



# Just Wright Canids Guardian Home Contract

## I. Date and Parties

This contract made the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

ID: State \_\_\_\_\_ Number \_\_\_\_\_

(Hereinafter known as the "Guardian Home") and

Just Wright Canids, PO Box 118. Monclova, OH 43542

(Hereinafter known as the "JWC").

Phone: 567-218-1208

Email: JustWrightCanids@gmail.com

## II. Purchase Price & Description

The Guardian Home agrees to maintain and house the following Canid from JWC with the conditions set forth in this agreement.

Ownership of the Canid shall be maintained by JWC.

Breed/Species: \_\_\_\_\_ (Hereinafter known as  
"Canid") Sex: Male Female

Color/Other Physical Identifiers: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Microchip #: \_\_\_\_\_

Deposit Paid: \_\_\_\_\_ Dollars (\$\_\_\_\_\_)

Deposit will be returned to Guardian Home, in full, at the conclusion of this agreement.

## II: Health & History

- a. Previous vaccination and veterinary records for the Canid will be provided to the Guardian Home.
- b. If Embark results directly related to the Canid (ex. results of the Canid itself and/or the Canid's relatives) are available, they will be provided to the Guardian Home upon request.

Guardian Home Initials: \_\_\_\_\_ Page 1 of 6

- c. If the Guardian Home completes any genetic testing on the Canid, results must be shared with JWC within 72 hours of acquiring results so that continuation of health monitoring and lineage information of JWC's lines may be documented.
- d. JWC may elect to complete genetic testing on the Canid at any time. JWC will pay for the expenses associated with this testing.
- e. If Guardian Home becomes aware of any valuable health information of the Canid, over the lifetime of the Canid, that may have implications for JWC's lines the Guardian Home must inform JWC within 72 hours of discovery. Copies of any records associated with the findings must be provided to JWC within 7 days of discovery. Examples may include, but are not limited to, hip/elbow/other joint findings, physical abnormalities, organ issues such as heart murmurs, etc.
- f. If any contagions are found via a veterinarian within 8 weeks of the sign date of this contract Guardian Home must inform JWC within 24hrs of discovery.
- g. JWC ensures that the Canid has been evaluated for health by a licensed veterinarian and has received appropriate healthcare up to the date of this contract.
- h. Upon signing of this contract the Guardian Home has the sole responsible for the Canid's health and safety by providing appropriate diet, health care, vet care, housing and behavioral enrichment.
- i. After the Guardian Home gains possession of the Canids, the Guardian Home agrees to release any and all veterinary records of the Canid to JWC if requested.

### III. Breeding Rights

- a. The Guardian Home is NOT GIVEN the right to utilize the Canid listed in this contract to produce offspring outside of this contract without consent given by JWC.
  - i. If JWC gives written consent to the Guardian Home to breed the Canid outside of this contract, JWC is entitled to \_\_\_\_\_ dollars (\$\_\_\_\_\_) and \_\_\_\_\_ percent (\_\_\_\_\_% ) of either the gross sale amount of the resulting litter (if the Canid is a female) or the stud fee that was charged (if the Canid is male).
  - ii. If the Guardian Home is found to have bred the Canid without consent while this agreement is in place, the Guardian Home shall immediately return the Canid to JWC and a fine of Two Thousand Dollars (\$2,000) shall be paid to JWC within 30 days.
- b. The Guardian Home does not have the right to spay/neuter the Canid until such time as the Guardian Home is released from this contract.
  - i. If the Guardian Home is found to have spayed/neutered the Canid while this agreement is in place, the Guardian Home shall immediately return the Canid to JWC and a fine of Five Thousand Dollars (\$5,000) shall be paid to JWC within 30 days.

- c. JWC has sole authority to determine or authorize any and all breeding pairings of the Canid.
- d. JWC may regain temporary possession of the Canid at anytime if deemed necessary to successfully complete a breeding pairing. While in JWC possession all necessary care and financial obligations of the Canid will be the responsibility of JWC. JWC will limit possession time to a max of 160 days. JWC will give a minimum of 48 hours' notice to the Guardian Home prior to taking temporary possession of the Canid for breeding purposes.
- e. JWC will be responsible for any costs associated with breeding the Canid for JWC purposes except as otherwise stated within this contract.
  - i. The Guardian Home shall be responsible for transportation, and other associated costs, of the Canid to JWC for breeding purposes.
- f. For every breeding of the Canid, JWC shall give the Guardian Home a set amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_) and \_\_\_\_\_ percent (\_\_\_\_\_% ) of the gross sale amount of the resulting litter as a way of showing our appreciation for being a Guardian Home.
- g. The Guardian Home may not take the Canid out of the Country unless written approval is received from JWC.
- h. The Guardian Home may not take the Canid a distance greater than 300 miles from the JWC address listed on this agreement unless written approval is received from JWC.

#### **IV. Transfer of Possession and Liability**

- a. Possession of the canid shall transfer to the Guardian Home upon signing of this contract. Legal Ownership of the Canid shall remain with JWC.
- b. The Guardian Home is responsible for 100% of costs associated with health, basic care, legal liability, and any other financial obligations of the Canid upon signing of this contract unless otherwise described.
- c. The Guardian Home has sole responsibility to ensure ownership of Canid is legal and/or to complete necessary filings to make ownership legal in their location of residence.
- d. If the Guardian Home cannot, or is found to have not, maintained the health, care or possession of the Canid, for any circumstance and at any point over the lifetime of the Canid, the Guardian Home must immediately surrender the Canid back to JWC. The Guardian Home has a maximum of 48hrs to relinquish possession of the Canid back to JWC.
- e. Canids placed in Guardian Homes by JWC shall never be surrendered to a shelter, rescue, testing facility, etc.
- f. If the Guardian Home is found to have relinquished possession of the Canid to any party for which written authorization to do so was not received by JWC, and JWC is able to regain possession, a fee shall be charged to the Guardian Home of Two Thousand Dollars (\$2,000) plus any costs associated with the successful

return of the Canid to JWC. This fee is to be paid within 30 days from the date that the Canid's possession changed to the un-authorized party.

