



Breeder Caretaker Application & Agreement

All information provided is strictly confidential and for NHSD use only.

This agreement is to be mailed or given directly to NHSD at the above address after being signed.

Date _____

Name: _____ Date of Birth: _____

Address: _____

City/State/Zip: _____

Phone (Home): _____ (Cell): _____ (Work) _____

Driver's License #: _____ State: _____

Social Security #: _____

E-mail: _____

CO-RAISER (Required if applicant is under 18 years old)

FULL NAME: _____ DATE OF BIRTH: _____ GENDER: _____

ADDRESS: _____

CITY, STATE, ZIPCODE: _____

PRIMARY PHONE: _____ HOME: _____ CELL: _____

EMAIL: _____ WORK PHONE: _____ EXT: _____

PREFERRED CONTACT METHOD: _____

DRIVER'S LICENSE #: _____ STATE: _____ SOCIAL SECURITY#: _____

Employment

Place of Employment _____

Address _____

City _____ State _____ Zip _____

Phone _____ Ext. _____ Supervisor's name? _____

Do we have your permission to verify your employment, if necessary? _____ Yes _____ No

EMERGENCY CONTACT INFORMATION (someone not living with you):

Name: _____

Address: _____

City/State/Zip: _____

Phone Numbers (Home): _____ (Cell): _____

E-mail: _____

VETERINARY INFORMATION

Name: _____

Address: _____ City/State/Zip: _____

Phone: _____ Fax: _____

FAMILY INFORMATION

HOW MANY ADULTS LIVE IN YOUR HOME, (18 and over) _____

MEMBERS OF HOUSEHOLD

| | NAME | AGE | RELATIONSHIP TO APPLICANT |
|----|-------|-------|---------------------------|
| 1. | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ |
| 4. | _____ | _____ | _____ |
| 5. | _____ | _____ | _____ |

DOES THE ENTIRE FAMILY SUPPORT THIS PROJECT? _____ YES _____ NO

DO YOU EXPECT ANY MAJOR CHANGES IN YOUR LIFE WITHIN THE NEXT YEAR?

(i.e. Changing jobs, moving, child going off to college, etc.) _____ YES _____ NO

DESCRIBE:

HOW MANY ANIMALS LIVE WITH YOU? _____

WHAT TYPE OF ANIMALS ARE THEY?

DESCRIBE YOUR HOME (size, fenced yard, type of flooring, etc.)

DESCRIBE A TYPICAL DAY FOR YOU AND YOUR FAMILY:

WHAT IS YOUR WORK SCHEDULE? _____

HOW MANY HOURS EACH DAY ARE YOU AWAY FROM YOUR HOME? _____

EXPERIENCE

HAVE YOU EVER RAISED A PUPPY BEFORE? _____ YES _____ NO

IF YES, HOW MANY? _____ FROM WHAT AGE? _____

HAVE YOU OBEDIENCE TRAINED A DOG BEFORE? _____ YES _____ NO

HAVE YOU ATTENDED FORMAL OBEDIENCE CLASSES? _____ YES _____ NO

IF YES, WHAT LEVEL WAS COMPLETED? _____

HAVE YOU EVER SHOWN A DOG? _____ YES _____ NO

IF YES, WHAT TYPE OF SHOW? _____

HAVE YOU HAD, OR CURRENTLY HAVE AN ISSUE WITH FLEAS OR TICKS? _____

EXPLAIN _____

And now this _____ day of _____, 20_____, _____, hereinafter referred to as Breeder Caretaker, hereby acknowledge that New Horizons Service Dogs, hereinafter referred to as (NHSD), has entrusted to me _____, a _____(age) old female _____(breed) hereinafter referred to as breeder dog. I understand that breeder dog shall remain the property of NHSD until such time as it produces four (4) successful* litters for NHSD. I am in agreement with and intend to be legally bound by the following conditions:

