

Contract / Agreement



Full Throttle
Terriers

You may print this document and mail to:

Darcy Bartholomay
376 N 3700 E
Rigby, Idaho 83442-5454
208-745-0492

This agreement is made this _____ day of _____,
Between Darcy Bartholomay (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 it is terminated in writing by either party. In event either party chooses to terminate this agreement, written notification shall be made to the following addresses.

Handler:

Darcy Bartholomay
376 N 3700 E
Rigby, Idaho 83442-5454
208-745-0492
Email: idaspud80@msn.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 _____
Veterinarians Name _____ Phone # _____
Address _____

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 _____
Home Telephone _____ Work Telephone _____
Cell Telephone _____ Email Address _____

4. CERTIFICATION AND WARRANTY. Owner or Responsible Person certifies and warrants that he/she is the actual owner of the Dog or the 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 Club. Handler is further authorized to travel with the Dog to shows in 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 Handlers 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 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. Owner or Responsible Person agrees to pay these bills in full within ten day after receipt. If the Handler's bill is not paid by Owner or Responsible Person within thirty days after receipt, the amount so bill will bear interest at the rate of 18 per cent 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.. 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, or 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 Idaho. The parties agree that in the event of a lawsuit arising out of this contract, suit must be initiated in the courts of Bonneville County. Owner or Responsible Person further agrees that he or she is subject to the jurisdiction of the courts of Bonneville County, Idaho and hereby waives any defense he or she has or may have to suit in Bonneville County, Idaho, 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 retained by the Handler and all trophies ribbons will be mailed to the Owners or Responsible Person.

Fee Schedule for Handling and Boarding Fees (Schedule A)

Class	Rate
Dog Show Class	\$ 25.00 *
Best of Breed or Specials	\$ 40.00 *
Specialty show class (includes sweeps & futurity)	\$ 50.00 *
Unless otherwise agreed to, the owner of the client dog is expected to deliver the dog to the handler in a timely manner, bathed, thoroughly groomed, and prepared to be shown. If supplemental grooming needs to be performed by the handler to prepare the dog for showing an additional charge will be assessed as per the below rate of 25.00 per hour. The owner shall be expected to pickup the dog promptly at the prearranged time and location after the show.	* Fee is for Ringside Dog must be brought to the handler ringside, clean, groomed, nails trimmed and trained for the showing. Dogs traveling with the Handler will be charged fees in addition to the ringside rate, which are listed below.
Expenses & Services	Rate
Local Shows within a 400 mile radius of Rigby, Idaho Transportation Round Trip, Show lodging included	25.00 per show day (2 day min.) Not including rates for classes, additional charges, boarding or grooming
Shows outside of a 400 mile radius of Rigby, Idaho Transportation Round Trip, Show lodging included	25.00 per show day (2 day min.) Plus 45 cents per mile traveled round Not including rates for classes, additional charges, boarding or grooming
Boarding Rate for dogs currently being shown Purposes only (Boarding fees includes a high quality kibble, training, grooming, roadwork, and bathing.)	\$ 10.00 per Day
Pre-show grooming such as bathing and trimming	\$ 25.00 per Hour
Additional charges	Rate
Best in Show Win	\$250.00
Group Placement(s)	Group 1 \$100.00 Group 2 \$75.00 Group 3 \$65.00 Group 4 \$55.00

Other Terms and Conditions:

1. All veterinarian charges will be billed at cost.
2. Owner is responsible for all entries unless handler is notified in writing.
3. All checks for handling, boarding, and entry fees should be made payable to Darcy Bartholomay.
4. If a dog is entered and not shown because of inconvenience or personal reasons, the owner will be billed for normal amount of show and board.
5. The handler will be permitted to use his discretion when he has two clients' dogs for Winners, Group, or Best in Show.
6. In case, handler cannot make the ring, a qualified handler will take the said dog into the ring.
7. Owner agrees handler shall not be responsible for illness, death, or loss of dog unless by handler's negligence.
8. For any non-sufficient checks a \$25.00 service charge is added to you're account and my service charges from my bank.
9. Any account turned over for collection will be charged all court cost, legal fees, and collection fees.
10. Prize money awarded in the ring is the property of the handler.
- 11 Pre-show grooming such as bathing and trimming is priced at \$25.00/hr.

**IN WITNESS WHEREOF, THE PARTIES HAVE SET HERETO THEIR HANDS AND SEALS,
THIS _____ DAY OF _____, 2009.**

Owner or Responsible Person : _____

Address of Owner or Responsible Person:

Street Address _____

City _____ State _____ Zip _____

Handler: _____