

# Genesis Assistance Dogs, Inc.

P.O. Box 3101 • West Palm Beach, FL 33402  
(561) 329-0277

## Breeder Dog/Caretaker Contract

THIS AGREEMENT ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by and between **Genesis Representative:**

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Referred to hereinafter as Genesis.

### Genesis Breeder Dog Caretaker:

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Referred to hereinafter as Caretaker.

The Dog that is the subject of this Agreement is identified as follows:

Micro Chip # \_\_\_\_\_ Sex \_\_, having the registered name \_\_\_\_\_ and more commonly referred to as \_\_\_\_\_, (referred to hereinafter as the Breeder Dog).

### SIRE:

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

AKC # or Microchip # \_\_\_\_\_ Eye Certification # \_\_\_\_\_

OFA- Hip and Elbow Certification # \_\_\_\_\_

Heart Certification # \_\_\_\_\_

### Dam:

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

AKC # or Microchip # \_\_\_\_\_ Eye Certification # \_\_\_\_\_

OFA- Hip and Elbow Certification # \_\_\_\_\_

Heart Certification # \_\_\_\_\_

NOW, THEREFORE, in consideration of the promises hereinafter made by the parties hereto, it is agreed as follows:

1. Caretaker has applied for and been approved by Genesis for the receipt of a breeder dog. The Breeder Dog is to remain with the Caretaker for the remainder of its life, or as long as this contract is binding. The Breeder Dog shall remain the sole property of Genesis and the Caretaker shall be Breeder Dog's guardian and caregiver until the obligation of this contract is met.

Female dogs will be spayed (at the expense of the Caretaker) after their third litter of puppies and the Caretaker may take ownership of the dog at that time. If the Caretaker does not wish to keep the dog, the dog will be returned to Genesis.

Male dogs are NOT to be neutered without permission of Genesis. At seven years of age, they may be neutered and then the Caretaker has the right to take ownership of the dog. If the Caretaker does not wish to obtain ownership, the dog will be returned to Genesis.

2. The Caretaker agrees to:
  - Make this puppy/dog part of your family; to provide for his/her veterinary care; and properly feed, exercise and groom the Breeder Dog.
  - Keep the puppy/dog as an indoor pet providing for his/her sleeping quarters within your house.
  - Not leave the puppy/dog unattended with young children.
  - To exercise this puppy/dog either on a leash or in a fenced in area.
  - Puppy/dog is not to be tethered or tied out of doors.
  - Maintain (at Caretaker's expense) this dog's physical needs. Breeder Dog shall receive proper veterinary care and inoculations throughout its life, and placed on a heart worm preventative as required by Breeder Dog's veterinarian. Caretaker shall provide annual proof and veterinary contact information to Genesis.
  - Breeder Dog shall not be neglected, allowed to roam free, or to be mistreated in any manner.
  - Breeder Dog shall have a collar with Breeder Dog's current rabies and identification tags and shall be worn by Breeder Dog at all times
  - Breeder Dog shall at no time be transported in the open bed of a pickup truck, or left in a vehicle when the outside temperature exceeds 70 degrees Fahrenheit.
  - Caretaker will notify Genesis of any change of address or contact information, and will maintain contact with Genesis throughout the life of Breeder Dog.
  - Caretaker agrees to two (2) home visitations by a representative of Genesis within the first three (3) months following the effective date of this Breeder Dog contract to determine if the partnership between Caretaker and the Breeder Dog is successful. An annual visitation thereafter will be permitted at the discretion of Genesis, upon reasonable notice.
  - Train the dog according to the Genesis training and socialization protocol. The Breeder Dog should be trained daily and participate in a weekly Genesis-approved dog training class. The Caretaker will strive to have the puppy/dog CGC certified at approximately six (6) months of age and participate in classes to obtain the dog's Delta Pet Partners (or comparable program) certification to become a registered Therapy Animal. The puppy/dog can wear an Assistance Dog "In Training" vest until he/she is two (2) years of age. At two (2) years of age he/she will be an adult and can wear a Therapy Dog vest if he/she has earned the privilege.
  - Make the dog available, at two (2) years of age, for a Genesis representative to take or accompany the Caretaker to a veterinarian of Genesis' choice to obtain all necessary clearances for breeding, such as, but not limited to: OFA hip's and elbows; eyes tested clear from inherited eye disease; and tested by a board certified cardiologist for inherited heart disease. These tests will be paid for by Genesis.
  - If the dog does not pass one or more of the health tests, the dog will be spayed or neutered (at the Caretaker's expense) and the Caretaker will have the option of keeping the dog or returning him/her to Genesis.

