



ON COMMAND K9 ACADEMY Inc  
905 E 3rd ST  
Grove Oklahoma, 74344

918.791.0729

## SERVICE DOG CONTRACT

**All dogs placed through On Command K9 Academy Inc, are purposely raised and selected for Service Dog Training. The Dog Selected for you, will be transferred to you as an Adoption, (at no additional cost to you) and not as a Sell. On Command K9 Academy only charges for the Training Service Provided within this contract.**

This service dog contract acknowledges that On Command Canine Training Academy Inc., and you \_\_\_\_\_ have agreed that On Command K9 Academy Inc., will place, train, and deliver into the possession of you,

\_\_\_\_\_

A MEDICAL ASSISTANCE Service Dog described as follows:

Training Described:

(1) Advanced Obedience Training

(2) Pack Structure Training

(3) Public Access Training

(4) Team Management Training

(5) \_\_\_\_\_

(6) \_\_\_\_\_

(7) \_\_\_\_\_

(8) \_\_\_\_\_

(9) \_\_\_\_\_

(10) \_\_\_\_\_



On Command K9 Academy Inc, is placing the following Trained Service Dog Described Below As:

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

Color: \_\_\_\_\_

Markings: \_\_\_\_\_

DOB: \_\_\_\_\_

Microchip No: \_\_\_\_\_

Sex: \_\_\_\_\_

Breed: \_\_\_\_\_

The Dog is trained with the intensions of him or her to be used as a Medical Assistance Service Dog.

The Conditions of the transfer, provide each party agree to the following:

### 1. Duties of Ownership.

You \_\_\_\_\_, Agrees to assume all the risks, rights, duties and liabilities of ownership of the dog, including without limitations providing a proper diet, veterinary services, shelter and all other necessary and appropriate care at the sole cost and expense of your Service Dog, once the service dog is places with you the user. Placement could occur prior to the completion of training.

### 2. Indemnity

You \_\_\_\_\_, on behalf of him or herself and all representatives, agents, successors or assigns, agrees to indemnify, protect and hold harmless On Command K9 Academy Inc., from any and all claims, demands, actions, suits, cause of action, obligation, damages and liabilities of whatever kind or nature which may arise after the date of this Agreement out of any occurrence, acts or omissions in any way connected with the ownership, possession, or handling of the dog by the user caused by the Service Dog User's Negligence or breach of this agreement.

### 3. No Representation

It is understood that the dog is an animal and should never be intended to replace any medical care or devices, provided by medical professionals. It is understood that as a Service Dog, the dog is never considered 100% accurate in its trained tasks.



#### 4. Replacement of the Service Dog

If the Service Dog is retired for medical, temperament, or task accuracy reasons before the dog completes the program, meaning prior to the Service Dog User taking Possession of the said service dog, On Command K9 Academy Inc., will offer a replacement dog at no additional cost to you the Service Dog User. If there is a compelling reason for a replacement outside of these guidelines, On Command Canine Training Academy Inc., in its sole discretion reserves the right to make such a replacement decision. See section (5) Refund Policy.

#### 5. Refund Policy.

If the Service Dog is retired for medical, temperament, or task accuracy reasons before the dog completes the program, meaning prior to the Service Dog User taking Possession of the said service dog, On Command K9 Academy Inc., will offer a replacement dog at no additional cost to you the Service Dog User. (NOTE): On Command Does not refund any money already applied to your account, only a replacement dog will be provided. \_\_\_\_\_

Once the Service Dog is placed and you are having a training or a behavioral issue with your dog, On Command Canine Training Academy has the right to work with you and your dog as a team over a period of 90 days to remedy the problems that may be occurring. No replacement decision will be made by On Command after the dog has been placed until after the 90-day remediation training as described. Failure to comply to this section will result in a non-replacement action of a REPLACEMENT SERVICE DOG.

Once the service dog has completed training and both the service dog and user has certified as a certified service dog team, no replacement dog will be provided to a service dog user or client for temperament reasons as defined as aggression stemmed from provoking the dog, whether intentional or unintentional, and any other acts of negligence or abuse described in section 7 of this contract, to the service dog by service dog user, friends, family, children, or any other persons allowed to perform such acts to provoke an aggressive response from the said service dog. \_\_\_\_\_

If the service dog develops a congenital or genetic disease within a 12-month period after the placement of the Service Dog with the user On Command k9 Academy Inc., will provide a replacement dog at no additional cost to you the user. However, On Command k9 Academy Inc., will not refund any money paid on the account for any reason(s) from the date of this contract forward. \_\_\_\_\_

If you opt into one of our third-party financing options, you agree in advance to all of the Third Party's Financing Terms and Conditions.



## 6. Care of the Service Dog.

It is understood that On Command k9 Academy Inc., has done everything in their ability to place you with a healthy dog. It is the responsibility of you, the service dog User to realize that the dog should be fed High Quality Dog Food to help maintain a healthy weight. If your service dog becomes very thin this could have negative effects on your service dog's health, potentially leading to severe medical conditions. It is your responsibility as the Service Dog User to provide reasonable and necessary veterinary care as needed for illness. The Service Dog User must keep the Service Dog up to date on all Core Vaccines to include Rabies and the Kennel Cough Vaccine.

## 7. Suggested Guidelines.

You, The Service Dog User will:

Properly Feed, Shelter, and care for the dog in a kind and humane manner. You, the Service Dog User will not allow the dog to run off leash, unless in a fenced in area.

Maintain the Service Dog in good Physical condition, keeping it at a reasonable weight for its breed, providing all reasonable and necessary veterinary care immediately upon recognition of an illness, and providing the dog with an annual veterinary examination for as long as the service dog is serving as a service dog for you the user.

You the Service Dog User must be committed to spending a minimum of 1 hour a day maintaining, practicing, training, and working with your service dog on both handler skills and the Service Dogs Trained Tasks.

The Service Dog is to spend a Minimum of 75% of its time with you the user. The Service Dog should not spend no more than 2 hours a day in a crate or kennel locked up before being let out to exercise.

You, the Service dog user must notify On Command K9 Academy Inc. immediately at 918.791.0729 of a change in the Service Dog User's Address.

You, The Service dog user must notify On Command k9 Academy Inc. immediately of any Serious injury, serious illness, loss, straying, or death of the dog. Any incident resulting in damage or injury to any person, animal, or property as a direct result of the service dog or user's negligence.

## 8. Service Dog Selection.

On Command K9 Academy Inc. selected you a dog based on temperament, matching personality, observation, and needs assessment.



## 9. Additional Fees.

Your Service Dog will be required to be Certified as a Service Dog through our Service Dog Program.

There will be a \$ 50.00 testing fee at the time of the certification test. You the Service Dog User will be responsible for that testing fee that will be collected on the day of your certification test.

Any Service Dog Tasks training or other handler training that is in addition to this service dog contract added after the binding of this service dog contract, additional training fees will apply per Service Dog Task trained or any additional person's handler training. These additional fees will be discussed at that time.

## 10. Scent Training Guarantee (Only applies to Service Dogs Specified as task trained)

It is understood that as a Service Dog, the dog is never considered 100% accurate in tracking or trailing or Diabetic Alert. However, On Command K9 Academy Inc., represents and warrants that the Service Dog will be able to track and trail or Diabetic Alert 80% of the time. This is our Minimum Requirements for our dogs. If the Service Dog is not able to achieve this minimum level, On Command K9 Academy Inc., will provide the necessary training, at no cost to you, the Service dog user, to bring the service dog up to Minimum Level of 80%.

## 11. Official Certification.

When You and Your Service Dog is ready, a Certification Test date will be Scheduled. You and your service dog will be required to Certify on the day scheduled for your certification test. The location site and time of the test will be provided to you in advance of your test date by On Command K9 Academy Inc. Once you and your service dog pass the test a certification as a Service Dog Team will be given. You will be required as a service dog team to be re-evaluated annually by On Command K9 Academy Inc to assure that highest level of standards for a service dog team has been maintained. There will be no charge for the re-evaluation standard examination.

## 12. Hold Harmless.

I Understand that the dog is trained, and it is my responsibility to maintain his or her training to ensure the highest level of task that the dog can perform. I understand each dog is different and will perform at varying degrees. I hold harmless On Command K9 Academy Inc., for any damages, injury to the dog, other animals, or persons, including death that might occur due to the Service Dog or Service Dog User's Negligence.



13. Financing Agreement. (Training and Placement Fee \$15,000.00) SEE SPECIAL NOTE BELOW

Due to the cost of Specially Trained Service Dogs, On Command K9 Academy Inc., does offer a 50/50 in house program. 50% down at the signing of this contract and 50% at the time you the service dog user takes possession of the said service dog. This Option allows clients an opportunity to purchase a Service Dog and begin the Service Dog Training while Preparing and Launching fund-raising funds for the Service Dog.

It is agreed by you the Service Dog User that if a Fund-Raising Campaign is Launched specifically for the purchase of this Service Dog described in this contract, that you, the service dog user agrees in advance, to apply those funds to the remaining balance owed within 10 days after the fund-Raiser to satisfy the remaining 50% owed to On Command K9 Academy Inc.

All Service Dog Users that are enrolled in the 50/50 program offered by On Command K9 Academy Inc., will be required to pay a Minimum Down payment of \$7,500.00 that is non-refundable to bind this Service Dog Contract. The remaining \$7,500.00 will be due 7 days prior to delivery and placement, which is defined as to when your dog leaves the training facility and is placed with you full-time.

(Please note that placement of the service dog does not mean your training has been completed as a service dog team. Once the placement and delivery of the Service Dog has been completed, you will be required to meet with your trainer for an addition 4-5 months for team management and maintenance training. Typically, the scheduled training is once a month at an agreed location between you and On Command K-9 Academy)

If you opt into a third-party financing agreement that is related to the services provided by On Command K-9 Academy, you agree to all terms and condition of the third-party financing contract.

**Other Financing:** Required down payment for financing option other than the 50/50 program: \$0.00 non-refundable to bind the contract.

Please note that section 13 of this contract does not apply to Service Dog Users that pays the entire balance in full at the signing of this contract. (See Special Financing terms, section 17)



#### 14. Limitations of Liability

Neither Party is Liable for any damages more than \$50,000.00. In no event will the Service Dog User's total cumulative liability to On Command K9 Academy Inc. for all claims against Service Dog User, including any indemnity claims under Section 3 and any damages arising from this agreement, exceed \$50,000.00.

#### 15: Exclusive Jurisdiction and Arbitration Agreement Clause

You the client or service dog user agrees that this service dog placement and training contract presented to you by On Command Canine K9 Academy INC, is being executed and delivered in the State of Oklahoma, County of Delaware, and shall be governed by, construed, and enforced in accordance with the laws of the state of Oklahoma, and the County of Delaware. Any dispute or other legal action concerning this service dog placement and training contract including any arbitration or litigation proceedings shall be conducted in the county of Delaware, State of Oklahoma. \_\_\_\_\_

#### 16: Special Financing terms:

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Signature:

Print Name of Service Dog Recipient: \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Print Name of Parent/ Guardian of Service Dog User:

\_\_\_\_\_

Address \_\_\_\_\_

Phone Number: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

On Command K9 Academy Inc. Rep