary Hospital, Grand Rapids, MI.
- Female Dog Proestrus Notification:** Breeder shall notify Guardian of proestrus timing; Guardian shall immediately notify Breeder when proestrus begins.
- Breeding / Semen Collection:** Breeder may take temporary possession of the Dog for breeding or semen collection; the Dog shall be returned promptly after completion.
- Pre-Whelping Possession:** Breeder may take possession of a female Dog 5–7 days prior to whelping and shall supervise until puppies are weaned. Dog shall be returned to Guardian thereafter.
- Visitation Rights:** Breeder may visit Guardian up to two (2) times per calendar year at mutually agreed times. Guardian shall not unreasonably deny access; refusal may constitute a material breach.
- Expenses:** Breeder is responsible for veterinary expenses directly related to breeding, whelping, and weaning.
- Insurance:** Breeder shall reimburse Guardian up to \$350/year for Dog health insurance.

i. **Vacation / Absences:** Breeder may board the Dog if Guardian is temporarily unavailable, subject to mutual agreement.

j. **Incentive:**

- Female Dogs: \$500 per litter of  $\geq 3$  live puppies
- Male Dogs: \$100 per litter sired

k. **Transportation:** Breeder is responsible for transporting the Dog for breeding, veterinary care, or other purposes required under this Agreement. Guardian shall cooperate with transport arrangements. Breeder is not responsible for transporting the Dog for Guardian's vacations, absences, or personal reasons requiring temporary boarding; in such cases, arrangements shall be mutually agreed upon.

#### 4. Guardian Obligations

While the Dog is in Guardian's possession, Guardian shall:

a. **Care and Supervision:** Provide daily care consistent with industry standards and Michigan law, including:

- Secure confinement or leash supervision
- Prevent accidental breeding
- Maintain healthy weight
- Ensure house-training, leash-training, crate-training, and safe behavior
- Not house intact males and females together unless approved by Breeder

b. **Preventative Healthcare & Diet:** Follow Breeder's written guidelines; pay routine feeding costs; no diet changes or supplements without written consent.

c. **Veterinary Care:**

- Routine care paid by Guardian
- Administer monthly flea, tick, and heartworm preventatives approved by Breeder
- Notify Breeder promptly of illness or injury
- Provide Breeder access to all medical records
- **Emergency treatment:** Guardian may authorize necessary life-saving treatment if Breeder cannot be reached promptly; Breeder shall be notified as soon as reasonably possible

d. **Vacation / Absences:**

- Provide at least 14 days' advance notice of planned absences when possible
- Maintain at least one pre-approved backup caregiver or licensed boarding facility capable of safely caring for the Dog
- Provide Breeder with contact information of backup caregiver/facility upon request
- Guardian remains fully responsible for the Dog's care, supervision, and compliance while in third-party care

e. **Residence:**

- Female Dog: within 2.5 hours of Breeder
- Male Dog: within 60 minutes of Breeder
- Temporary relocation requires prompt notice

f. **Communication:** Provide monthly updates with photos; respond to Breeder in good faith

g. **Grooming:** Professional grooming every 6–10 weeks; failure to comply after written notice and 3 business days to cure is a material breach

h. **Insurance:** Maintain accident and illness coverage unless waived in writing; provide proof annually

i. **Training:** Complete approved basic obedience training within a reasonable timeframe

j. **Female Dog Obligations:** Notify Breeder within 48 hours of first signs of proestrus

k. **Crate Training:** Dog must be crate-trained

l. **Transportation Cooperation:** Make Dog available for transport by Breeder for breeding or veterinary appointments; Guardian understands Breeder is not responsible for personal/boarding transport

## 5. Ongoing Communications

Notify the other party of any address, email, or phone changes within 5 business days. Failure to respond within 7 consecutive days without justification may constitute a material breach.

## 6. Breach and Remedies

a. **Material & Non-Material Breaches:** Material breaches include jeopardizing the Dog's health, safety, welfare, breeding capability, or Breeder's ownership rights.

b. **Removal:** Breeder may remove the Dog immediately for material breaches; non-material breaches may receive written notice and opportunity to cure

c. **Liquidated Damages:** Guardian shall pay **\$10,000** for unauthorized spay/neuter, willful/reckless harm, unauthorized removal/concealment, or unauthorized breeding. Payment due **10 days** after written notice

d. **Indemnity:** Guardian indemnifies Breeder from third-party claims arising from Guardian's care of the Dog

e. **Equitable Relief:** Breeder may seek immediate injunctive or equitable relief, including possession of the Dog

f. **Attorney Fees & Costs:** Prevailing party in enforcement action is entitled to reasonable attorney fees and costs

## 7. Death of Dog in Guardian's Possession

Guardian shall notify Breeder immediately. If cause is unclear, Guardian shall authorize and pay for a necropsy and provide the report.

- **Natural Causes:** Agreement terminates; obligations accrued prior to termination remain
- **Gross Negligence or Misconduct:** Guardian shall pay Breeder \$5,000 as a reasonable pre-estimate of the Dog's breeding and program value. Payment due 30 days after written notice

### Examples of Gross Negligence:

- Failure to reasonably contain or supervise the Dog
- Leaving Dog unattended in dangerous conditions
- Entrusting Dog to someone incapable of supervision
- Failure to seek timely veterinary care

- Allowing access to toxic substances
- Severe neglect causing medical harm

### **8. Death of Dog in Breeder's Possession**

Breeder shall notify Guardian; necropsy costs borne by Breeder. Agreement terminates for natural/accidental death not caused by Breeder's negligence.

### **9. Transfer of Ownership**

- **Proven Breeder/Sire:** Breeder may transfer ownership once Dog completes breeding program (female: up to 4 litters before age 5; male: breeding until age 6)
- **Potential Breeder/Sire:** If unsuitable for breeding within 2 years, Breeder may offer Guardian purchase at \$1,500 as altered, trained adult; spay/neuter within 30 days; written vet confirmation required

### **10. Dispute Confidentiality & Possession**

- Parties shall not disclose disputes publicly except as required by law
- Breeder may take possession of Dog during disputes
- Prevailing party entitled to attorney fees

### **11. Mediation**

Good-faith mediation required before litigation; confidential; costs borne individually unless agreed

### **12. Inability to Fulfill Agreement**

If Guardian cannot continue obligations:

- Notify Breeder immediately in writing
- Breeder may take possession of Dog
- Guardian not entitled to future compensation but remains responsible for prior violations

### **13. Governing Law**

Michigan law governs, without regard to conflict of laws principles

### **14. Miscellaneous**

- Entire Agreement: Supersedes prior agreements
- Assignment: No transfer without written consent
- Amendments/Waivers: Must be in writing, signed by both parties
- Severability: Invalid provisions limited without affecting remainder
- Counterparts/Electronic Signatures: Considered originals

### **Signatures**

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

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