

## **ADAMAS Canine Pro, LLC**

## **Dog Handling Agreement**

This Dog Handling Agreement (this "Agreement") is made this _	day of	, 20	between	ADAMAS	Canine	Pro LLC
hereinafter "Handler"), and	(hereinaft	ter "Owner")				

- 1. The purpose of this Agreement is to state the respective duties and obligations of Handler and Owner concerning the presentation of the dog described in the attached Dog Identification Form, by Handler at American Kennel Club recognized shows for the intent of obtaining a Championship, Grand Championship levels or ongoing campaigning towards National ranking.
- 2. This Agreement shall continue in force until such time as it is terminated in writing by either party. In the event either party chooses to terminate this Agreement, written notification shall be made to the addresses at the end of this document.
- 3. In this document, "Handler" refers to Elizabeth Barrett and/or any person in her employ or acting as her agent.
- 4. A \$500 retainer is required for Show Training or for Long Term Boarding, which shall be applied to the final invoice.
- 5. Show expenses will be divided equally among all dogs showing, not only those traveling with and/or boarding with the Handler. This includes dogs that travel with the Handler for show training, but that do not show. Expenses can include fuel, RV hookup, day parking, hotel, airfare, airport parking, rental car, tolls and assistant fees.
- 6. If Owner retains Handler to present the dog at certain shows, and for any reason the dog is absent, the Owner is responsible for handling fees, and boarding fees, if applicable.
- 7. If the dog finishes a desired title before the conclusion of that show weekend/cluster, Owner is still responsible for all handling fees and expenses for the entirety of that show weekend/cluster.
- 8. If the dog is entered in a show weekend/cluster which is cancelled by the show giving club for any reason, Owner is responsible for 50% of all handling fees and their respective share of expenses which cannot be recouped by the Handler for the entirety of that show weekend/cluster.
- Owner authorizes Handler to make show entries, order dog food and obtain veterinary care at Handler's good faith, reasonable discretion using the Owner's credit card. Owner is financially responsible for these expenses arranged by Handler for Owner's dog.
- 10. For dogs shown by Ringside Pickup, Owner agrees to notify Handler as to which shows and classes will be entered, will make such entries prior to the respective closing date, and forward Handler confirmation of entries. It is further understood that failure of Owner to enter dog (e.g. Owner forgets, misses closing date, entries get lost in the mail) after verbally contracting Handler to show a dog will result in assessment of full handling fees for those shows. Fees will also be assessed in full should Owner fail to produce the dog in time to show, pulls dog after close of entries or within 24 hours of closing date. For the purposes of this contract "Ringside Pickup" means a dog that does not travel with or is boarded by the Handler, but rather is turned over to the Handler ringside by the owner or owner's agent to be shown at that moment. Ringside Pickup dogs are expected to be turned over to the Handler bathed and groomed, ready to walk into the ring to be shown. As soon as the dog is finished being shown, the owner or owner's agent will take back possession and responsibility of the dog. The Handler does not provide crating for Ringside Pickup dogs.
- Owner will supply Handler with current vaccine record, including a copy of the dog's rabies certificate. If these records are not produced, or are outdated, Handler may at her discretion obtain vet care to keep dog in good health and up to date on vaccinations, etc. In case of emergency, Handler will attempt to contact Owner, but Handler is in all cases authorized to obtain emergency care as recommended by a vet of Handler's choice. At a show, Handler has full discretion to determine if the dog should not be shown due to dog's mental distress, illness or lameness. In this event, the dog will be marked absent for that show and handling fee will be charged at 50%.
- 12. Owner understands that Handler also exhibits dogs that she owns, co-owns or bred as well as dogs of other breeds. In case of a ring conflict, priority will be at the discretion of Handler. Handler shall use her discretion to select a qualified substitute handler who shall show the dog in the ring if a conflict occurs. In this event, the financial obligation of the Owner is still paid to

Handler; no fee will be due to the substitute. If Handler deems no qualified substitute handler is available, the dog will be marked absent and no handling fee will be charged.

- All Owner dogs that reside with Handler have priority over part-time dogs for class assignments. 13.
- Itemized invoices will be submitted to the Owner on a periodic basis. Owner shall pay invoices in full within 10 days. If 14. additional time is needed to pay invoices in full, those arrangements must be made in advance to services being reserved.
- 15. All accounts have a credit limit of \$1,500. When that limit is reached, it is up to the Handler's discretion whether the dog will be shown.
- 16. Handler agrees to provide reasonable care and control for the dog and to maintain clean and secure housing and transport. Owner will advise Handler of any habits the dog may have that could present a problem in providing this care. Owner agrees to hold Handler harmless for any damage to the dog while in Handler's care, such as disease, sickness, theft, escape or injury from other animals, unless such damage is caused by Handler's outright gross negligence.
- 17. Owner agrees to indemnify Handler for any and all loss, damage, or liability caused by the dog while in Handler's care, custody or control. This includes but is not limited to injury inflicted by the dog on property, other animals, or on persons (including Handler), unless such damage is caused by Handler's outright gross negligence.
- 18. Handler is not legally liable or responsible to Owner or any other person for any damage caused by the dog, regardless of circumstances, unless such damage is caused by Handler's outright gross negligence. Owner agrees to indemnify Handler for any damage caused by dog.
- 19. If Handler is constrained to turn an account over for collection or to enforce this Agreement in court, Owner is responsible for all court costs, collection fees and/or legal fees.
- 20. Monetary prizes, including cash, checks, certificates and gift cards are the property of Handler. All placement and award ribbons/rosettes will be forwarded to the Owner.
- 21. Owner acknowledges receipt of current rates and fees. Rates and fees are subject to change. In that event, Owner will be given a 30 day advance written notification.
- 22. There is a \$25 charge for all returned checks.

By signing below, Owner acknowledges that he/she has read and understood, and agrees to, all rates, terms and conditions listed above. Owner further agrees that he/she is authorized to make this Agreement. This Agreement is to be construed according to the laws of the State of Georgia. The parties agree that in the event of a lawsuit arising out of this Agreement, suit must be initiated in the courts of Gwinnett County, Georgia and that Owner is subject to the jurisdiction of the courts of Gwinnett County, Georgia.

IN WITNESS WHEREOF, the parties h	nave set here to their hands and seals, this day of, 20	_
OWNER:	HANDLER: ADAMAS Canine Pro LLC	
Name	By: Elizabeth Barrett	
Addresss	3375 Centerville Hwy, Box 392305 Snellville, GA 30039 (770 827-1121) Elizabeth@ADAMAScaninepro.com	
Phone	<u> </u>	
E email		