

GUARDIAN has no ownership or interest in any puppies produced by this **BITCH**. **GUARDIAN** has no rights to eggs produced by this **BITCH**.

The **GUARDIAN** will pay a non-refundable deposit of \$2000 at the commencement of this contract to become the **GUARDIAN** which will become the purchase price at the end of this contract.

The monies will not be refunded if the **BREEDER** cancels the agreement or when the said **BITCH** is retired.

The GUARDIAN HEREBY COVENANTS AND AGREES with the BREEDER that throughout this agreement the GUARDIAN will

a) Provide adequate care of the BITCH by

- Not mistreating, neglecting or allowing harm to come to the **BITCH**
- Safely confining the **BITCH** by use of a physical fence, crate or leash
- using an approved dog restraint when the **BITCH** is travelling in a vehicle
- having appropriate accommodation that keeps the **BITCH** sheltered from all climatic extremes
- feeding the **BITCH** food recommended by the **BREEDER** (Royal Canin Puppy Food, or Royal Canin adult food) – or seeking permission from the **BREEDER** to use an alternative food
- using Nexguard Spectra monthly or Bravecto with Milbemax 3 monthly - or seeking permission from the **BREEDER** to use an alternative flea tick and worming treatment - It is **NOT** recommended that breeding **BITCHES** receive the yearly Heartworm vaccination.

b) Use a qualified veterinarian of their choosing to

- If receiving a puppy **BITCH**, Have the **BITCH** vaccinated at 10 and 14 weeks and then yearly according to the veterinarian's vaccination schedule. All vaccination certificates must be sent to the **BREEDER** within 1 week of them being issued by the vet.
- Provide all necessary veterinarian care for illness and injury at their own (the **GUARDIANS**) expense. Pet Insurance is highly recommended. The **BREEDER** is to be notified immediately of illness or injury to the **BITCH**.

c) Organise Council Registration

- The **BITCH** is to be registered in the name of the **BREEDER** (LUCY WILMOT) but at the **GUARDIAN'S** address. The **GUARDIAN** is to pay the council registration annually and send receipt to **BREEDER** for reimbursement of difference between un-desexed and desexed **BITCH**.

d) Advise the BREEDER

- Of the commencement of **ALL** heat seasons as soon as noticed.
- If the **BITCH** will be residing at a different address at any time for more than 7 days.
- If the **GUARDIANS** are relocating premises. If the **GUARDIAN** moves outside of the Southeast Queensland area than the **GUARDIAN** is responsible to transport the **BITCH** back to the **BREEDER** for mating and whelping when the **BREEDER** advises at the **GUARDIANS** expense for the remainder of the contract.

e) Transport the BITCH

- Upon request to **BREEDER**, a **BREEDER** nominated Clinic or meet **BREEDER** at nominated place for progesterone testing and Reproduction Veterinary consultation.
- Due to the difficulties in determining the exact commencement of a breeding **BITCH'S** ovulation the **BITCH** may be required initially by the **BREEDER** for a period of between 7-21 days for progesterone testing by the **BREEDERS** vet.
- Testing is usually performed 3 or 4 times by the vet but may be more if the **BITCH** has a split season.

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BREEDER INITIAL

- Seven days prior to the due date the pregnant **BITCH** will be required at the **BREEDER's** premises. She will remain with the **BREEDER** until the puppies are fully weaned at approximately 5 to 6 weeks of age.

f) Provide physical access

- To the **BITCH** as required for the purpose of allowing the **BREEDER** to assess the health of the **BITCH**, have health tests conducted to determine the **BITCH's** suitability for breeding and for breeding purposes.

g) Not intentionally mate the BITCH at any time.

- Should the **BITCH** have a mating to an unapproved male and become pregnant, the **GUARDIAN** be required to pay all breeding expenses, vet visits and related costs. The **BITCH** will go to the **BREEDER** as for any other pregnancy. If the **BREEDER** requires the **BITCH** to be in other total care at a different premise for the duration of raising puppies and weaning, the **GUARDIAN** is required to cover total expenses. The **GUARDIAN** will not benefit financially from the sale of the puppies and **GUARDIAN** will be fined \$10,000 for breach of contract. Any legal costs incurred to collect this payment will be paid by the **GUARDIAN**.

h) Understand

- That on very rare occasions the **BITCH** may need to visit an interstate stud **BITCH** or stay at a veterinary clinic for artificial insemination. All costs relating to these requirements will be met by the **BREEDER**.

