

AGREEMENT

Clint & Karen Livingston
40757 County Rd 21
Elizabeth, CO 80107

210-865-8415 Cell TCLPDB@aol.com E-mail LivingstonDogs.com

Agent codes for all Superintendents: Clint - GNT0194, Karen - GNT0306

This agreement is made this _____ day of _____, _____
between Clint & Karen Livingston, (hereinafter "Handlers") and

(Hereinafter "Owner or Responsible Person").

PURPOSE OF AGREEMENT. The purpose of the 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 kennel club, or at any specialty show, match, or any other activity which Owner or Responsible Person may designate.

TERMS OF AGREEMENT. This agreement shall continue 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 following address:

HANDLERS:

Clint & Karen Livingston
40757 County Rd 21
Elizabeth, CO 80602
210-865-8415
TCLPDB@aol.com

OWNER OR RESPONSIBLE PERSON:

Name _____
Address _____
City/State/Zip _____

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, Handler, to Owner, or Responsible Person, or to third parties from inaccurate information being provided herein:

REGISTRATION INFORMATION ABOUT THE DOG

Breed _____ Variety _____ Sex _____

Full Name of Dog _____

Call Name _____ AKC # _____ Date of Birth _____

County of Origin _____

Breeder(s) _____

Owner(s) _____

Sire _____

Dam _____

Tattoo or Microchip Number _____

HEALTH INFORMATION ABOUT THE DOG

Regular Diet _____

Chronic Illnesses, medications _____

VACCINATION RECORD

Rabies Date Given _____

DHP Date Given _____

Parvo Date Given _____

Bordetella Vaccine Date Given _____

Tick & Flea Preventative Date Given _____

Heartworm Preventative Date Given _____

If the dog is on a regular heartworm preventative, state the brand name.

Name, address, and telephone number of dog's regular Veterinarian:

BEHAVIOR INFORMATION ABOUT THE DOG

Unusual habits (such as climbing, digging, etc.)

Describe fully previous displays of aggression of ANY TYPE (including aggression towards other animals or People, whether provoked or unprovoked:

OWNERSHIP INFORMATION ABOUT DOG

Name of Owner _____

Name of Co-Owner(s) _____

Street Address _____

City _____ State _____ Zip Code _____

Home phone _____ Cell phone _____

Work Phone _____

E-mail address _____

Emergency Contact Number _____

4. **CERTIFICATION AND WARRANTY.** Owner or Responsible Person certifies and warrants that he is the actual owner of the dog or is duly authorized agent of the actual 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 clubs. 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 form 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 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 or home conditions, and to provide the dog with proper nutrition and exercise. Handler agrees to make good faith, reasonable efforts to handle the dog personally at the shows for which entries have been made, and to exercise good judgment in obtaining a substitute if Handler cannot personally handle dog. Owner or Responsible Person acknowledges the 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 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 by, is in Handler's exclusive discretion. If for any reason the Handler feels the dog should be pulled Including but not limited to aggression, fear, or lameness; the Owner or Responsible Person will not be billed the handling fee for that day. Otherwise, handling fees will be charged unless the entry is withdrawn by the Owner or responsible Person and the Handler is notified prior to the entry closing date.

8. FEES. The Owner or Responsible Person agrees to pay Handler fees for services performed as specified on the attached rate sheet 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 rate sheet. Handler agrees to submit an itemized bill for all expenses then due and owing on a monthly basis. Owner or Responsible Person agrees to pay these monthly bills in full within ten days after receipt. If Handler's bill in not paid by Owner or Responsible Person within thirty days after receipt, the amount so billed will bear interest at the rate of 18 percent 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 is due upon delivery of dog and will be applied to Handler's last bill. Owner or Responsible Person further agrees that, at 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 the dog, it is agreed that Handler will obtain such treatment from any licensed veterinarian, the expenses of which will be reimbursed by the 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 such veterinary care be obtained for the dog by Handler, Handler may exercise discretion in determining from whom such care should be obtained.

10. **NON-WAIVER PROVISION.** The parties agree that on the event of a breach by one of them on any term hereof, whether or 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 of 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 the event of future breaches of the agreement.

11. **MERGER CLAUSE.** There are no other agreements, oral or written, between parties other than those expressed contained herein. This agreement expresses the entire agreement between parties.

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

SPECIAL
ARRANGEMENTS _____

IN WITNESS WHEREOF, THE PARTIES HAVE SET HERETO THEIR HANDS AND SEALS, THIS _____ DAY OF _____, _____.

Owner or Responsible Person

Print Name

Witness

Print Name