

SERVICE DOG AGREEMENT

THIS AGREEMENT, by and between Georgia K9 Training (PROVIDER) and (Client) is entered into this (Date) WHEREAS, (Client) wishes to obtain a dog ("Service Dog") to assist him/her with a disability that has been recognized by (Client)'s doctor; and PROVIDER wishes to assist (Client) in this endeavor; NOW, THEREFORE, the parties agree as follows:

FEES: The parties agree that PROVIDER has agreed to provide and train a Service Dog identified as (CANINE NAME) as a Service Dog at an à la carte fee. (Client) has agreed to pay for training in à la carte format. \$100 per day, \$100 per day of public access training when dog becomes ready (per trainer). The total cost of Service Dog training is not to exceed (Estimated Amount).

Said Service Dog is to be trained as a (type of service) companion to (Client).

Guidance in fundraising for the purpose of raising funds may be provided by PROVIDER upon request, but is not provided with any guarantee. Any training necessary after the Public Access Test shall be provided at PROVIDER's normal hourly rate of \$100 per hour unless otherwise agreed by the parties in writing. Failure of (Client) to attend required classes or training sessions shall be considered breach of this Agreement.

Client agrees to "NO GUARANTEES" as animals are living individuals with specifically individual personalities. PROVIDER will train the Client's dog to the best of their abilities for tasks requested, as well as for public access. If at anytime PROVIDER deems the dog unfit for public access work, (client) will be informed immediately, and can then choose to either continue or discontinue training.

DUTIES OF OWNERSHIP: (Client) agrees to assume all the risks, rights, duties and liabilities of ownership of the Service Dog, including without limitation providing a proper diet, veterinary services, shelter licensing, and all other necessary and appropriate care at the sole cost and expense of (Client).

NO PARTNERSHIP: By entering this Agreement, PROVIDER and Client do not intend and shall not be deemed to be partners, joint ventures, principle and agent, employer and employee, or to share any other similar relationships for any purposes whatsoever.

INDEMNITY: (Client), on behalf of her/himself and all representatives, agents, successors or assigns, agrees to indemnify, protect and hold harmless PROVIDER and its affiliates, agents, officers, directors, employees, representatives, and all of its and their predecessors, successors and assigns, past and present, and each of them, from any and all claims, demands, actions, suits, causes of action, obligations, damages and liabilities of whatever kind or nature which may arise after the date of this Agreement out of any occurrences, acts or omissions in any way connected with the ownership, possession, or handling of the Service Dog.

CONTINUED EDUCATION: The (Client) agrees to uphold the training of the Service Dog as instructed by PROVIDER, recognizing that the Service Dog is a living, breathing creature and that the Service Dog and Client may require continued education lessons after completion of training and/or classes from time to time. These may be provided by in home or in community consultation, consultation at our facility, telephone, text, email or video chat at the discretion of PROVIDER.

NO REPRESENTATION, WARRANTY, OR GUARANTEE: Client acknowledges that PROVIDER makes no representations, warranties or guarantees of any kind with respect to the Service Dog. Client accepts the Dog as is upon completion of training, based upon Client's own inspection and evaluation of the Service Dog. It is understood that a Service Dog is an animal and never intended to replace any medical care or devices, provided by medical professionals. It is understood that as a Service Dog, the dog is never considered 100% accurate in alerting.

SURRENDER: Client or Client's agent may at any time relinquish the Dog to PROVIDER or to a representative of PROVIDER. User understands at the time of relinquishment, ownership and interest in the Dog is surrendered and all decisions regarding placement and/or other disposition of said Dog would be at the sole discretion of PROVIDER.

VEST: The Service Dog Vest represents PROVIDER's authorization for the Service Dog Client to use the Service Dog as a Service Dog. To maintain use of service jacket, Client must complete the training required by PROVIDER prior to the Public Access Test and must thereafter fulfill a minimum of eight annual hours of service dog training with a PROVIDER approved trainer for the active service career of Service Dog or when it is written and agreed by PROVIDER and Service Dog User that other arrangements are made. Other training is encouraged, but may not fulfill this requirement. Use of vest puts Client in "Good Standing" status.

