



## Breeder Guardian Program Application & Agreement

All information provided is strictly confidential and for Twisted Clovers use only.

### PRIMARY GUARDIAN

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

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

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

Phone (Morning): \_\_\_\_\_ (Evening): \_\_\_\_\_

Driver's License #: \_\_\_\_\_ State: \_\_\_\_\_

E-mail: \_\_\_\_\_

### CO-RAISER (required if applicant is under 18 years old)

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

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

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

Phone (Morning): \_\_\_\_\_ (Evening): \_\_\_\_\_

Driver's License #: \_\_\_\_\_ State: \_\_\_\_\_

E-mail: \_\_\_\_\_

Relation to primary owner: \_\_\_\_\_

**EMPLOYMENT**

Place of Employment: \_\_\_\_\_

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

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

Phone: \_\_\_\_\_ Ext. \_\_\_\_\_

Hours spent at work Daily: \_\_\_\_\_

**EMERGENCY CONTACT INFORMATION** (someone not living with you):

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

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

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

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

Relation: \_\_\_\_\_

**VETERINARY INFORMATION**

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

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

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

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

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

**FAMILY INFORMATION**

How many adults live in your home (18 and over): \_\_\_\_\_

**MEMBERS OF HOUSEHOLD**

	Name	Age	Relationship to Applicant
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____

Does the entire family support getting a guardian breeding dog? \_\_\_\_\_ Yes \_\_\_\_\_ No

Do you expect any major changes in your life within the next year?

(i.e. Changing jobs, moving, child going off to college, etc.) \_\_\_\_\_ Yes \_\_\_\_\_ No

Describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

How many animals live with you? \_\_\_\_\_

What type of animals are they?

\_\_\_\_\_  
\_\_\_\_\_

Describe your home (size, fenced yard, type of flooring, etc.):

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Describe a typical day for you and your family:

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### EXPERIENCE

Have you ever raised a puppy before? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, how many? \_\_\_\_\_ From what age? \_\_\_\_\_

Have you obedience trained a dog before? \_\_\_\_\_ Yes \_\_\_\_\_ No

Have you attended formal obedience classes? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, what level was completed? \_\_\_\_\_

Have you ever shown a dog? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, which type of show? \_\_\_\_\_

Have you had, or currently have an issue with fleas or ticks? \_\_\_\_\_ Yes \_\_\_\_\_ No

Explain: \_\_\_\_\_

And now this \_\_\_\_\_ day of \_\_\_\_\_, 2023,

\_\_\_\_\_ (name), hereinafter referred to as 'Guardian',

hereby acknowledge that Twisted Clovers has entrusted to me:

Dog Name: \_\_\_\_\_ Dog DOB: \_\_\_\_\_

Dog Gender: \_\_\_\_\_ Dog Breed: \_\_\_\_\_

Dog Microchip #: \_\_\_\_\_ AKC #: \_\_\_\_\_

Hereinafter referred to as 'Breeder Dog'. I understand that breeder dog shall remain the property of Twisted Clovers until such time as it IF FEMALE: produces three (3) successful\* litters or IF MALE: produces litters from age 2-8 years for Twisted Clovers or another agreement is arranged. I am in agreement with and intend to be legally bound by the following conditions:

*\* Success is defined as two or more live puppies at eight weeks of age.*

**GUARDIAN RESPONSIBILITIES** (please initial):

- \_\_\_\_\_ Agrees to maintain breeder dog as a Twisted Clovers breeder and will not breed this dog without the prior consent to Twisted Clovers, and then only to an animal of their choice.
- \_\_\_\_\_ Agrees to all the requirements for the program, and to be responsible for the care, feeding, safety, well-being, socialization and veterinary expenses necessary for breeder dog to be successful in the breeding program during the period that I am the Guardian for this dog.
- \_\_\_\_\_ Agrees to protect the health, safety, and welfare of said dog. Any harm, including but not limited to illness, injury or death that may happen to said dog due to acts of negligence shall result in removal of said dog and Guardian is liable for actual cost of said dog plus incurred expenses paid by Twisted Clovers.
- \_\_\_\_\_ During the period of this contract, any medical, behavioral, or training problems that may arise shall be brought to the attention of Twisted Clovers.
- \_\_\_\_\_ I am responsible for the costs of feeding said dog with the exception of food costs during lactation.
- \_\_\_\_\_ I agree to feed high quality food outlined by Twisted Clovers.
- \_\_\_\_\_ I will notify Twisted Clovers on the first day of each heat.
- \_\_\_\_\_ I agree to assume responsibility for all time and costs involved in transporting breeder dog to the program director for breeding purposes.

