

Professional Handling Contract

Tonia Holibaugh Cruz & Edgar Cruz Guevara

This agreement is made this _____ day of _____, _____ between Tonia Holibaugh Cruz/Edgar Cruz Guevara, (hereinafter "Handler") And _____ (Hereinafter "Owner").

1. **PURPOSE OF AGREEMENT.** The purpose of this 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}) with Handler to be trained, and/or conditioned and/or 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. The term "his" also includes the female tense when used herein. Handler and Owner agree that the Handler is being hired by the Owner for the Handler to either: 1) show the Dog which is the subject of this Agreement to his AKC championship, 2) show this Dog to his AKC championship and Grand Championship, 3) Special this Dog for the term as agreed upon by Handler and Owner of _____ months. If this Dog is to be shown as a Special, the Dog is classified as _____ (first call or otherwise).

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. This Agreement will terminate either at the conclusion of the fulfillment of the Purpose of this Agreement as set out herein, or upon 30 days written notice by Handler or Owner to the other that such party seeks to terminate this Agreement.
3. **IDENTIFICATION OF DOG.** The Dog which is the subject of this agreement is fully described in the attached Dog Information Sheet, which is incorporated herein by reference. The Owner hereby affirms that the information provided is true and correct. Owner further specifically 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, which is incorporated herein by reference, signed by the Owner's veterinarian within 10 days before the Handler receives the dog into 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. This exam is at Handler's expense. However, if Owner fails to deliver a completed Health Check form at the time possession of the Dog is give to Handler, a \$75 evaluation fee will be billed to the Owner by the Handler for the initial Vet/Handler Evaluation. If any health issue is discovered by Handler's vet which 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 know of and disclose to Handler any health concerns of the dog.

4. **CERTIFICATION AND WARRANTY.** Owner certifies and warrants that s/he is the legal owner or co-owner of the dog and has the other co-owner's permission to deliver this Dog to Handler for the purposes stated herein, or is duly authorized agent of the legal owner(s). Handler assumes no liability for any disagreement regarding this Dog between co-owners and will not become engaged in any such disagreement for any reason. The Owner who signs this Agreement is legally bound by its terms and Handler will seek payment of fees incurred under this Agreement from such Owner regardless of the existence of any co-owners. Any conflict between multiple Owners regarding this Agreement and/or payment of fees incurred pursuant to this Agreement must be dealt with by the Owners without any involvement of Handler in any dispute. The Owner signing this Agreement specifically acknowledges Handler will seek compliance with the Agreement and payment of any fees hereunder solely from the Owner signing this Agreement.

Dog's Call Name

Owner(s) Initials

Handler's Initials

HANDLING CONTRACT EFFECTIVE AS OF APRIL 1ST, 2022

5. **AUTHORIZATION.** Owner hereby authorizes and empowers Handler to execute entry forms on behalf of the Owner, pay applicable entry fees, 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 from Owner. Owner expressly agrees to pay all expenses incurred by Handler to travel and attend such dog show(s) to show the dog in the event. If Handler travels by airplane or any other means of transportations solely for the purpose of showing the Dog which is the subject of this Agreement Owner specifically agrees s/he is responsible for all expenses incurred for such travel including, but not limited to, all airfare, baggage fees, car rental, fuel, parking fees, toll road fees, show site fees, hotel and food for the Handler, the dog and any Assistant(s).
7. **INDEMNIFICATION AND HOLD HARMLESS.** Owner hereby agrees to indemnify and hold harmless Handler, or Handler's duly authorized agent and/or Assistants from any and all liability 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 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 agrees 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 Owner's dog, and that conflicts in scheduling do arise. On such occasions Handler may not be able to personally 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 is in Handler's exclusive discretion. If for any reason the Handler feels the dog should be pulled from an entered show because of aggression, fear, or lameness the Owner will not be billed the handling fee for that day. **Except as stated in this paragraph all handling fees will be charged unless the entry is withdrawn by the Owner and the Handler is notified prior to the entry closing date. This includes times where Handler has an unavoidable conflict and the Dog does not make it into the ring for judging.**
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 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 ten days after receipt, the amount billed will bear interest at the rate of 10 percent per year, compounded monthly until such sum(s) are paid in full. Should Handler incur costs of collection, Owner agrees to pay such costs, including a reasonable attorney's fees.
10. **EMERGENCIES.** In the event emergency medical care is necessary for the dog, it is agreed that Handler has Owner's express authority to 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 for the dog, Handler may exercise discretion in determining from whom such care should be obtained. All fees incurred in obtaining routine vet care will be reimbursed by Owner, including fees for transportation.