The BREEDER HEREBY COVENANTS AND AGREES with the GUARDIAN that the BREEDER will at all times during the continuance of this agreement

- Organise and pay any veterinary expenses related to the breeding of the **BITCH**, for example but not limited to - Hip & Elbow scores, PRA eye tests, DNA genetic tests for identification purposes, Colour and genetic disease tests, progesterone testing, artificial insemination etc.
- The **BREEDER** will provide food for the **BITCH** or pay for food, once pregnancy is confirmed until she comes to the **BREEDER** for whelping. The **BREEDER** will also provide worming and flea and tick treatment for the **BITCH** during pregnancy.
- Upon receipt of Council Registration pay within 30 days the difference between the cost of Registration for a non-desexed **BITCH** and a desexed **BITCH**.
- Not hold the **GUARDIAN** nor the **GUARDIAN'S** Servants or Agents liable for accidental death which renders the **BITCH** unable to fulfill its obligations under this Agreement.
- Take the **BITCH** back and dissolve the contract for any reason if **GUARDIAN** no longer wants to care for the **BITCH**.
- Limit usage of the **BITCH** to no more than FOUR (4) Litters.
- The **BREEDER** hereby agrees to take back or have the **BITCH** cared for whilst in 'season' if the **GUARDIAN** feels unable to protect the **BITCH** from other **BITCHS** or harm.

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BREEDER INITIAL

IT IS HEREBY MUTUALLY AGREED AND DECLARED by the BREEDER and the GUARDIAN as follows

- (h) That nothing herein contained shall be held or construed to form or be a partnership between the parties. All expenses and/or revenues associated with the breeding of the puppies will be the responsibility of **BREEDER** (regardless of who incurs the cost) except in the case of accidental pregnancy.
- (i) That this agreement may not be assigned or transferred by the **GUARDIAN** party to a third person.
- (j) That the **GUARDIAN** may terminate this agreement at any time and relinquish custody of **BITCH** if they are not satisfied with any aspect of the agreement. The **GUARDIAN** shall at the **GUARDIAN'S** expense deliver the said **BITCH** to the **BREEDER** at their address as stated on this agreement or such other place as the **BREEDER** shall appoint but at no greater expense.
- (k) That the **BREEDER** may terminate this agreement at any time should the **GUARDIAN** fail to comply with any of the terms and covenants of this agreement.
- (l) The **GUARDIAN** agrees that they will make no charges or any legal action of any nature either as a result of their decision to terminate this agreement.
- (m) That the **GUARDIAN** acknowledges receipt of the **BITCH** described above and hereby releases the **BREEDER** from any liability and responsibility for any illness, disease, accident or injury to or death of the **BITCH** or any damage or loss arising there from, howsoever caused or arising, on the part of the **BREEDER**, its servants or agents whilst the **BITCH** is under the care or control of the **BREEDER** or the **BREEDERS** servants or agents.
- (n) The **GUARDIAN** agrees to allow the **BREEDER** the right to use photographs of the **BITCH** for advertising purposes both during and after the expiration of this agreement.
- (o) At the expiration of this agreement, the **GUARDIAN** will make the **BITCH** available to the **BREEDER** for the purposes of de-sexing by the **BREEDER'S** vet at the **BREEDER'S** expense, and upon de-sexing the **BREEDER** will transfer the full registration of said **BITCH** to the **GUARDIAN**.
- (p) If the **GUARDIAN** has the **BITCH** neutered without written consent of **BREEDER**, **GUARDIAN** will owe **BREEDER** \$10,000 being the value of a Gold Coast French Bulldog **BITCH**. Any legal costs incurred to collect this payment will be paid by the **GUARDIAN**.
- (q) If **GUARDIAN BITCH** is bred without written consent of **BREEDER**, **GUARDIAN** will be required to reimburse **BREEDER** \$5000 for each pup produced in the litter. Any legal costs incurred to collect this payment will be paid by the **GUARDIAN**.

GUARDIAN INITIAL

BREEDER INITIAL

The undersigned agree to all covenants of this agreement. (See *Note below)

Signed _____ Dated _____
(BREEDER)

Signed _____ Dated _____
(WITNESS)

Full Name & Address of WITNESS

AND

Signed _____ Dated _____
(GUARDIAN)

Signed _____ Dated _____
(WITNESS)

Full Name & Address of WITNESS

*NOTE: Witnesses must be 18 years of age or older and not be a party to this agreement.

GUARDIAN INITIAL

BREEDER INITIAL