



KIM BYRD PROFESSIONAL HANDLING

CLIENT CONTRACT

Client agrees to pay all handling fees for any and all shows they have committed to unless the Client withdraws the entry and Ms. Byrd is notified 5 days prior to the entry closing date.

KIM BYRD PROFESSIONAL HANDLING

CLIENT CONTRACT

PURPOSE OF AGREEMENT

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

TERM OF AGREEMENT

Ringside pickup fees are payable at ringside that day. If a statement is sent for ringside pickup fees, a \$10 service charge per show will be added. Ringside dogs are to be brought to the grooming setup on day of show and should require minimal grooming.

Handler:
Kim Byrd
2931B Three Bridge Road
Powhatan, VA 23139
Cell: (804)980-1077
Email: Kimbyrd90@gmail.com
Website: www.kisakennel.com

Owner or Responsible Person:

Name: _____
Address: _____
City/State/Zip Code: _____
Cell Phone: () _____ - _____
Home Phone: () _____ - _____
Email: _____
Text? Yes or No

SUBJECT OF AGREEMENT

The Dog which is the subject of this agreement is fully described below. The Owner or Responsible Party hereby affirms the information provided is true and correct, and agrees to indemnify and hold harmless Handler for any damages which may result to the Dog, Handler, Owner, or Responsible Party, or to third parties from inaccurate information being provided herein:

CLIENT INFORMATION

Client: _____

Telephone
Mobile: _____

Home: _____

Work: _____

Address: _____

REGISTRATION INFORMATION ABOUT THE DOG (PLEASE PRINT)

Breed: _____

Variety: _____

Sex: _____

Call Name: _____

Full Registered Name of Dog: _____

AKC #: _____ Date of Birth: _____ USA: yes/no

Breeder: _____

Sire: _____

Dam: _____

THE ABOVE-DESCRIBED DOG HEREIN IS REFERRED TO AS THE DOG.

HEALTH INFORMATION ABOUT THE DOG (PLEASE PRINT)

Regular Diet: _____

Chronic Illnesses _____

Date of Last Heartworm _____

Date of Last Tracheobronchitis (Kennel Cough) Vaccine _____

Date of Last Rabies _____

Date of Last Parvo Vaccine _____

Date of Last Hepatitis Vaccine _____

Date of Last Leptospirosis Vaccine _____

If the Dog is on regular heartworm preventative, state the brand name (for example, Heartgard or Filarabits) _____

Name, Address, and Telephone Number of Veterinarian _____

BEHAVIOR INFORMATION ABOUT THE DOG

Unusual habits (such as climbing, digging, etc) _____

Fully describe previous displays of aggression of ANY TYPE (including biting or aggression toward other animals or people, whether provoked or unprovoked):

OWNERSHIP INFORMATION ABOUT THE DOG (PLEASE PRINT)

Name of Owner(s) of the Dog: _____

Street Address: _____

City/State/Zip: _____

Home Telephone: _____

Work Telephone: _____

Email Address: _____

CERTIFICATION AND WARRANTY

Owner or Responsible Person certifies and warrants that he is the actual owner of The Dog or the duly authorized agent of the actual owner.

AUTHORIZATION

Owner or Responsible Person hereby authorizes and empowers the Handler to enter The Dog in dog shows, to execute entry forms on behalf of the Owner or Responsible Person, and to take any other action necessary to comply with such rules as may from time to time be issued by the American Kennel Club or other Kennel Club. Handler is further authorized to travel with The Dog to shows in any necessary means of transportation, except when, at Handler's sole discretion, Handler determines flight by airplane is appropriate to attend a particular show or shows. It is agreed upon that Handler will not undertake airline travel without separate written authority from Owner or Responsible Person.

INDEMNIFICATION AND HOLD HARMLESS

Owner or Responsible Person hereby agrees to indemnify and hold harmless Handler, or Handler's duly authorized agent, from any and all liability for, or which may result from, the following execution of entry forms for dog shows; transportation or housing of the Dog; any injuries inflicted by the Dog on other animals, on Handler, on Owner or Responsible Person, 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 running away, theft, fire, injury inflicted by third person, and obtaining veterinary care for The Dog as specified herein. **It is the express intention of the parties to this agreement that Handler shall not be held liable to Owner or Responsible Person or to any third party or parties, for any acts of The Dog, no matter the circumstances, and Owner or Responsible Person personally agrees to be liable to handler for any such liability Handler may incur.**

DUTIES OF HANDLER

Handler agrees to house The Dog in appropriate sanitary kennel conditions, and to provide The Dog with proper nutrition and exercise. 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 or Responsible Person acknowledges Handler is responsible for showing dogs other than The Dog, that conflicts in scheduling do arise, and on occasion Handler may not be able to personally handle The Dog, or may be unable to obtain a substitute handler for The Dog. Owner or Responsible Person agrees that in the event such conflict arises, it is Handler's exclusive discretion whether to show The Dog and/or by whom The Dog is shown.