 Dog's Call Name

 Owner(s) Initials

 Handler's Initials

- 11. NON-WAIVER PROVISION. The parties agree that in the event of a breach by one of them on any term of this Agreement, the decision as to whether the non-breaching party will 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 shall not be construed to waive the non-breaching party's right to insist on full compliance in the future or to pursue damages for any breach.
- 12. 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. This document consists of 8 pages. Pages 4-8 are specifically incorporated herein as material terms of this agreement between Handler and Owner and are an essential part of this Agreement.
- 13. MODIFICATION. This contract cannot be modified, except in writing signed by both parties.
- 14. 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.
- 15. SPECIAL ARRANGEMENTS _____

OWNER ACKNOWLEDGES THAT S/HE HAS READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT. OWNER UNDERSTANDS THAT THIS AGREEMENT IS A LEGAL AND BINDING AGREEMENT BETWEEN OWNER AND HANDLER. OWNER AGREES S/HE HAS HAD THE OPPORTUNITY FOR LEGAL COUNSEL TO REVIEW SUCH AGREEMENT PRIOR TO SIGNING IT. OWNER ALSO ACKNOWLEDGES RECEIVING A COPY OF THIS AGREEMENT WITH ALL SIGNATURES.

 Owner Date

 Printed Name of Owner

 Owner Date

 Printed Name of Owner

 Handler – Tonia Holibaugh Cruz/ Edgar Cruz Guevara Date

 Dog's Call Name Owner(s) Initials Handler's Initials

Dog Information Sheet

AKC REGISTRATION INFORMATION ABOUT THE DOG:

Breed: _____ Date of Birth: _____ Sex: _____ AKC# _____

AKC Name: _____ Call Name: _____

Sire: _____

Dam: _____

Breeder(s): _____ Country of Whelp: _____

Owner(s): _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

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

E-mail address (es): _____

Emergency Contact/Number: _____

MICROCHIP NUMBER: _____ Regular Diet: _____

***** Vaccination Record/Titer Testing is required to be provided to Handler upon delivery of the dog. *****
 ***** Dog should be currently inoculated for Rabies, DHP-P, Kennel Cough and Canine Influenza. *****
 ***** All dogs in the Handler's care must be treated with a heartworm/flea preventative monthly *****

Chronic Illnesses: _____

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:

A true and correct of the Official AKC Registration Certificate and Vaccine Record is required to complete this

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contract. Failure to provide a true and correct copy will be considered a breach of this Agreement by Owner.

Rate Sheet for Professional Handling Services for Tonia Holibaugh Cruz & Edgar Cruz Guevara

as of April 1, 2022

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	\$90	\$15
Maltese	\$10	\$100	\$25
Yorkie	\$10	\$100	\$25
Other Sm Coated Dogs	\$10	\$100	\$25
Med Smooth Coat Dogs	\$10	\$100	\$25
Shih Tzu	\$12	\$100	\$35
Lhasa Apso/Pekingese	\$12	\$100	\$35
Other Med Coated Dogs	\$12	\$100	\$35
Lrg Smooth Coat Dogs	\$15	\$100	\$25
Lrg Coated Dog	\$15	\$125	\$45

Special Handling Rates

First Call Specials Flat Rate per month	\$2,500.00
Second Call Specials Flat Rate per month	\$1,500.00
Third Call+ Specials Flat Rate per month	\$1,000.00
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)	\$ 50.00
Independent Specialty per show (Addition to regular handling fee)	\$ 100.00
Westminster/ Eukanuba/ National Specialty	\$ 500.00
Fly-ins base rate per day (Pro-rated by dogs shown)	\$ 500.00

Bonus Rates

(Bonus rates are billed accordingly to all dogs based on their wins in addition to the above 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

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Entry Fees

All clients will be required to either enter their dogs themselves, 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 Service. Handler will not be responsible in any way for the failure to enter the Dog on time for any given show.