- \_\_\_\_\_ I agree to assume responsibility for all veterinary costs incurred including, but not limited to shots, worming, and general health. This includes a yearly lyme/heartworm blood test.
- \_\_\_\_\_ I agree to follow the **monthly** health guidelines by Twisted Clovers involving Heartgard® Plus, Frontline® Gold, and Vet Basics® ChlorConazole Ear Flush medication.
- \_\_\_\_\_ If Twisted Clovers is contacted three (3) times about breeder dog running away or getting lost, Twisted Clovers has the right to immediately possess the dog at third offense.
- \_\_\_\_\_ No breeder dog is to be spayed/neutered, under any circumstances, without prior permission from Twisted Clovers.
- \_\_\_\_\_ At such time as breeder dog has produced three successful\* litters or reached the age of 8 years old for males, the breeder dog will have completed the requirements of this contract.
- \_\_\_\_\_ I agree that all puppies produced through breeding this dog belong to Twisted Clovers and the distribution and/or use of said puppies will be at the sole discretion of Twisted Clovers.
- \_\_\_\_\_ I agree that Twisted Clovers may use breeder dog to breed with dogs of their choice.
- \_\_\_\_\_ I agree to deliver the dog to Twisted Clovers upon request with 24-hour notice for breeding purposes, testing, etc or make arrangements or set up a meeting location.
- \_\_\_\_\_ I agree to notify the program of any changes of address or telephone number and notify Twisted Clovers of any absences or vacation of the local area in advance and give contact information for the dog's caretaker during absence.
- \_\_\_\_\_ I agree that I WILL NOT relocate the dog out of state without prior WRITTEN consent from Twisted Clovers. If for any reason the dog is relocated WITH PRIOR WRITTEN CONSENT, I agree to maintain the contract, including flying the dog to Twisted Clovers at Guardians expense if necessary until the contract is met.
- \_\_\_\_\_ The Guardian will be provided with a copy of the vaccination protocol to be followed for Twisted Clovers breeding dogs. A copy of this protocol will be sent to their local vet upon request.
- \_\_\_\_\_ All visits to the Guardian's vet are to be documented and any new shots or vaccines that are administered are to be pre-approved and a copy of medication information sent to Twisted Clovers for their filing folder on breeder dog.
- \_\_\_\_\_ In the event there is a difference of opinion between the Guardian's local veterinarian and the Twisted Clovers breeding program policy, Twisted Clovers will contact the Veterinarian directly to answer questions and provide information as to how and why our policy was developed. Twisted Clovers will consult with that vet and the vets used by Twisted Clovers in order to make the most informed decision. FINAL decision will be decided by Twisted Clovers. Under NO circumstances is the Guardian to make any major decisions without prior permission from Twisted Clovers.

Guardian agrees to indemnify and hold harmless Twisted Clovers from and against any and all claims, demands, actions, settlement, or judgments, including attorney's fees and litigation expenses, based upon or arising out of the activities described in this agreement, where such claims, demands, actions, settlement, or judgments related to negligence, actions, or omissions of Guardian.

### **TWISTED CLOVERS RESPONSIBILITIES**

1. Is responsible for veterinary costs incurred directly related to the breeding of breeder dog including but not limited to hip and elbow x-rays, heart echos, eye exams, DNA results, c-sections, progesterones, breeding equipment, and semen shipments.
2. Is responsible for extra food cost while the breeder dog is being bred or lactating.
3. Is responsible for ALL the costs of raising the litters including feeding, shots, worming, and vet checks.

### **Call Name and Registration Name:**

Twisted Clovers will determine the Kennel Club register name of each breeder dog. Twisted Clovers will name the dog their everyday call name and the family can change the dog's everyday call name upon placement.