FEES

The Owner or Responsible Person agrees to pay Handler fees for services performed as specified on the Rate Sheet (attached), which is incorporated herein by reference. Owner or Responsible Person further agrees to pay Handler for any reasonable and necessary expenses which may arise in taking care of or handling The Dog, which are unforeseen and therefore not provided for on the attached Rate sheet. Handler agrees to submit an itemized invoice for all expenses and fees due and owing on a monthly basis. Owner or Responsible Person agrees to pay these monthly invoices in full within ten (10) after receipt. If the Handler's invoice is not paid by Owner or Responsible Person within thirty (30) days after receipt, the total amount due will bear interest at the rate of 18 percent per year until paid. Should Handler incur costs of collection, Owner or Responsible Person agrees to pay such costs, including a reasonable attorney's fees. Handler hereby acknowledges receipt of a retainer fee of \$_____. The parties agree this retainer fee shall be applied to the Handler's final invoice. Owner or Responsible Person further agrees that, at Handler's sole discretion, The Dog may not be released to Owner or Responsible Person unless and until all monies due and owing have been paid to Handler.

EMERGENCIES

In the event emergency medical care is necessary for The Dog, it is agreed Handler will obtain such treatment from any licensed veterinarian, the expenses for which will be reimbursed by Owner or Responsible Person. Owner or Responsible Person agrees Handler is not responsible for obtaining routine veterinary care for The Dog, including but not limited to yearly vaccinations, non-emergency X-rays, or treatment for parasitic infestation. Handler agrees that, should Owner or Responsible Person request such routine veterinary care be obtained for The Dog by Handler, Handler may exercise exclusive discretion in determining from whom such care should be obtained.

NON-WAIVER PROVISION

The parties agree that in the event of a breach of contract by one of them in any term hereof, whether to enforce any or all remedies available to the non-breaching party is the sole discretion of the non-breaching party. A failure by the non-breaching party to insist on compliance with any given provision, or to take action against the breaching party to enforce the agreement, on any given occasion or on more than one occasion, shall not be construed to waive the non-breaching party's right to insist on compliance in the future, or to resort to any and all remedies available hereunder and at law in event of future breaches of the agreement.

MERGER CLAUSES

There are no other agreements, oral or written, between the parties other than those expressly contained therein. Any prior agreements between the parties, oral or written, are null and void. This agreement expresses the entire agreement between the parties.

MODIFICATION

This contract cannot be modified, except in writing signed by both parties.

OTHER

This agreement is to be construed to the laws of the State of Virginia. The parties agree that in the event of a lawsuit arising out of this contract, suit must be initiated in the courts of Powhatan County. Owner or Responsible Person further agrees that he or she is subject to the jurisdiction of the courts of Powhatan County, Virginia, and hereby waives any defense he or she has or may have to sue in Powhatan County, Virginia, based on an alleged absence of in personal jurisdiction. This agreement is binding on the heirs, assigns, agents, and legal representatives of the parties hereto.

CASH PRIZES

All cash prizes will be given to the handler and all trophies ribbons will be mailed to the Owners or Responsible Person.

IN WITNESS WHEREOF, THE PARTIES HAVE SET HERETO THEIR HANDS AND SEALS, THIS
_____ DAY OF _____.

Owner or Responsible Person

Witness

Print Name

Witness

Print Name

Address of Owner or Responsible Person

Handler

Print this document, have it notarized, then either e-mail or mail to:

Kim Byrd
2931B Three Bridge Road
Powhatan, Virginia 23139
(804)980-1077
Kimbyrd90@gmail.com

LIMITED POWER OF ATTORNEY

The undersigned hereby designates Kimberly D. Byrd doing business as KISA Kennel, as my attorney-in-fact for purposes of obtaining veterinary care for my dog.

Known as: _____

AKC Number: _____

This power of attorney includes obtaining veterinary care of any type or description, including but not limited to emergency care, vaccinations, X-rays, worming, medications, and any other care or treatment, which is judged to be necessary by my attorney-in-fact.

The undersigned agrees to hold harmless any veterinary or veterinary professional for rendering treatment to the above-named dog when authorized by my attorney-in-fact. This does not, however, release said Veterinarian or Veterinarian professional for any liability, which might arise from the manner in which care or treatment is rendered.

Should the care or treatment recommended by the Veterinarian or Veterinarian professional selected by my attorney-in-fact involve any permanent disfigurement of the dog (other than surgery in emergency situation), or have the effect of rendering the dog sterile for reproductive purposes, my attorney-in-fact and the treating veterinarian are directed to contact me for authorization to proceed prior to conducting such procedure. This power of attorney does not authorize the euthanization of my dog without prior verbal or written approval from me unless in extreme medical emergency.

Unless previously revoked by me, in writing, this limited power of attorney is valid as long as the dog resides in Ms Byrd's possession at KISA Kennel.

Sworn to and subscribed before me this _____ day of _____, _____

Owner of Dog described above

Notary Public

Address

City/State/Zip

Telephone

NOTE: Upon acceptance of said Dog, he/she will be taken to the veterinarian and a routine check-up will be given. This will be charged to the Owner or Responsible Person. A health record will be recorded with said Veterinarian and Handler. This will include updating shots, if needed, worming, weight, and condition of said dog.