

Professional Handling Contract Tonia Holibaugh

This agreement is made this _____ day of _____, _____ between

Tonia Holibaugh, (hereinafter "Handler") and _____

_____ (Hereinafter "Owner").

1. **PURPOSE OF AGREEMENT.** The purpose of the agreement is to state the duties and obligations of Handler and Owner concerning the placing of the below-described dog (whether animal is a dog{male} or a bitch{female}, term means both when used in this document in reference to the described animal) with Handler to be trained and conditioned 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 may designate or allow Handler to attend.

This dog is not in the Handler's care for breeding purposes.

2. **TERM OF AGREEMENT.** This agreement shall be in full force and effect from the time it is signed by all parties and shall terminate at the conclusion of the fulfillment of the events as set out herein.
3. **SUBJECT OF AGREEMENT.** The dog which is the subject of this agreement is fully described in the attached Dog Information Sheet. The Owner 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, Owner, any co-owner or responsible person, or to third parties from inaccurate or incorrect information being provided herein.

The dog **MUST** be permanently identified with a MICROCHIP. If the Handler received a dog into her care without a readable MICROCHIP, then she will have her veterinarian implant one at the Owner's expense.

The dog must be accompanied with the attached Health Check form signed by the Owner's veterinarian signed within 10 days before the Handler receives the dog into the her care. The Handler will take the dog to her vet as soon as she is able after receiving the dog and have her veterinarian fill out the same form within a reasonable period of time. A \$75 evaluation fee will be billed to the Owner by the Handler for the initial Vet/Handler Evaluation, if a Health Check form filled out by a veterinarian of the owner's choice does not accompany the dog. If any health issue is discovered that makes the Handler uncomfortable keeping the dog in her care and/or uncomfortable showing the dog, the dog will be returned to the Owner at the Owner's expense. It is the duty of the Owner to disclose and know health concerns of the dog to the Handler before the dog is sent to the Handler.

4. **CERTIFICATION AND WARRANTY.** Owner certifies and warrants that's/ he is the actual owner of the dog or is duly authorized agent of the actual owner.
5. **AUTHORIZATION.** Owner hereby authorizes and empowers Handler to enter the dog in dog shows, to execute entry forms on behalf of the Owner 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 authority from Owner. Owner expressly agrees to pay all expenses incurred by Handler to travel and attend dog show(s) to show the dog in the event Handler travels by airplane or any other means of transportations, including, but not limited to, all airfare, baggage fees, car rental, fuel, mileage, parking fees, show site fees, hotel and food for the Handler, the dog and Assistant(s).
7. **INDEMNIFICATION AND HOLD HARMLESS.** Owner 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

Contract for

Call Name _____

Owner(s) Initials _____

Handler's Initials _____

inflicted by the dog on other animals, on Handler, on Owner or other Responsible Person, or on third parties; 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 a 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 any Responsible Person or to any third party or parties, for any acts of the dog, no matter the circumstances, and Owner personally agree to be liable to Handler for any such liability Handler may incur.**

- 8. 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 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 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 will not be billed the handling fee for that day. **Otherwise, handling fees will be charged unless the entry is withdrawn by the Owner and the Handler is notified prior to the entry closing date.**
- 9. FEES. The Owner agrees to pay Handler fees for services performed as specified on the attached Rate Sheet which is incorporated herein by reference. Owner 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 agrees to pay these monthly bills in full within ten days after receipt. If Handler's bill is not paid by Owner within thirty days after receipt, the amount billed will bear interest at the rate of 18 percent per year until paid. Should Handler incur costs of collection, Owner agrees to pay such costs, including a reasonable attorney's fees.
- 10. DEPOSIT. Owner agrees to pay and Handler hereby acknowledges receipt of a deposit of \$500.00. The parties agree that this deposit is due upon delivery of dog and will be returned at the completion of this Agreement. In the event of a breach of this Agreement Owner agrees that s/he will forfeit this deposit to Handler. Owner or Responsible Person further agrees that, at Handler's sole discretion, the dog shall not be released to Owner unless and until all monies due and owing have been paid to Handler.
- 11. 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 upon request by the Handler. Owner agrees that Handler is not responsible for obtaining routine veterinary care for the dog, including but not limited to vaccinations, non-emergency X-rays, or treatment for parasitic infestation. Handler agrees that, should Owner request such veterinary care be obtained for the dog by Handler, Handler may exercise discretion in determining from whom such care should be obtained.
- 12. NON-WAIVER PROVISION. The parties agree that in the event of a breach by one of them on 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 full 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.
- 13. MERGER CLAUSE. There are no other agreements, oral or written, between the parties other than those expressly contained herein. This agreement expresses the entire agreement between the parties.
- 14. MODIFICATION. This contract cannot be modified, except in writing signed by both parties.