Breeder Caretaker Responsibilities: Please Initial

- _____Agrees to maintain breeder dog as a NHSD breeder and will not breed this dog without the prior consent of NHSD, and then only to an animal of their choice.
- _____Agrees to all the requirements of the NHSD Program, and to be responsible for the care, feeding, safety, well-being, socialization and veterinary expenses as necessary for breeder dog to be successful in the breeding program during the period that I am caretaker of this dog.
- _____Agrees to protect the health, safety and welfare of said dog. Any harm, including but not limited to illness, injury or death that may happen to said dog due to acts of negligence shall result in the removal of said dog and Breeder Caretaker is liable for actual cost of said dog plus incurred expenses paid by NHSD.
- _____During the period of this contract, any medical, behavioral, or training problems that may arise shall be brought to the attention of NHSD.
- _____I am responsible for the costs of feeding said dog with the exception of food costs during lactation.
- _____I agree to feed such food as is required by NHSD.
- _____I will notify NHSD on the first day of each heat.
- _____I agree to assume responsibility for all time and costs involved in transporting breeder dog to the program director for breeding purposes.
- _____I agree to assume responsibility for all veterinary costs incurred including, but not limited to, shots, worming, and general health.
- _____If because of health or temperament reasons breeder dog is found to be unsuitable as a breeding dog I will have it spayed.
- _____I agree that the breeder dog will be raised like other puppies in the program and will have public access until she turns 2 years old, including obedience classes, training of basic service dog skills and socialization. Once she turns 2 years of old she loses public access and the in training vest is returned to NHSD.
- _____No breeder dog is to be spayed, under any circumstances, without prior permission from NHSD.
- _____At such time as breeder dog has produced four successful* litters for NHSD, breeder dog will have completed the requirements of this contract.
- _____After four successful* litters I agree to have breeder dog spayed and provide proof of spay to NHSD.

- _____ I agree that all puppies produced through breeding this dog belong to NHSD and the distribution and/or use of said puppies will be at the sole discretion of NHSD.
- _____ I agree that NHSD may use breeder dog to breed with males of their choice.
- _____ I agree to deliver dog to NHSD upon request with 24-hour notice for breeding purposes, testing, etc.
- _____ I agree to notify the program of any changes of address or telephone number and notify NHSD of any absences or vacation of the local area in advance and give contact information for the dog's caretaker during absence.
- _____ I agree that I WILL NOT relocate dog out of state without prior WRITTEN consent from NHSD. If for any reason dog is relocated WITH PRIOR WRITTEN CONSENT, I agree to maintain the contract, including flying the dog to NHSD at breeder caretakers expense if necessary.
- _____ The Breeder Caretaker will be provided with a copy of the vaccination protocol to be followed for NHSD dogs. A copy of this protocol will be sent to their local vet upon request.
- _____ In the event there is a difference of opinion between the Breeder Caretakers local Veterinarian and the NHSD breeding program policy, NHSD will contact the Veterinarian directly to answer questions and provide information as to how and why our policy was developed. NHSD will consult with that vet and the NHSD vet(s) in order to make the most informed decision. FINAL decision will be decided by NHSD. Under no circumstances is the breeder caretaker to make any major decisions without prior permission from NHSD.
- _____ Breeder Caretaker agrees to indemnify and hold harmless NHSD from and against any and all claims, demands, actions, settlements, or judgments, including attorney's fees and litigation expenses, based upon or arising out of the activities described in his agreement, where such claims, demands, actions, settlements, or judgments relate to negligence, actions, or omissions of Breeder Caretaker.

NHSD Responsibilities:

1. Is responsible for veterinary costs incurred directly related to the breeding of breeder dog including but not limited to hip and elbow X-rays and eye exams, and C-sections.
2. Is responsible for food costs only while the breeder dog is at the NHSD facility.
3. Is responsible for the costs of feeding the puppies until they are turned into the NHSD program or while at NHSD facility.
4. Is responsible for initial costs for puppy litters (ex: vaccinations and worming) prior to placement.

Transfer of Ownership:

When said proof of spay is received by NHSD after four (4) successful litters, NHSD will transfer registration papers on breeder dog and legal ownership will be signed over to me, freeing the Breeder Caretaker of any legal obligation to NHSD.

Termination of Agreement:

NHSD reserves the right to take immediate possession of breeder dog and all rights to this dog if the terms of this agreement are not followed or at any time NHSD chooses. NHSD will not compensate Breeder Caretaker for previous expenditures.

Terms of Agreement:

1. The Agreement contains all the terms and conditions agreed upon by the parties. Any modifications or waivers of this Agreement shall only be valid if reduced to writing, signed by both parties and attached to the original of this Agreement. No other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto.
2. Breeder Caretaker understands and agrees that he/she is not an agent or employee of NHSD by virtue of this agreement.
3. In the event the terms of this contract must be enforced by legal means the prevailing party shall be entitled to recover its attorney fees and costs from the non-prevailing party.
4. NHSD has the right to repossess the dog at any time.
5. Breeder Caretaker agrees to stay in the state of Florida for the duration of this agreement. If at any time breeder caretaker must leave the state NHSDI will have the option to either take possession of the dog or approve a temporary home for the duration of the contact. You must notify NHSD (30) days in advance in writing if you planning on moving out of the state of Florida.

In WITNESS, WHEREOF and INTENDING TO BE LEGALLY BOUND HEREBY the parties have caused this Agreement to be duly executed:

Breeder Caretaker _____
Date

Breeder Caretaker _____
Date

Representative of New Horizons Service Dogs on behalf of _____
Janet Severt Executive Director Date
New Horizons Service Dogs, Inc.

