

All Show All Go Show Dogs

Carla M. Shreve

11339 Indian Hills Dr. NE

Bolivar, Ohio 44612

(330) 265-1865

carla@allshowallgo.com

Contract Agreement

This agreement is made the _____ day of _____ in the year _____

Between Carla M. Shreve, doing business as All Show All Go Show Dogs (hereinafter "Handler")

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

Regarding the handling and presentation of the below described animal (hereinafter "dog") at AKC licensed conformation dog show events.

Handler:

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Owner or Responsible Person:

Name _____

Address _____

City/State/Zip _____

Phone _____

Email _____

Registration and Health information of dog:

Breed _____ Variety _____

Sex _____ Color _____ DOB _____

Registered Name _____

Call name _____ AKC # _____

Owner(s) _____

Owners' address _____

Breeder(s) _____

Sire _____

Dam _____

Brand of food fed _____

Chronic illnesses _____

Date of last heartworm treatment and brand _____

Date of last flea/tick treatment and brand _____

List dates of last vaccines given:

Rabies _____ Distemper _____ Hepatitis _____ Parvo _____
Leptospirosis _____

Name, address and phone of regular veterinarian

Unusual habits (digging, climbing, chewing) _____

ANY TYPE of previous displays of aggression (including towards animals or people, provoked or unprovoked) _____

I. **PURPOSE AND TERM OF AGREEMENT:** The purpose of this agreement is to state the duties and obligations of handler and owner concerning the placing of the described dog with handler to be shown at dog shows licensed, sanctioned or recognized by the American Kennel Club. This agreement shall remain in force until such time as it is terminated in writing by either party.

II. **SUBJECT OF AGREEMENT:** The dog which is subject of this agreement is fully described. The owner or responsible party hereby affirms that the information provided is true and accurate and agrees to indemnify and hold harmless handler for any damages which may result to the dog, to handler, to owner or to third parties from inaccurate information being provided.

III. **CERTIFICATION, WARRANTY AND AUTHORIZATION:** Owner or responsible person certifies and warrants the he/she is the actual owner of the dog or dually authorized agent of the actual owner. 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. Handler is further authorized to travel with the dog to shows by any necessary means of transportation, except in the event that the handler determines that flight by airplane is appropriate. It is agreed upon that handler will not undertake such travel without separate written authority from owner or responsible person.

IV. **INDEMNIFICATION AND HOLD HARMLESS:** Owner or responsible person hereby agrees to indemnify and hold harmless handler 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.

V. **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 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.

VI. **FEES:** The owner or responsible person agrees to pay handler fees for services performed as specified on the attached Fee Schedule 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 Fee Schedule. 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 fifteen days after receipt. If the handler's bill is not paid by owner or responsible person within forty five days after receipt, the amount so bill will bear interest at the rate of 10 per cent per month 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 \$300.00. 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.

VII. **EMERGENCIES AND VETERINARY CARE:** 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. Handler agrees that, should owner or responsible person request that routine veterinary care, including but not limited to yearly vaccinations, non-emergency X-rays, or treatment for parasitic infestation be obtained for the dog by handler, handler may exercise exclusive discretion in determining from whom such care should be obtained.

VIII. **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.

IX. **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.

X. **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 Ohio. The parties agree that in the event of a lawsuit arising out of this contract, suit must be initiated in the courts of Tuscarawas County. Owner or responsible person further agrees that he or she is subject to the jurisdiction of the courts of Tuscarawas County, Ohio and hereby waives any defense he or she has or may have to suit in Tuscarawas County, Ohio, 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 or handed to the owner or responsible person.

OWNER/RESPONSIBLE PERSON _____

HANDLER _____