Contract for _____
 Call Name _____ Owner(s) Initials _____ Handler's Initials _____

15. JURISDICTION AND VENUE. This contract is to be construed according to Texas law. All parties are subject to the jurisdiction of Texas courts as all parties reside in Texas counties. All parties agree that proper venue regarding any issue arising from this contract is in Hays County, Texas.

16. SPECIAL ARRANGEMENTS _____

Owner Date

Printed Name of Owner

Owner Date

Printed Name of Owner

Handler – Tonia Holibaugh Date

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Dog Information Sheet

AKC REGISTRATION INFORMATION ABOUT THE DOG:

Breed: _____ Sex: _____ AKC# _____

AKC Name: _____ Call Name: _____

Sire: _____

Dam: _____

Breeder(s): _____ Country of Whelp: _____

Owner(s): _____ Date of Birth: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Home phone: _____ Cell phone: _____ Work Phone: _____

E-mail address (es): _____

Emergency Contact/Number: _____

TATOO OR MICROCHIP NUMBER: _____

Regular Diet: _____

Chronic Illnesses: _____

***** Vaccination Record is required to be provided to Handler upon delivery of the dog. *****

Heartworm Preventative Brand: _____ Date Given: _____

Tick & Flea Preventative Brand: _____ Date Given: _____

Name, Address, and Telephone Number of 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); _____

PLEASE NOTE:

An ACTUAL COPY of the Official AKC Registration Certificate is required to complete this contract.

Contract for _____
Call Name _____ Owner(s) Initials _____ Handler's Initials _____

Rate Sheet for Professional Handling Services For Professional Handler – Tonia Holibaugh

as of January 1st, 2015

Regular Board Rates, Handling Fees and Weekly Bathing Fees

| Breeds | Board Per Day | Handling Fees Per Show | Weekly Maintenance Bathing Fees |
|-----------------------|------------------|---------------------------|------------------------------------|
| Sm Smooth Coat Dogs | \$8 | \$75 | \$15 |
| Maltese | \$10 | \$85 | \$25 |
| Yorkie | \$10 | \$85 | \$25 |
| Other Sm Coated Dogs | \$10 | \$85 | \$25 |
| Med Smooth Coat Dogs | \$10 | \$85 | \$25 |
| Shih Tzu | \$12 | \$95 | \$35 |
| Lhasa Apso | \$12 | \$95 | \$35 |
| Other Med Coated Dogs | \$12 | \$95 | \$35 |
| Lrg Smooth Coat Dogs | \$15 | \$95 | \$25 |
| Lrg Coated Dog | \$15 | \$125 | \$45 |

Special Handling Rates

| | |
|--|------------|
| First Call Specials Flat Rate per month | \$3,000.00 |
| Second Call Specials Flat Rate per month | \$1,500.00 |
| Majors Only/Built majors per show | \$ 200.00 |
| Ringside Handling per show (ring ready) | \$ 125.00 |
| Specialty Shows per show (Addition to regular handling fee) | \$ 40.00 |
| Independent Specialty per show (Addition to regular handling fee) | \$ 100.00 |
| Westminster/ Eukanuba/ National Specialty | \$ 500.00 |
| National Specialty/Fly-ins base rate per day (Pro-rated by dogs shown) | \$ 500.00 |

Bonus Rates

| | |
|--|-----------|
| All-Breed Best in Show | \$500.00 |
| Reserve All-Breed Best In Show | \$250.00 |
| National Best in Specialty Show/West BOB | \$500.00 |
| Best in Specialty Show | \$250.00 |
| WD/WB at Specialties | \$ 50.00 |
| WD/WB at National Specialties | \$100.00 |
| Group First | \$125.00 |
| Group Second | \$ 100.00 |
| Group Third | \$ 75.00 |
| Group Fourth | \$ 50.00 |

Entry Fees

All clients will be required to either enter their dogs themselves or leave a credit card on file with the handler for the handler to enter the dog on their behalf or set up an account with Entry On Time.

Travel Expenses

All dogs will be required to pay travel expenses to and from the shows. These expenses are to include but not be limited to fuel, mileage, hotel, food, parking, rental cars, airline tickets, taxis/car service, baggage fees, reserved grooming, extra help and all other travel expenses.