RETIREMENT OF SERVICE DOG: If PROVIDER elects to retire the Service Dog before the dog's second birthday, Client has the first right to ownership, and client will not be billed for the full rate of training, only the training provided to date. If Service Dog is retired for medical, temperament, or alerting accuracy reasons before Service Dog is 24 months, PROVIDER will train a replacement dog at no additional cost to the Client. After the Service Dog is two years old, the client has the option of keeping the Service Dog or placing it with a close family member, friend, or returning it to PROVIDER for placement. Replacement of Service Dog after the dog's second birthday is solely the responsibility of Client. If there is a compelling reason for a placement outside these guidelines, PROVIDER in its sole discretion may reserve the right to make such a placement decision.

CARE OF SERVICE DOG: It is the responsibility of the Client to realize that if their dog is under two years of age, it is still considered to be a puppy. It is understood that Service Dog should be fed quality food to help joints develop and maintain a healthy weight. If Service Dog becomes obese or very thin, Service Dog's health may be negatively affected, potentially leading to severe medical conditions. Grooming needs to be kept up to date and is the sole responsibility of the client, (every 6 -8 weeks) as this is important for the dog to be in public places. The dog should not have matts, smell, or appear dirty at any time.

TERMS & CONDITIONS OF CONTRACT: The Service Dog Client will: (a) properly feed, shelter, and care for the Service Dog in a kind and humane manner. (b) not allow the Service Dog to run off leash, unless in a fenced in area. (c) maintain the Service Dog in good physical condition, keeping it at a reasonable weight, providing all reasonable and necessary veterinary care, and providing the Service Dog with an annual veterinary examination. (d) ensure that if Client's disability is expressed in violent behavior, a responsible adult shall remove Service Dog from the Client and/or room during any such violence to prevent trauma to the Service Dog. (e) not lend, give or sell the Service Dog to any other person. The Service Dog User will not allow the Service Dog to be used as a Service Dog by any other person, nor allow the Service Dog to alert routinely for another person, outside immediate family. (f) Not use or handle the service dog in any manner that would put the health or safety of the Service Dog User, the

Service Dog, or the public, at risk. (g) Not use the Service Dog in any manner which would reflect poorly on the Service Dog Client, the Service Dog, or PROVIDER. (h) Notify PROVIDER immediately of any of the following: (I) Change in Service Dog User's address.

RESOLUTION OF DISPUTES: The Service Dog Client is encouraged to contact PROVIDER with any Service Dog problems. If a dispute arises between the parties, the parties agree that all disputes concerning this Contract shall be resolved by arbitration or mediation This provision shall not preclude PROVIDER from seeking court intervention to protect the safety and/or well-being of the Service Dog.

USER RESPONSIBILITES: Success as a service dog team requires hard work and commitment by both parties. Client agrees to be consistent, patient, loving, and protective in order to accomplish his/her goals. PROVIDER requires that Client make a commitment to your Service Dog, by learning Client's role in this dog/human partnership. This is a long-term commitment and Client will be working multiple times a day with the Service Dog so that he/she can learn and become comfortable in Client's environment. PROVIDER expects that Client's goal in selecting a Service Dog is to form a partnership with the dog; a partnership that will support Client and empower Client to have more control over the circumstances of Client's life.

INDEPENDENT SERVICES: Client hereby confirms that he/she is hiring PROVIDER as a professional, independent dog trainer.

PAYMENT: Payment for services will be billed on a monthly basis. If, at any time, Client is in arrears for more than 30 days without express permission by PROVIDER to extend payments, Client shall relinquish control and ownership of the Service Dog to PROVIDER or one of their representatives, and all funds and fees paid to date shall be forfeited.

GEORGIA LAW: This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia.

Signed this _____ day of _____, 20__

PROVIDER

Client