

AGREEMENT

This agreement is made this ____ day of _____, ____

Between Timothy J. Thomas doing business as London Kennels (hereinafter "**Handler**"),

And _____ (hereinafter "**Owner or Responsible Person**").

- 1. PURPOSE OF AGREEMENT.** The purpose of this agreement is to state the duties and obligations of Handler and Owner or Responsible Person, respectively, concerning the placing of the below-described dog with Handler to be shown at dog shows licensed, sanctioned, or recognized by the American Kennel Club or any other recognized Kennel Club, or at any specialty show, training show, match, or other activity which Owner or Responsible Person may designate.
- 2. TERM OF AGREEMENT.** This agreement shall continue in force until such time as either party terminates it in writing. In the event either party chooses to terminate this agreement, written notification shall be made to the following addresses:

Handler:

Timothy J. Thomas
202 Smith Valley Road
Slippery Rock, PA 16057-2316
(724) 735-2198 Home & Fax
(724) 333-0800 Cell
Email: londonkennels@penn.com

Owner or Responsible Person:

Name _____

Address _____

City/State/Zip Code _____

Phone _____ Cell Phone _____

Fax _____

Email _____

- 3. SUBJECT OF AGREEMENT.** The dog, which is the subject of this agreement, is fully described below. The Owner or Responsible Person hereby affirms that the information provided is true and correct, and agrees to indemnify and hold harmless Handler for any damages which may result to the dog, to Handler, to Owner, or Responsible Person, or to third parties from inaccurate information being provided herein:

A. REGISTRATION INFORMATION ABOUT THE DOG

Breed _____ Variety _____

Sex _____ Call Name _____

Full Registered Name of Dog _____

AKC # _____ Date of Birth _____ USA _____

Breeder _____

Sire _____

Dam _____

THE ABOVE-DESCRIBED DOG IS REFERRED TO HEREIN AS "THE DOG."

B. HEALTH INFORMATION ABOUT THE DOG

Regular Diet _____

Chronic Illnesses _____

Date of Last Heartworm _____

Date of Last Tracheobronchitis ("Kennel Cough") Vaccine _____

Date of Last Rabies _____

Date of Last Distemper Vaccine _____

Date of Last Parvo Vaccine _____

Date of Last Hepatitis Vaccine _____

Date of Last Leptospirosis Vaccine _____

If the Dog is on regular heartworm preventative, state the brand name

(i.e., Heartgard or Filarabits) _____

Name, Address, and Telephone Number of veterinarian

C. BEHAVIOR INFORMATION ABOUT THE DOG

Unusual Habits (such as climbing, digging, etc.) _____

Describe Fully Previous Displays of Aggression of **ANY TYPE**
(Including aggression toward other animals or people, whether provoked or unprovoked): _____

D. OWNERSHIP INFORMATION ABOUT THE DOG

Name of Owner (s) of the Dog _____

Street Address _____

City _____ State _____ Zip _____

Telephone _____(Home) _____(Work)

Email Address _____

- 4. **CERTIFICATION AND WARRANTY.** Owner or Responsible Person certifies and warrants that he is the actual owner of the Dog or the duly authorized agent of the owner.
- 5. **AUTHORIZATION.** Owner or Responsible Person hereby authorizes and Empowers Handler to enter the Dog in dog shows, to execute entry forms on Behalf of the Owner or Responsible Person, and to take any other action necessary to comply with such rules as may from time to time be issued by the American Kennel Club or other Kennel Club. Handler is further authorized to travel with the Dog to shows by any necessary means of transportation, except that in the event Handler, in Handler's sole discretion, determines that flight by airplane is appropriate to attend a particular show or shows, it is agreed upon that Handler will not undertake such travel without separate written authority from Owner or Responsible Person.
- 6. **INDEMNIFICATION AND HOLD HARMLESS.** Owner or Responsible Person hereby agrees to indemnify and hold harmless Handler, or Handler's duly authorized agent, from any and all liability for, or which may result from, the following: execution of entry forms for dog shows; transportation or housing of the Dog; any injuries inflicted by the Dog on other animals, on Handler, on Owner or Responsible Person, or on third parties; and any injuries which may be suffered by the Dog, including disability, disease, or death from any cause, including but not limited to running away, theft, fire, injury inflicted by third person, and obtaining veterinary care for the Dog as specified herein. **It is the express intention of the parties to this agreement that except in the case of gross negligence, Handler shall not be held liable to Owner or Responsible Person or to any**

third party or parties, for any acts of the Dog, no matter the circumstances, and Owner or Responsible Person personally agrees to be liable to Handler for any such liability Handler may incur.