Dog Show Travel Expenses

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

Deposit

All Class dogs are required to leave a \$750 deposit with Handler at the time the dog is delivered to Handler. Specials are required to leave a deposit that is equivalent to their monthly flat fee for one month. 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.

Breeding Services

If the owner needs the handler to assist them by breeding their male or female for them while the dog is in the handler's 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

Training Fees

All dogs are expected to have basic ring training prior to coming to the handler which consists of the basics – the dog should walk on a lead, the dog should stand on the table for examination in relation to age and experience. Dogs are also expected to generally behave during regular grooming. The handler expects to and will refine the ring manner and grooming training for each dog in order for the dog to be presented properly in the ring. If the dog does not meet these basic behavior requirements, additional Basic 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 prior to being shown in the ring for the first time. 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 dog.

Training fees will be billed at \$75/hour rate. Training time less than 30 minutes will be billed at half rate. Any time over 30 minutes will be billed at full rate.

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Special Conditioning Fees

If, in the Handler's professional opinion, a dog requires special conditioning during their stay in order to either correct the condition or improve the condition in order to present the dog at its best in the ring, additional fees will be charged. 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	\$ 100.00/month
Dogs in wrappers	\$ 100.00/month
Bleaching/Trimming/Dematting fee	\$.00/hour

Dog Food, Supplements & Grooming Products

I feed the dogs in my care Purina Pro Plan Grain Free Chicken & Egg Small Breed or Pro Plan Toy Breed dry food and Pro Plan Chicken & Carrot Chopped canned food. If you wish your dogs to be fed any other quality food, I am glad to do so at the owner's expense. Arrangements can be made to have the food shipped to me via Chewys.com.

I can give vitamins/supplements to your dog to aid in conditioning your dog. These can be purchased at the Owner's expense. Please contact me to discuss your individual dog's conditioning plan.

I have basic grooming products that I use on all the dogs in my care for free. I also carry the full line of products in my online store www.showandpetessentials.com. I highly recommend these products and I am glad to use these quality products on your dog. After a consultation between the Handler and Owner on the best course of action for their specific dog's needs, the Owner can purchase products to be specifically used on their dog.

All items; ie food, supplements and grooming products, purchased by the Owner for their specific dog(s) will be labelled accordingly and only used on that client's dog(s). Any leftover products at the time of pick up will be given back to the client as well as any other items they may leave with the Handler for their dogs.

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 groomed, trained, 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

 Dog's Call Name

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Veterinary Check Up Sheet

Date of Exam:

Name of Dog:

Breed:

Date of Birth:

Sex:

Color:

Microchip #

Owner:

<p>Heart and Lungs:</p> <p>Normal: YES NO</p> <p>Comments:</p>	<p>Fontanel: OPEN CLOSED</p> <p>Comments:</p>	<p>Knees:</p> <p>Able to Luxate: YES NO</p> <p>Comments:</p>
<p>Abdomen:</p> <p>Hernias: YES NO</p> <p>Comments:</p>	<p>Ears:</p> <p>Normal: YES NO</p> <p>Comments:</p>	<p>Eyes:</p> <p>Normal: YES NO</p> <p>Comments:</p>
<p>Testicles:</p> <p>Descended: YES NO</p> <p>Comments:</p>	<p>Bite:</p> <p>SCISSORS LEVEL UNDER</p> <p>Comments:</p>	<p>Hair and Skin:</p> <p>Normal: YES NO</p> <p>Comments:</p>
<p>Shots to Date:</p> <p>Provide Vaccine Record</p> <p>Flea/tick prevention</p> <p>YES NO</p>	<p>Fecal/Deworming:</p> <p>YES NO</p> <p>Comments:</p>	<p>If Applicable:</p> <p>Heartworm test YES NO</p> <p>Bile acid test YES NO</p>

Other Comments:

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

Signature of Veterinarian

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