**Success is defined as three or more live puppies turned in to the program at eight weeks of age.*

For NHSD Use Only

Breeder Placed: _____ Date: ____/____/____ Sex: M____ F____

Date of birth: ____/____/____ Breed: _____ ID#: _____

Breeder Puppies

All New Horizons Service Dog puppies placed in homes will be exposed and trained as a service dog puppy candidate. Although our breeder dogs will not become working service dogs, they may become therapy dogs. As a therapy dog they may go into nursing homes, hospitals and/or schools.

For this reason we'd like the pups to be trained the same as a service dog puppy for the first two years. This will ensure they are well behaved, obedient, and well socialized. Being well socialized, they will not be afraid of new and different surroundings they may encounter in their therapy work if their family chooses to participate in these types of programs.

A breeder puppy, who for any reason does not become a breeder, whether due to physical or behavioral issues, is usually released to the breeder caretaker home if they choose to keep the dog.

Breeder Caretaker Date

Breeder Caretaker Date

Representative of New Horizons Service Dogs on behalf of Date
Janet Severt Executive Director
New Horizons Service Dogs, Inc.

**Liability Form Waiver and Release
&
Non-Disparagement Agreement**

Print Name: _____ Date: _____

I indemnify and hold harmless from and against all claims, losses, liabilities, and damage to persons or property, governmental charges or fines and attorneys' fees arising out of the acts or omissions of New Horizons Service Dogs, Inc. Training Seminar, Training Class, meetings, or any gathering sponsored by or conducted at New Horizons Service Dogs, Inc. offices, including but not limited to interactions with instructors, attendees, or animals.

I am willing to execute this agreement which will make sure that anything whatsoever that happens relating to the dog, it's training, or my training with the dog, no matter whose fault it is, will not result in any claims for personal injuries or property damages against New Horizons Service Dogs, Inc., its officers, agents or employees.

By signing this agreement below, I understand and agree to everything in it. If any person, including me, is injured, or any property, including mine, is damaged, I will never make a claim against New Horizons Service Dogs, Inc., its officers, agents or employees for personal injuries or property damage relating to the dog, its training, or my training with the dog, I will pay the claims or judgment.

I agree now and hereafter not to disparage or defame New Horizons Service Dogs, Inc. in any respect or to make any derogatory comments, whether written or oral, regarding New Horizons Service Dogs, Inc. or its current or former officers, directors, employees, agents or contracting parties, or its business or operations. The sole exception is that recipient may make truthful statements about New Horizons Service Dogs, Inc. and/or its current or former officers, directors, employees, agents or contracting parties, or its business or operations, if compelled by Court Order, legal proceeding or otherwise required by law, without violating the aforesaid non-disparagement requirements. If recipient defames or disparages New Horizons Services Dogs, Inc. or its current or former officers, directors, employees, agents or contracting parties, or its business or operations, then recipient shall be liable for all reasonable expenses incurred by New Horizons Service Dogs, Inc., including attorneys' fees and costs, in the enforcement of obligations created by this clause.

Signature: _____

If the above is a minor, signature of parent or guardian.

I, the undersigned, hereby consent to the foregoing conditions and warrant that I have the authority to grant such consent.

Signature: _____

Media Authorization and Release

Subject to the terms and conditions set forth herein this agreement,

I, _____ do hereby irrevocably authorize New Horizons Service Dogs, Inc. and/or Janet Severt, its successors and assigns and those acting under its permission and on its authority to copyright, use, and publish, for art, sales materials, advertising, promotion, packaging, trade, or any other lawful purpose whatsoever, articles written or comments made by me as well as photographs, pictures, portraits or images, of me and/or my dog(s) or other animals(s) or form, in conjunction with my/our own or a fictitious name, or reproductions thereof in color or otherwise, made through any medium. Any and all comments made by me are provided to Janet Severt without receipt of any promise of consideration.

The undersigned warrants he/she has the full power and authority to grant all of the rights conveyed hereunder and hereby waives any right that he/she may to inspect or approve the finished product or the advertising or other copy that may be used in connection therewith or the use to which it may be applied, the undersigned further agrees that this authorization and release shall be binding upon his/her heirs, executors, administrators, successors and assigns.

The undersigned warrants that all comments made by me will accurately reflect the opinions and experience of the undersigned and that the comments are true and correct to the best of the undersigned knowledge and belief.

The undersigned further warrants that he/she is of full age and has every right to contract in his/her own name in the above regard and further that he/she read the above authorizations and release, prior to its execution, and that he/she is fully familiar with the contents thereof.

Signature: _____ Date: _____

If person signing is a minor, then parent or legal guardian must sign below:

I, the undersigned, hereby consent to the foregoing conditions and warrant that I have the authority to grant such consent.

Signature: _____ Date: _____