- 7. DUTIES OF HANDLER.** Handler agrees to house the Dog in appropriate sanitary kennel conditions, and to provide the Dog with proper nutrition and exercise. Handler agrees to make a good faith, reasonable effort to handle the Dog personally at the shows for which entries have been made, and to exercise good faith in obtaining a substitute if Handler cannot personally handle the Dog. Owner or Responsible Person acknowledges that Handler is responsible for showing dogs other than the Dog, that conflicts in scheduling do arise, and that on occasion Handler may not be able personally to handle the Dog, or may be unable to obtain a substitute handler for the Dog. Owner or Responsible Person agrees that in the event of such a conflict, whether to show the Dog, and by whom the Dog will be shown, is in Handler's exclusive discretion.
- 8. FEES.** The Owner or Responsible Person agrees to pay Handler fees for services performed as specified on the attached Schedule "A," which is incorporated herein by reference. Owner or Responsible Person further agrees to pay Handler for any reasonable and necessary expenses which may arise in taking care of or handling the Dog, which are unforeseen and therefore not provided for in the attached Rate sheet. Handler agrees to submit an itemized bill for all expenses and fees then due and owing on a monthly basis. Owner or Responsible Person agrees to pay these monthly bills in full within 15 days after receipt. If Owner or Responsible Person does not pay the Handler's bill within thirty days after receipt, the amount of bill will bear interest at the rate of 15% per year until paid. Should Handler incur costs of collection, Owner or Responsible Person agrees to pay such costs, including a reasonable attorney's fee. Handler hereby acknowledges receipt of a retainer fee of \$ _____. The parties agree that this retainer shall be applied to the Handler's last bill. Owner or Responsible Person further agrees that, in Handler's sole discretion, the Dog may not be released to Owner or Responsible Person unless and until all monies due and owing have been paid to Handler.
- 9. EMERGENCIES.** In the event that emergency medical care is necessary for Dog, it is agreed that Handler will obtain such treatment from any licensed veterinarian, the expenses of which will be reimbursed by Owner or Responsible Person. Owner or Responsible Person agrees that Handler is not responsible for obtaining routine veterinary care for the Dog, including but not limited to yearly vaccinations, non-emergency X-rays, or treatment for parasitic infestation. Handler agrees that, should Owner or Responsible Person request that such routine veterinary care be obtained for the Dog by Handler, Handler may exercise exclusive discretion in determining from whom such care should be obtained.
- 10. NON-WAIVER PROVISION.** The parties agree that in the event of a Breach by one of them of any term hereof, whether to enforce any or all remedies available to the non-breaching party is in the sole discretion of the non-breaching party. A failure by the non-breaching party to insist on compliance with a given provision, or to take action against the breaching party to enforce the agreement, on any given occasion or on more than one occasion, shall not be construed to waive the non-breaching party's right to insist on compliance in the future, or to resort to any and all remedies available hereunder and at law in event of the future breaches of the agreement.

11. MERGER CLAUSE. There are no other agreements, oral or written, between the parties other than those expressly contained herein. Any prior agreements between the parties, oral or written, are null and void. This agreement expresses the entire agreement between the parties.

12. MODIFICATION. This contract cannot be modified, except in writing signed by both parties.

OTHER. This agreement is to be construed to the laws of the State of Pennsylvania. The parties agree that in the event of a lawsuit arising out of this contract, suit must be initiated in the courts of Butler County. Owner or Responsible Person further agrees that he or she is subject to the jurisdiction of the courts of Butler County, Pennsylvania and hereby waives any defense he or she has or may have to suit in Butler County, Pennsylvania, based on an alleged absence of in personal jurisdiction. This agreement is binding on the heirs, assigns, agents, and legal representative of the parties hereto.

CASH PRIZES. All cash prizes will be given to the Handler and all trophies and ribbons will be mailed to the Owners or Responsible Person.

IN WITNESS WHEREOF, THE PARTIES HAVE SET HERETO THEIR HANDS AND SEALS, THIS

_____ DAY OF _____.

Owner or Responsible Person

Handler

Print Name

Print Name

Witness

Print Name

Address of Owner or Responsible Person:

