Cherish VanderVoord - Akc handling agreement

Handling Agreement

September 23, 2023

Handler:

Cherish VanderVoord

7841 Marsh rd

Plainwell, MI 49080

Email: cdewitt@legenddogs.com

Owner

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cell Pone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

HANDLING CONTRACT

This agreement is made this \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_

Between Cherish VanderVoord,

Hereinafter referred as -Handler

and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Hereinafter referred to as --Owner

1. PURPOSE OF AGREEMENT. The purpose of this agreement is to state the duties and obligations of Handler and Owner, respectively, concerning the placing of the below named dog with Handler to be shown at dog shows licensed, sanctioned, or recognized by the American Kennel Club, or at any specialty show, match, or other activity which Owner may designate.

2. TERM OF AGREEMENT. This agreement shall continue in force until such time as it is terminated in writing by either party. In event either party chooses to terminate this agreement, written notification shall be made to the above addresses:

3. SUBJECT OF AGREEMENT. The dog which is the subject of this agreement is fully described below. The Owner affirms that the information provided is true and correct, and holds harmless Handler for any damages which may result to the dog, to Handler, to Owner, or to third parties from inaccurate information being provided herein:

A. REGISTRATION INFORMATION ABOUT THE DOG

Breed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Variety\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Sex \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Full Registered Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ AKC# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Birth \_\_\_\_\_\_\_\_\_\_\_\_\_\_ USA \_\_\_\_\_\_\_

Breeder \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sire \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dam \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

THE ABOVE-DESCRIBED DOG IS REFERRED TO HERIN AS “THE DOG”.

B.HEALTH INFORMATION ABOUT THE DOG

Regular Diet \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Chronic Illnesses \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Last Heartworm Test\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ If the Dog is on regular heartworm preventative, state the brand name (for example, Heartgard or Interceptor) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name, Address, and Telephone Number of Veterinarian

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

C. OWNERSHIP INFORMATION ABOUT THE DOG

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Name of Owner(s) of the Dog \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Street Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

State \_\_\_\_\_\_\_ Zip \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Home Telephone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Work Telephone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4. CERTIFICATION AND WARRANTY. Owner certifies and warrants that he/she is the actual owner of the Dog or the duly authorized agent of the actual owner.

5. AUTHORIZATION. Owner authorizes and empowers Handlers to take any action necessary to comply with such rules as may from time to time be issued by the American Kennel Club. Handler is further authorized to travel with the Dog to shows by any necessary means of transportation, except that in the event Handler, at Handler 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.

6. INDEMNIFICATION AND HOLD HARMLESS. Owner hereby agrees to indemnify and hold harmless Handler, from any and all liability for, or which may result from execution of entry forms, transportation or housing of the Dog, any injuries inflicted by the Dog on other animals, on Handler, on Owner, or on third parties, and any injuries which may be suffered by the Dog, including disability, disease, or death, from any cause, including but not limited to escape, running away, theft, fire, acts of God, injury inflicted by third person or other unavoidable causes. In the event of illness or injury to the Dog, a qualified veterinarian will be summoned. The Owner shall pay all costs required to care for the Dog and shall indemnify Handlers from any and all claims by any veterinarian summoned by the Handlers. It is the express intention of the parties to this agreement that Handler shall not be held liable to Owner 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 Handlers may incur. Owner accepts responsibility for confirming points with the American Kennel Club and further agrees to hold harmless Handlers for any disagreement with the American Kennel Club on such points as recorded with them.

7. DUTIES OF HANDLER. Handler agree to exercise due and reasonable care and to keep the kennel premises sanitary and properly enclosed. The dog will be fed a daily diet, exercised and properly housed in clean, safe quarters. Handler agrees to make a good faith, reasonable effort to handle the Dog personally at the shows for which entries have been made, and to exercise good faith in obtaining a substitute if Handler cannot personally handle the Dog. Owner acknowledges that Handler is responsible for showing dogs other than the Dog listed above, that conflicts in scheduling do arise, and that on occasion Handler may not be able to personally handle the Dog listed above, or may be unable to obtain a substitute handler for the Dog listed above. 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 Handlers exclusive discretion. The handler agrees to also put the Dog’s needs first, if the Dog is not feeling well, is scared, or for any other reason that it is not in the dogs best interest to be shown that day, the handler can make the decision to pull the Dog from the show for that day.

8. FEES. The Owner agrees to pay Handlers fees for services performed as specified on Schedule A. Handlers agree to submit an itemized bill for all expenses and fees then due and owing on a monthly basis. Owner agrees to pay these monthly bills in full within thirty (30) days after receipt. If the Handler’s bill is not paid by Owner within thirty (30) days after receipt, the amount of bill will bear interest at the rate of eighteen (18) percent per year until paid. Should Handlers incur costs of collection, Owner agrees to pay such costs, including a reasonable attorney’s fee. Handlers hereby acknowledges receipt of a retainer fee of $ 500.00. The parties agree that this retainer shall be applied to the Handler’s last bill. Owner further agrees that, in Handler’s sole discretion, the Dog may not be released to Owner unless and until all monies due and owing have been paid to Handlers.

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9) ENTRIES- All entries will be made by owner and are the owner’s responsibility to enter Dog in shows handler has requested.

10) CONTRACT: Owner and Handlers warrant that there are no other agreements with others in conflict with this Contract and acknowledges there are no other agreements between the parties, verbal or written, regarding the subject matter hereof. This contract cannot be modified, except in writing and signed by both parties in the addendum section.

11) OTHER. This agreement is to be governed by the laws of the State of Michigan. The parties agree that in the event of a lawsuit arising out of this contract, suit must be initiated in the courts of Barry County. Owner further agrees

that he /she is subject to the jurisdiction of the courts of Barry County, Michigan and hereby waives any defense he/she has or may have to suit in Barry County, Michigan, based on an alleged absence of in personal jurisdiction. The agreement is binding on the heirs, assigns, agents, and legal representative of the parties hereto.

PRIZES. All cash prizes/ trophies will be given to the Handler and all ribbons will be mailed to the Owner.

Other Terms and Conditions:

1. All veterinarian charges will be billed monthly at cost. There is a $25.00 transport fee.

2. All entries are made by owner.

3. All payments for invoices should be made payable to Cherish VanderVoord.

4. If a dog is entered and not shown because of conflict , not in dogs best interest or personal reasons, the owner will be billed for normal amount of show, board and show expenses.

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5. The handlers will be permitted to use their discretion when they have two clients’ dogs for Winners, Group, or Best in Show.

6. All coated dogs will be charged a monthly conditioning fee. All fees are quoted per breed and prices may vary.

7. For all shows the expenses for the weekend will be divided between clients equally. These would include but not be limited to lodging, meals, mileage, parking, and tolls.

8. A retainer fee is required. Amount $500.00. This will be applied to last bill.

9. For any non-sufficient checks, a $ 30.00 service charge will be added. Cherish Vandervoord excepts Checks or Cash.

10. All clients’ dog that reside with handlers (full-time) will have preferred status at shows over ringside pickups or part time clients.

11. A signed handling contract, copy of shot records, and negative stool sample record, and retainer fee must be on file with Cherish Vandervoord , before she can show your dog or take possession of your dog.

12. Handling of a Breeding while with Handler is subject to additional fees

13. Handler will be allowed to use a Stud dog for breedings to dogs owned by handler for free and owner will approve breedings with akc for litters to be registered.

**Schedule A: Fee Schedule for Handling, Grooming, and Lodging Fees**

|  |  |
| --- | --- |
| All Breed Show Handling Fee - class rate | **$75** |
| All Breed Handling Fee- Best of Breed | **$100** |
| Benched Show Handling Fee | **$150** |
| Regional Specialties | **$150** |
| Board Fee per day/month | **$10/$250** |
| Meals, Lodging Expenses, mileage are Pro Rated equally between clients |  |
| Initial Grooming Fee | **$150** |
| Conditioning Fee | **$50** |
| Show grooming before/at shows/ per day | **$50** |
| Bonus for group placements | **$100** |
| Specialty bonus for point placements | **$100** |
| BIS and RBIS | **$300** |

Addendum to agreement: Initials handler \_\_\_\_\_\_\_\_\_ initials owner \_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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ACCEPTED ON THIS \_\_\_\_\_\_\_\_\_\_\_\_ DAY OF \_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Signature of handler

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cherish VanderVoord.

Signature of owner

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print owners name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_