### **Dog Shows and Handling:**

We would like to put AKC titles on all breeding dogs. This means showing the breeder dog at show locations that may be in another state. If the Guardian family is interested in showing the dog, as long as approved by Twisted Clovers, that is encouraged. Twisted Clovers may show the dog or hire a handler to show the dog at any time in the dog career. The dog may be picked up or dropped off by Twisted Clovers or a handler and will communicate with the family on options and plans. The Guardian family is more than welcome to accompany the party to the show, learn, and ask questions. All awards that the dog wins will be given to Twisted Clovers and handed over to the Guardian family at time of Transfer of Ownership.

### **Transfer of Ownership:**

When proof of spay/neuter is received by Twisted Clovers once they are retired from Twisted Clovers breeding program, transfer registration papers on breeder dog and legal ownership will be signed over to the Guardian, freeing the Guardian of any legal obligation to Twisted Clovers.

**Termination of Agreement:**

Twisted Clovers reserves the right to take immediate possession of breeder dog and all rights to this dog if the terms of this agreement are not followed or at any time Twisted Clovers chooses. Twisted Clovers will not compensate Guardian for previous expenditures. Twisted Clovers reserves the right to retire the breeder dog early.

**Spay & Neutering Agreement:**

Twisted Clovers does health testing on all breeding dogs once they are 2 years of age. If a dog passes these health clearances, they will enter the breeding program and after their contract is met, Twisted Clovers will alter the dog and pay for the procedure. If the dog does not pass their health clearances, the dog will NOT enter the breeding program and the family will be responsible for altering the dog at the family's expense.

**Terms of Agreement:**

1. The agreement contains all the terms and conditions agreed upon by the parties. Any modifications or waivers of this Agreement shall only be valid if reduced to writing, signed by both parties and attached to The Original Agreement. No other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto.
2. Guardian understands and agrees that they are not an agent or employee of Twisted Clovers by virtue of this agreement.
3. In the event the terms of this contract must be enforced by legal means the prevailing party shall be entitled to recover its attorney fees and costs from the non-prevailing party.
4. Twisted Clovers has the right to repossess the dog at any time.
5. Guardian agrees to stay in the state of Iowa for the duration of this agreement. If at any time Guardian must leave the state Twisted Clovers will have the option to either take possession of the dog or approve a temporary home for the duration of the contract. You must notify Twisted Clovers (30) days in advance in writing if you plan on moving out of the state of Iowa.



In WITNESS, WHEREOF and INTENDING TO BE LEGALLY BOUND HEREBY the parties have caused this Agreement to be duly executed:

\_\_\_\_\_  
Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Twisted Clovers

\_\_\_\_\_  
Date

## **Liability Form Waiver and Release & Non-Disparagement Agreement**

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

I indemnify and hold harmless from and against all claims, losses, liabilities, and damage to persons or property, governmental charges or fines and attorneys' fees arising out of the acts or omissions of Twisted Clovers, including but not limited to interactions with instructors, attendees, or animals.

I am willing to execute this agreement which will make sure that anything whatsoever that happens relating to the dog, it's training, or my training with the dog, no matter whose fault it is, will not result in any claims for personal injuries or property damages against Twisted Clovers, its officers, agents or employees.

By signing this agreement below, I understand and agree to everything in it. If any person, including me, is injured, or any property, including mine, is damaged, I will never make a claim against Twisted Clovers, its officers, agents or employees for personal injuries or property damage relating to the dog, its training, or my training with the dog, I will pay the claims or judgment.

I agree now and hereafter not to disparage or defame Twisted Clovers in any respect or to make any derogatory comments, whether written or oral, regarding Twisted Clovers or its current or former officers, directors, employees, agents or contracting parties, or its business or operations. The sole exception is that recipient may make truthful statements about Twisted Clovers and/or its current or former officers, directors, employees, agents or contracting parties, or its business or operations, if compelled by Court Order, legal proceeding or otherwise required by law, without violating the aforesaid nondisparagement requirements. If recipient defames or disparages Twisted Clovers or its current or former officers, directors, employees, agents or contracting parties, or its business or operations, then recipient shall be liable for all reasonable expenses incurred by Twisted Clovers, including attorneys' fees and costs, in the enforcement of obligations created by this clause.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_