- g. Any microchip registration for the Canid will remain in the name of JWC until the conclusion of this agreement. At which time the primary registration shall be transferred to the Guardian Home as per the JWC Adoption Contract agreement.
- h. If the Canid is registered under any other registries, the Guardian Home may be added to those registries as a Guardian Home (or as applicable).
- i. Possession and full ownership of the Canid may be regained by JWC at any time, without warning, if the Guardian Home is found to be in violation of any of the conditions laid out in this contract. Upon repossession of the Canid this agreement shall be considered null and void.
- j. If JWC must repossess the Canid for breach of contract the Guardian Home agrees to the following:
  - i. If for any reason the Canid is unable to be repossessed by JWC a fee of Five Thousand Dollars (\$5,000) shall be paid to JWC. The Guardian Home shall be given written notice of the charged fee and allowed 30 days to make the payment.
  - ii. Upon successful repossession of the Canid by JWC, any and all expenses associated with the repossession and needed veterinary care of the Canid shall be billed to the Guardian Home. The Guardian Home shall be provided documentation of the incurred expenses and given 30 days to make the payment to JWC.

## **V. Transfer of Ownership**

- a. The Guardian Home may be released from this contract at any time and at full discretion of JWC.
- b. If the Guardian Home is to be released and gain full ownership of the Canid, a JWC Adoption Contract will be negotiated and signed by both parties. Signing of a JWC Sales Contract for the Canid listed in this contract, by the Guardian Home (Buyer) and JWC (Seller) will nullify this contract from that sign date forward.
- c. While this contract is in effect, JWC maintains the legal ownership of the Canid.

## **VI. Communications**

For the duration of this agreement, the Guardian Home agrees to provide regular communications to JWC in which updates on the Canid shall be conveyed. Updates on the Canid are to be sent to JWC on a once monthly basis at minimum and/or as requested by JWC. JWC may ask for copies of vet records, text updates, picture updates, or video updates. If JWC asks the Guardian Home for an update, or for specific information pertaining to the Canid, the Guardian Home shall fulfill the request within 48hrs.

## **VII. Indemnity & Release**

- a. If any action or failure to act on the part of the Guardian Home shall result in any claim, suit, loss, damage, injury, death, or liability, the Guardian Home agrees to defend, indemnify, and hold JWC harmless and to pay all of JWC's costs and expenses, including reasonable legal fees, any amount paid in settlement and any award or judgment with respect thereto.
- b. Guardian Home releases JWC from any and all liability, costs or damages caused by the Canid after signing of this contract, including but not limited to damage to or destruction of property, and injury to any person.

## **VIII. Limitation of Action**

Any action or claim brought by Guardian Home against JWC for breach of this contract or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.

## **IX. Governing Law**

This Contract shall be governed by and construed in accordance with the laws of Ohio. Any legal actions taken against JWC must be filed in Lucas County, Ohio.

## **X. Severability**

If any provision of this contract is determined to be invalid, illegal, or unenforceable, it shall not affect the enforceability of any other provision of this contract. Rather, the invalid, illegal, or unenforceable provision shall be modified to the extent necessary so that it is valid, legal, and enforceable and reflects the intention of the Guardian Home and JWC.

## **XI. Non-Disparagement**

The Guardian Home agrees to not disparage JWC. "Disparage" shall mean any negative statements, reviews, comments, or feedback, whether written or verbal about this agreement, the services provided, JWC and its employees. This will include all verbal, written, and electronic communication, whether email, text message, posts, use of Yelp, LinkedIn, Facebook, Google, Yahoo, any other online website, or any other form of social media. Should the Guardian Home be found to have disparaged JWC in any manner, the Guardian Home agrees to pay a fine of \$10,000 in addition to any collection costs, attorney fees, court course, other legal expenses, and all other expenses that may be accrued by JWC in order to enforce the rights of JWC under this agreement.

**XII. JWC Promotion**

Guardian Home grants JWC the absolute and irrevocable right and unrestricted permission to use the likeness, image, and/or appearance of the Canid as such may be embodied in any photos, video recordings, audiotapes, digital images, and the like, taken or made on behalf of JWC. This shall also include any content sent to JWC by the Guardian Home even if JWC did not officially request it. Guardian Home agrees that JWC has the complete ownership of such material and can use said material for any purpose, including, but not limited to, videos, publications, advertisements, social media, web sites, and any promotional materials in any medium. Guardian Home acknowledges that they will not receive any compensation for the use of such images, video, likeness, etc.

**XII. Agreement Attestation**

- a. This contract is intended by both JWC and the Guardian Home to be a full and final expression of their agreement and shall not be contraindicated by any prior written or oral contract.
- b. By signing below, both JWC and the Guardian Home acknowledge and agree to the conditions as listed in this contract.
- c. The Guardian Home acknowledges that they have received the Canid and it is now in their possession.

**Guardian Home Signature** \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

**Just Wright Canids Representative (JWC)**

**Signature** \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_