Converse Premium Labs Guardian Family Contract

The intent of this agreement is to provide _____
(hereinafter referred to as Guardian Family) with a Bryan & Gina Converse – dba Converse Premium Labs the purchase price $2000.00* in exchange for the dog to be included in Converse Premium Labs breeding program. CPL Guardian Families will receive one of following options of their choosing with each litter their dog has:

- Compensation of the price of one puppy
- A puppy from the litter
- (if the litter is 3 puppies or less, the family will receive compensation of half of the price of a puppy)

Ownership of the below-described dog (hereinafter referred to as "Guardian Dog" or "dog") remains the property of Converse Premium Labs, LLC (hereinafter referred to as Breeder), for a period of 5 years or the completion of 3 litters, whichever occurs first. At that time, AKC "Limited" registration/ownership will transfer to Guardian Family.

**(*If the perspective CPL Guardian Home dog does not pass ALL genetic and health testing (OFA, Penn Hips, Heart & Eye testing) the dog will be disqualified from participation in the CPL Guardian Home program and Converse Premium Labs will retain the original purchase price of the dog.
Upon the fulfillment of this contract CPL Guardian family will be reimbursed the original purchase price of the puppy.)**

GUARDIAN DOG NAME:_____
GUARDIAN DOG GENDER: _____
GUARDIAN DOG DOB:_____
GUARDIAN DOG AKC REG #:_____
GUARDIAN DOG MICROCHIP NUMBER:_____

OWNERSHIP: Ownership and all right, title, and interest of the dog shall remain with Converse Premium Labs (CPL) until CPL (at its sole discretion) transfers ownership of the dog to Guardian. Any puppies born to a female dog shall be the sole and separate property of CPL. Guardian shall have no ownership interest or right to possess any such puppies, born or in womb.

POSSESSION: Upon execution of this Agreement, Breeder shall transfer possession of the dog to Guardian. Guardian shall retain possession of the dog and shall provide physical care to and supervision of the dog subject to the terms and conditions of this Agreement.

GUARDIAN FAMILY OBLIGATIONS: During the time the dog remains in the care of the Guardian, and during the term of this Agreement, the Guardian shall also comply with each requirement as listed below:

1. Guardian Family must safely confine the guardian dog by using a traditional fence or restraining the guardian dog by using a leash whenever outside the Guardian's house or yard, especially during proestrus and estrus. Guardians must keep the dog on a leash when outside unless the dog is in the fenced area or directly supervised.
2. Guardian Family must ensure the guardian dog is well socialized to adults, children and other friendly and healthy dogs.
3. Guardian Family must maintain Guardian dog at proper healthy weight and provide regular daily mental and physical exercise.
4. Guardians must provide appropriate veterinary or emergency care when needed including annual shots (core vaccines **ONLY,** including Distemper, Adenovirus, Parvovirus), heartworm preventative (**HeartGuard brand ONLY**), flea and tick prevention (**Frontline Plus or Revolution brand ONLY**). Guardians must communicate any abnormal health or behavior to CPL immediately. Guardian dogs must be fed and provided Purina Pro Plan Puppy Shredded Blend Chicken & Rice Formula with Probiotics Dry Dog Food until the puppy is at least 2 years old and during pregnancy. While not expecting the dog may be transitioned over to Purina ProPlan 30/20 to stay consistent to what they will be fed will in the care of CPL.
Pre-breeding diets may need additional dietary supplements fed, supplied by and at the cost of CPL. Pregnant dogs must not get any medical treatment without consent of CPL, unless a life-threatening emergency to save the life of the dog, and Guardian is unable to reach CPL with reasonable effort.
5. Guardians must notify CPL immediately when a female begins her heat cycle, we need to know DAY ONE of the first siting of the spotting of blood.
6. Guardians must not allow a female around intact males during her cycle, nor allow her to breed with any dogs other than those chosen by the breeder at a time determined by the breeder. (***The puppies will be genetically tested after birth to ensure that the breeding was from the designated CPL male to ensure the certification of the litter. If test show otherwise the contract will be terminated with no compensation awarded to the Guardian.)***
7. Guardians must not allow a male to breed ANY females other than those chosen by the breeder at a time determined by the CPL.
8. Guardians must live within 4 hours or 300 miles from Converse Premium Labs as determined by CPL and with reasonable certainty does not plan to move out of this radius area during time of contract. If Guardian family must move for unforeseen reasons, Guardian agrees to inform CPL as soon as possible and agrees to work with CPL to determine resolution to finish out breeding career and contract for the said dog.
9. Guardians and all others that live within the home must agree and be aware of all the terms of the guardianship contract.
10. Guardians must communicate, cooperate and coordinate with the CPL regarding testing, matings, whelpings, and other breeding related activities and agree to have their pet stay at Converse Premium Labs when needed for any reason.
11. In the event of death of the Bryan and/or Gina Converse this contract will remain intact until end date, and breeding rights taken over by the new ownership of Converse Premium Labs, LLC if applicable.