- If the dog receives all of his/her health clearances he/she will be made available for Genesis to breed to another dog who has passed all of the recommended clearances. It is understood that female dogs will only produce a maximum of three (3) litters of puppies. Female dogs will be spayed (at the Caretaker's expense) after their third litter of puppies and the Caretaker has the right to ownership of the dog. If the Caretaker chooses not to keep the dog, she will be returned to Genesis.
- The pregnant female will be taken to a Genesis "midwife" fifteen (15) days before the puppies are due. The female will remain in the care of Genesis until the puppies are weaned (approximately six (6) weeks) and then the female will return to their Caretaker.
- Genesis is responsible for all costs incurred for breeding the male or female dog. The Caretaker will be responsible for fees charged for spaying or neutering the dog after breeding obligations have been met.
- The Breeder Dog shall not be sold or given to any individual, or to any retail or wholesale establishment for the purpose of sale, or surrendered to any rescue organization, animal shelter or humane society.
- In the event Caretaker is unable to keep Breeder Dog for any reason or Caretaker elects to terminate this Agreement at any time, Caretaker must immediately notify Genesis whereupon Breeder Dog shall promptly be returned to Genesis. Upon surrender of Breeder Dog, Caretaker agrees to sign all necessary paperwork to confirm Genesis as the sole owner of the dog.
- Caretaker agrees to notify Genesis immediately by phone in the event the Breeder Dog is lost or stolen, at the time of Breeder Dog's death, and/or the death of Caretaker. Genesis reserves the right to request and receive a veterinarian's "cause of death" statement in the event of the Breeder Dog's death.
- Caretaker assumes all responsibility for the Breeder Dog's actions after the effective date of this Contract. Caretaker agrees to hold the Genesis and its Representatives, agents, or affiliates harmless from any and all liability associated with any illness of the Breeder Dog, or damage or injury caused hereafter by said Breeder Dog.
- Governing Law: This contract is to be governed and construed in accordance with the laws of the State of Florida.
- In the event a dispute, claim or controversy shall arise between the parties relating to this Agreement, the parties agree to attempt resolution by mediation, which shall be conducted under the procedure upon which the parties may agree. The parties further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration or other dispute resolution procedures.
- Either party may commence the mediation process by providing to the other party written notice setting forth the subject of the dispute, claim or controversy, and the relief requested. Within ten (10) days after the receipt of the foregoing notice, the other party shall deliver a written response to the initiating party's notice. The parties agree to share equally the costs and expenses of the mediation (which shall not include the expenses incurred by each party for its own legal representation in connection with the mediation).
- The parties further acknowledge and agree that mediation proceedings are settlement negotiations, and that, to the extent allowed by applicable law, all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties or their agents shall be confidential and inadmissible in any arbitration or other legal proceeding involving the parties; provided, however, that evidence which is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.
- The provisions of this section may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including reasonable attorney's fees, to be paid by the party against whom enforcement is ordered.
- Entire Agreement. This Agreement contains the entire understanding of the parties in regard to the Service Dog and there are no representations, promises, warranties, covenants or undertakings other than those expressly set forth herein.
- The undersigned specifically acknowledges that his/her signature below signifies his/her authority to bind all members of the household to the terms of this Agreement.

- Unless otherwise stated herein, all the provisions of this Agreement shall be binding upon the respective heirs, estates, next of kin, executors, administrators, and assigns of the parties.

Client: \_\_\_\_\_ Date: \_\_\_\_\_

GENESIS Representative:

By: \_\_\_\_\_ Date: \_\_\_\_\_