

## Professional Services Agreement

### Section 1: Description of Services:

Dog Handling/Training  
Grooming  
Boarding/Conditioning

- A.** This agreement will provide for the handling of class dogs by Brian Livingston, assistants, and associates. It is agreed that the class dogs will be shown for winners by Brian Livingston according to the client's priority with the handler. Specials, and dogs that are contracted to travel with him, will take preference over class dogs. If a combination of class dogs and/or specials is required to be in the ring at the same time, it is agreed that Brian Livingston will handle the dog with the highest priority and other qualified individuals as necessary will handle the remaining dogs.
- B.** This agreement will provide for the boarding and conditioning of dogs that are in care of and travel with Brian Livingston. It is agreed that Brian Livingston will determine the conditioning protocol.
- C.** This agreement will provide for the grooming of dogs that are in the care of and travel with Brian Livingston. It is agreed that dogs that are brought to the show site or to ring side by the Client will be bathed and brushed according to the breed specification.
- D.** This agreement will provide for the industry prescribed liability insurance coverage to be held by Brian Livingston.

Initial \_\_\_\_\_

### Section 2: Medical and Health Care

- A.** It is agreed that if veterinary care is deemed to be appropriate, at the sole discretion of Brian Livingston, that such care shall be sought immediately and that all charges shall be the responsibility of the owner. Further, it is agreed that Brian Livingston is hereby expressly granted permission to consent to any procedures, whether medical or surgical, that are deemed necessary for the health and well being of the dog.
- B.** It is agreed that it is the responsibility of the owner to provide Brian Livingston with all medical records along with a current vaccination record for each dog. This shall be deemed to include any and all conditions and requirements of the dog which require any attention or special treatment. These records shall be in writing.
- C.** It is understood that all prophylactic treatments such as heartworm preventative and flea and tick preventative shall be furnished by the owner. If prophylactic treatments are not furnished by the owner, then permission is hereby granted for Brian Livingston to procure same and owner agrees to reimburse Brian Livingston for same when presented with an invoice.
- D.** It is understood that it is the client's responsibility to advise the handler of any habits the dogs may have that could interfere with providing safe and adequate care while in the handler's care. Also, it is the client responsibility to provide medications with instructions.

### Section 3: Payment

- A.** It is agreed that handling fees and entry fees are incurred when the entries close for a show unless the decision to pull the dog from a show is made by Brian Livingston, in which event the handling fee will be waived while the show entry will remain the obligation of the owner.
- B.** It is agreed that services are rendered in Denton County, Texas and that payment for all services are due and payable in Denton County, Texas.
- C.** A deposit of \$500 per dog deposit will be due at the time services are initiated. This deposit will be applied to the final invoice after services are terminated and any remaining funds will be refunded to the owner.
- D.** All services are due and payable upon receipt of the invoice and shall be considered delinquent if an invoice

remain and payment should be received by the 5<sup>th</sup> day of the following month.

**E.** Delinquent accounts will be charged an interest rate of one percent (1%) on the unpaid balance. It is agreed that Brian Livingston is hereby granted a lien on all dogs in his possession which are the subject of a delinquent account. Any delinquent account will require payment by certified funds or cash of the entire balance of the account before the dog(s) is/are released.

**F.** It is agreed that if an account becomes delinquent and is brought up to date, that Brian Livingston has the option of requiring an additional deposit for future services before services are resumed. It is agreed that an additional deposit of \$500 per dog deposit will be due at the time services are initiated. This deposit will be applied to the final invoice after services are terminated and any remaining funds will be refunded to the owner.

**G.** It is agreed that in the event of co-ownership that all parties will enter into this contract and be held responsible for payment for services rendered. A primary owner will be designated to receive the entire invoice amount and is responsible for collection from the other co-owner (s).

#### **Section 4: Non-Solicitation**

**A.** During the period in which the provisions of this contract shall be in effect, the Client, directly or indirectly, shall not seek any prohibitive business from any assistant in the employ of or mentoring program of Brian Livingston on behalf of any business, enterprise or third party that is not represented by the Company. For purposes of this agreement prohibitive business is hiring for handling, grooming, house/dog sitting, or any other tasks whereby the assistant is singled-out to provide a service to the Client, business, enterprise or third party for full-time or part-time employment.

#### **Section 5: Term and Termination**

**A.** The term of this Agreement shall commence on the date hereof and shall be in effect for an indefinite period from the commencement date.

**B.** This Agreement may be terminated: i) by either party upon thirty (30) days prior written notice if the other party breaches or is in default of any obligation hereunder and such default has not been cured within such thirty (30) day period.

**C.** In the event of breach of this Agreement, Client hereby agrees to pay all collection costs, attorney's fees, court costs, and any other and all other costs incurred by the Agent in the enforcement of this Agreement.

#### **Section 6: General Terms**

**A.** It is agreed that neither Brian Livingston nor any of his associates, contractors, or assistants shall be liable for any damage or damages which may arise from or be a direct result of the boarding, handling, or transporting of any dogs. Owner(s) agree to indemnify Brian Livingston for any property or personal damages which may be caused by a third party.

**B.** It is understood and agreed that this is the entire agreement between Brian Livingston and the owner, and that there are no representations, additions, or exceptions to this contract, other than those which may be made in writing and attached to this document.

**C.** It is agreed that Client has received Fee Schedule and Specialing Contract (if appropriate), and has completed an Intake form.

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Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Owner \_\_\_\_\_

Signature \_\_\_\_\_

Co-owner(s) \_\_\_\_\_

Signature \_\_\_\_\_

Co-owner(s) \_\_\_\_\_

Signature \_\_\_\_\_

Registered Name of Dog \_\_\_\_\_

Call Name \_\_\_\_\_

Breed \_\_\_\_\_

AKC Number \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone: (H) \_\_\_\_\_ (C) \_\_\_\_\_

Vet name \_\_\_\_\_ Phone: \_\_\_\_\_

Email \_\_\_\_\_