12. In the event that a major life event occurs (including immediate family member death or severe medical illness) in which the Guardian Family is no longer able to care for the dog and still under contract, the dog will be returned to Converse Premium Labs and contract will be nullified in the event that other agreed upon arrangements can be made.
13. Guardian family MUST maintain a current rabies vaccine certificate.
14. Guardian dogs must also be registered in your town/city to meet your local law and listed as co-owned by Converse Premium Labs, LLC, until contract end date.
15. Guardian family will notify CPL at least 14 days in advance of absences or vacations of the guardian dog or family out of the local area and provide contact information for dog's caregiver. If prior notice is not possible (i.e., in the case of an emergency), Guardian shall notify CPL as promptly as possible. The Guardian dogs will be boarded at CPL's Red Barn Kennel whenever possible. The Guardian dog cannot be boarded in ANY kennel nor boarding facility unless approved by the CPL. Care of Guardian dog during Guardian family's absence must be approved by CPL prior to guardian family's absence.
16. If death of the dog occurs while under contract, the Guardian family will, upon the natural or accidental death of the dog, promptly notify CPL of the particulars of the animal's death. If the cause of death is unclear, Guardian agrees to necropsy the dog and provide the resulting report to the CPL. If the death of the dog was due to natural causes, this Agreement shall immediately terminate and neither party shall have any further obligation to the other party. If the death of the dog was due to wrongful neglect by fault of Guardian family, Guardian family must pay the CPL a sum of the remaining possible litters that were contacted within 60 days of the Guardian dog's death. (Example: 4 Litters of 6 puppies at $2000.00 per puppy =$48,000. Amount subject to total number of puppies born)

PURPOSEFUL NEGLECTFUL Deaths include the following but are not limited to: failure to contain or supervise the dog in a responsible manner, leaving the dog unattended in a vehicle if the outdoor temperature is above 65degrees Fahrenheit or below 40degrees Fahrenheit, theft of the dog due to lack of supervision, leaving the dog in the sole care of a person under the age of 18, or allowing the guardian dog to be grossly underweight or overweight. This penalty is also due if the Guardian breeds the dog intentionally or unintentionally without permission of The Breeder.
Accidental death of dog or natural illness not due to purposeful negligence or genetic causes of death are of NO FAULT of the Guardian family. If death of dog occurs while in possession of Converse Premium Labs for breeding purposes, CPL will provide Guardian family with a new pet puppy at no cost and with no breeding contract as the next born puppy becomes available.

TRANSFER OF OWNERSHIP: when Converse Premium Labs, in its sole and absolute discretion, determines that the dog shall no longer be used for breeding purposes, Breeder shall transfer ownership to Guardian at no cost to Guardian.

1. If the dog is a female, CPL is entitled to a total of [3] litters prior to the dog reaching [5] years of age (with each litter to consist of at least [3] live puppies). If the total yield of puppies is less than [15] live puppies, CPL will be entitled, at CPLs option, to have one additional litter before the dog reaches the age of 6 years.

2. If the dog is a male, Guardian agrees the dog may be used for breeding until the age of [6] years. (or a negotiated additional time frame as agreed upon by the Guardian and CPL)
3. Converse Premium Labs will spay or neuter the dog prior to transferring ownership to Guardian, and the costs related to such spaying or neutering shall be paid by CPL.

VIOLATIONS, PAYMENT TO CONVERSE PREMIUM LABS: In addition to any other remedies that may be available to CPL in an action in equity and/or at law, Guardian will be subject to, and hereby agrees to pay, as a penalty, the sum of $25,000.00 (the "**Liquidated Remedy Amount**") for any of the following enumerated violations of this contract:

1. Guardian has the dog spayed or neutered without CPL's express written consent.
2. Guardian acts intentionally or willfully and wantonly with reckless disregard for the dog's welfare that results in injury to the dog that prevents the dog from breeding or results in the dog's death.
3. Guardian absconds with the dog or ceases communication with CPL; or
4. Guardian allows the dog to breed or be bred without CPL's express written consent (each such occurrence shall subject Guardian to the Penalty Amount).