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Handler's Initials _____

Deposit

All dogs will be required to give the handler a deposit at the point the dog is delivered to the handler. Class dogs will be required to leave a \$750 deposit and Specials will be required to leave a deposit that is equivalent to their monthly flat fee. All deposits will be held during the duration of the dog’s stay with the handler and applied to the final bill. No dog will be returned to their owner until the bill is paid in full.

Training Fees

All dogs are expected to have basic ring manner training prior to coming to the handler. This includes only the basics – the dog will basically walk on a lead, the dog will basically stand on the table for examination and will basically behave during regular grooming. The handler expects to refine the ring manner training to being capable of winning in the ring as part of normal ring training and care of the dog, but expects the basics to be done at home. If the dog does not meet these requirements, additional Basic Ring Training will be required at the owner’s expense. The handler will evaluate the dog when the dog first arrives and apprise the owner if additional training will be needed. Also, should any unforeseen behavioral issues arise during the dog’s stay with the handler, the handler will discuss this with the owner so both the owner and handler can make agreed upon plans on the training future for the specified dog.

Training fees will be billed at a \$75/hours rate.

Special Conditioning Fees

If dogs requires special conditioning during their stay, this will be billed on an individual basis. This could include but is not limited to extra trimming, bleaching, coloring, wrapping and deep conditioning fees. If such special grooming needs arise, the handler will discuss this with the client to arrange for the best possible care of the dog for their owner.

| | |
|--|-----------|
| Dogs Not Shown/Conditioning per month & Dogs in wrappers | \$ 100.00 |
| Bleaching/Trimming/Dematting fee per hour | \$ 50.00 |

Breeding Services

If the owner needs to the handler to assist them by breeding their male or female for them while the dog is in the handlers care, the handler is glad to assist.

Breeding fee for each individual session - \$50.00
 Board rates etc. for additional dog will be based on the fee structure listed on the Rate Sheet.

Extra Traveling Fees

If the handler is required to have the dog transported outside normal dog show travel there will be an extra fee.

| | |
|--|--|
| Regular Veterinary visits pickup/delivery | \$50.00 (Reg Vet) or Ask For Fee (special vet) |
| Airport pickup/delivery | \$50.00 (Austin) or Ask For Fee (other airports) |
| Travel to or from Show for the purpose of delivery | \$50.00 |

Photo Sessions/Grooming Lessons/Handling Lessons

The handler is glad to offer specially arranged Photo Sessions, Grooming Lessons and Handling Lessons for Individuals or Groups as her schedule permits. Each Special Session can be catered to the Individual or Group’s specified needs. Please call for more information and scheduling.

All Expenses incurred for Photo Sessions or Grooming/Handling Lessons, etc, will be pro-rated by the number of Dogs Shown or Photographed or per Person for Lessons. These expenses are to include but not be limited to fuel, mileage, hotel, food, parking, rental cars, airline tickets, taxis/car service, baggage fees, reserved grooming and all other travel expenses.

| | | |
|--|--------------------------------|----------|
| Photo Session (at show/my home) - \$250.00 | Grooming/Handling Lessons/hour | \$100.00 |
| Photo Session (off location/full day) - \$500.00 | Grooming/Handling Lessons/day | \$500.00 |

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 Call Name _____ Owner(s) Initials _____ Handler’s Initials _____

Puppy Examination Check List

Date of Exam:**Breed: Maltese****Sex:****Date of Birth:****Color: White w/Black Points****Weight:****Name of Puppy:**

| | | |
|---|---|--|
| Heart and Lungs: Normal Yes No Comments: | Fontanel: Open Closed Comments: | Knees: Able to Luxate: Yes No Comments: |
| Abdomen: Hernias Yes No Comments: | Ears: Normal Yes No Comments: | Eyes: Normal Yes No Comments: |
| Testicles: Descended Yes No Comments: | Bite: Scissors Level Under Comments: | Hair and Skin Normal Yes No Comments: |
| Shots to date: Date: _____ Date: _____ | Fecal/Deworming: Yes No Comments: | If Applicable: Heartworm test Yes No Bile Acid test Yes No Flea/tick preventative Yes No |

Other comments:

I have examined the above-mentioned puppy and find it to be healthy with no apparent signs of defect or infectious disease.

Signature of Veterinarian

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Call Name _____

Owner(s) Initials

Handler's Initials