

United States Veterans Service Dogs  
7615 Barataria Blvd  
Marrero, La 70072

## Service Dog Contract

THIS AGREEMENT (“Agreement”) is made June 9th of, 2023, by and between United States Veterans Service Dogs here by referred to as “USVSD” and Service Dog Handler.

**USVSD:**

United States Veterans Service Dogs  
7615 Barataria Blvd  
Marrero, La 70072  
Cody@usvsd.org

Service Dog Handler:

Name:

Address:

City: Dayton State: Texas Zip:

Cell Phone:

Email:

Referred to hereinafter as Handler.

The Dog that is subject of this Agreement is identified as follows:

Micro Chip #:

Sex:

Name:

Date of Birth:

(referred to hereinafter as the Service Dog)

WHEREAS, Handler has applied for and been approved by USVSD for the receipt of a Service Dog; and

NOW, THEREFORE, in consideration of the promises hereinafter made by the parties hereto, it is agreed as follows:

1. The handler agrees to attend and complete 2 phases of training to receive the service dog from USVSD. The first phase will be a designated time by USVSD for 5-9 days in Covington Louisiana. The second phase will be in conjunction with either the Texas VFW Mid-Winter Convention or the Texas VFW State convention. The handler will have to attend the next phase two training following their completion of phase 1. If the handler fails to complete both phases of training, they will forfeit their service dog back to the care and custody of USVSD.
2. The Service Dog is to remain with the Handler for the remainder of its life, or as long as this contract is binding. The Service Dog shall remain the sole property of USVSD, and the Handler shall be Service Dog 's guardian and caregiver for 5 calendar years. Once this time has passed USVSD will grant full ownership of the service dog to its handler as long as the handler has complied to the terms in this contract. Under no circumstances will any dog that graduates from USVSD represent another service dog organization without approval from USVSD. If this were to occur the handler will violate the terms of this agreement and the dog will return to USVSD's care and custody. If at any point a handler decides to not want to represent USVSD a meeting will be conducted between the handler and USVSD to determine the course of action needed.

This Agreement is effective as of the date first stated above (the "Effective Date").

2. Handler's Duties:

- Make the Service Dog part of Handler's family; to provide for the Service Dog 's veterinary care; and properly feed, exercise and groom the Service Dog.
- Keep the Service Dog as an indoor dog providing for his/her sleeping quarters within your house.
- Exercise the Service Dog either on a leash or in a fenced in area.
- Service Dog is not to be tethered or tied outdoors.
- Maintain (at Handler's expense) the Service Dog 's physical needs. Service Dog shall receive proper veterinary care and inoculations throughout its life and placed on a heart worm preventative as required by Service Dog 's veterinarian. Handler shall provide annual proof and veterinary contact information to USVSD.
- Handler will notify USVSD of any change of address or contact information and will maintain contact with USVSD throughout the life of Service Dog as otherwise provided for in this Agreement.

- Handler agrees to one (1) home visit by a representative of USVSD within the first six months following the effective date of this Agreement to determine if the partnership between Handler and the Service Dog is successful. An annual visitation thereafter will be permitted at the discretion of USVSD, upon reasonable notice. These visits can be conducted via zoom or in person.
- Handler agrees to one (1) correspondence via email or phone per week for the first month after placement and (1) correspondence via email or phone per month for the first calendar year by a representative of USVSD.
- The handler must provide names and contact information for two individuals who have agreed to provide support to the service dog team. These individuals must have access to the assistance dog program 24/7 and agree to provide an immediate and temporary home for the dog should an emergency arise.

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_

3. Handler’s covenants:

- Service Dog shall not be neglected, allowed to roam free, or to be mistreated in any manner.
- Service Dog shall have a collar with Service Dog ’s identification tags and such collar shall be worn by Service Dog at all times

- Service Dog shall at no time be transported in the open bed of a pickup truck or left in a vehicle when the outside temperature exceeds 70 degrees Fahrenheit.
- The Service Dog shall not be sold or given to any individual, or to any retail or wholesale establishment for the purpose of sale, or surrendered to any rescue organization, animal shelter or humane society.

#### 4. Terminating Events:

- USVSD reserves the right to remove the service dog if the organization or one of its representatives believes the service dog is in danger or, being mistreated in any way.
- In the event Handler is unable to keep Service Dog for any reason or Handler elects to terminate this Agreement at any time, Handler must immediately notify USVSD whereupon Service Dog shall promptly be returned to USVSD. Upon surrender of Service Dog, Handler agrees to sign all necessary paperwork to confirm USVSD as the sole owner of the Service Dog.
- Handler agrees to notify USVSD immediately by phone in the event the Service Dog is lost or stolen, at the time of Service Dog 's death, and/or the death of Handler, in which case a member of Handler's house hold will notify USVSD. USVSD reserves the right to request and receive a veterinarian's "cause of death" statement in the event of the Service Dog 's death.
- Handler assumes all responsibility for the Service Dog 's actions after the Effective Date of this Agreement. Handler agrees to indentify and hold harmless USVSD and its Representatives, agents, or affiliates from any and all liability associated with any illness of the Service Dog, or damage or injury caused after the Effective Date of this Agreement by the Service Dog.

## 5. Dispute Resolution:

- In the event a dispute, claim or controversy shall arise between the parties relating to this Agreement, the parties agree to attempt resolution by mediation, which shall be conducted under the procedure upon which the parties may agree. The parties further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration or other dispute resolution procedures.
- Either party may commence the mediation process by providing to the other party written notice setting forth the subject of the dispute, claim or controversy, and the relief requested. Within ten (10) days after the receipt of the foregoing notice, the other party shall deliver a written response to the initiating party's notice. The parties agree to share equally the costs and expenses of the mediation (which shall not include the expenses incurred by each party for its own legal representation in connection with the mediation).
- The parties further acknowledge and agree that mediation proceedings are settlement negotiations, and that, to the extent allowed by applicable law, all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties or their agents shall be confidential and inadmissible in any arbitration or other legal proceeding involving the parties; provided, however, that evidence which is otherwise admissible or discoverable shall not be rendered inadmissible or non- discoverable as a result of its use in the mediation.
- The provisions of this section may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including reasonable attorney's fees, to be paid by the party against whom enforcement is ordered.

## 7. Miscellaneous Provisions:

- **Governing Law:** This contract is to be governed and construed in accordance with the laws of the State of Louisiana.
- **Entire Agreement.** This Agreement contains the entire understanding of the parties in regard to the Service Dog and there are no representations,

promises, warranties, covenants or undertakings other than those expressly set forth herein.

- The undersigned specifically acknowledges that his/her signature below signifies his/her authority to bind all members of the household to the terms of this Agreement.
- Unless otherwise stated herein, all the provisions of this Agreement shall be binding upon the respective heirs, estates, next of kin, executors, administrators, and assigns of the parties.

Both parties hereby agree to the Service Dog Contract as defined above,

Handler: \_\_\_\_\_ Date: \_\_\_\_\_

USVSD Representative: \_\_\_\_\_ Date: \_\_\_\_\_