CONFIDENTIALITY OF DISPUTES, POSESSION: Guardian and Converse Premium Labs agree, that in the event of a dispute between them, neither will publish or communicate the existence or content of such dispute in any media or forum, including social media, provided that this provision shall not prevent either party from bringing legal action or engaging in confidential mediation. If a dispute occurs, CPL will have the right, at CPL's election, as owner of the dog, to possess the dog during the resolution of such dispute.

INDEMITY, ATTORNEY FEES: Guardian agrees to indemnify and hold harmless the Converse Premium Labs LLC, Bryan and/or Gina Converse, or any of its representatives from and against all claims, liabilities, losses, costs, damages (including costs and reasonable attorney's fees) incurred as a result of claims made by third parties against CPL arising out of, or incident to, Guardian's possession of the dog.

AGREEMENT TO MEDIATE: If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation by a mediator before resorting to arbitration, litigation, or some other dispute resolution procedure. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.

INABILITY TO FULFILL AGREEMENT: Both parties acknowledge and agree that unforeseen circumstances may arise in which it becomes impossible for Guardian to uphold Guardian's future obligations under this Agreement. In such circumstances, Guardian must immediately notify Converse Premium Labs and provide a detailed, written statement

of the circumstances that render future performance impossible. Upon receipt of Guardian's written statement, CPL shall have the right to take full possession of the dog. If CPL does take possession of the dog pursuant to this section, Guardian will not be entitled to any compensation from CPL nor be obligated for any future care of the dog but shall not be absolved or released from any past violations of this Agreement nor damages sustained by CPL as a result thereof.

GOVERNING LAW: This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by and construed in accordance with the laws of the State of Ohio without regard to the conflicts of law's provisions thereof.

MISCELLANEOUS: This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior or contemporaneous agreements, negotiations, discussions and understandings, written or oral, between the parties with respect to such subject matter. Neither party may assign, transfer, or subcontract any obligations (or rights) under this Agreement without the prior written consent of the other party. No changes, modifications or waivers to this Agreement will be effective unless in writing and signed by both parties. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement may be executed in any number of counterparts and such counterparts together shall constitute the same instrument. This Agreement may be executed by electronic signature, which shall be considered as an original

REMOVAL OF GUARDIAN DOG: If Guardian family violates any of the terms of this Agreement, Converse Premium Labs may remove the dog from Guardian's possession and this Agreement will immediately terminate.

We must be VERY selective about the families we chose to place our breeding puppies with, because it's important that we can trust our Guardian Families to follow through with the terms of the contract and be willing to work with us and stay in touch with us for an extended period (5 years). We ask families to consider everything explained above before applying to participate in our Guardian Family program. This is something everyone in the family must agree upon. We expect our relationships with our Guardians families to be exceptionally friendly with exciting and fulfilling outcomes.

Converse Premium Labs, LLC Guardian Family Contract
Date of Contract Start:
Date of Contract End:
1. THE DOG
Dog's called name:
Breed: Labrador Retriever
Sex:
Date of birth:

Micro-Chip:

2. THE BREEDER

Name: Bryan and Gina Converse
Kennel name: Converse Premium Labs LLC
Address: 5248 State Route 730
Wilmington, OH 45177
Telephone: 513-616-2703
E-mail: info@conversepremiumlabs.com

3. THE GUARDIAN FAMILY

Name:
Street:
City State Zip:
Telephone:
E-mail:

The Buyer agrees to follow the above contract. If contract is broken, Converse Premium Labs has full rights to retain the dog at any time these conditions aren't met. Once the above conditions and time have expired, the dog will be signed over to the Guardian Family for pet ownership. This contract is effective when signed by both CPL (whether singular or plural) and buyer (whether singular or plural) as statement that the above conditions of contract and expectations and terms are agreed upon by both breeder and buyer.

Breeder's Signatures:

Bryan R. Converse:_____

Havalyn A. Converse (Gina):_____

Guardian's Signatures:

Converse Premium Labs, LLC