



Show Dog Synergy, L.L.C.™

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## Dog Handling Services Agreement

In this agreement, the party who is contracting to receive services will be referred to as the “Client” and the party who will be providing the services will be referred to as Show Dog Synergy, SDS or the “Provider”. “Client” for this agreement shall be either the owner or owners of the dog, the owner’s assigned agent or a designated Responsible Person declared by the owner’s in a written communiqué to Show Dog Synergy management, its staff, or certified Show Dog Synergy associate. Show Dog Synergy associates shall be registered handlers with one of the dog showing industry’s recognized certification / registration entities or a registered handler’s assistants who have a working and currently active supplemental support services agreement with Show Dog Synergy.

This agreement is made effective as of the date or dates identified in the Show Dog Synergy Dog Authorization form attached by reference to this agreement. This agreement is by and between *Show Dog Synergy LLC* (the “Provider”) of P. O. Box 211111, Bedford, Texas 76095, and the “Client” as identified in the attached applicable Show Dog Synergy Dog Authorization form which makes up a part of this agreement / contract.

The term of this agreement shall commence on the date or dates as specified or as designated in the associated SDS Dog Authorization form and shall be for a specified duration or until the achievement of a specific event or events as defined under the Terms and Termination section below and as supplemented with the applicable SDS Dog Authorization form.

The “Client” to this agreement is designated or defined in the applicable SDS Dog Authorization form(s) that formulates an integral part of this agreement. The completed, signed and dated SDS Dog Authorization form formalizes this agreement and provides Show Dog Synergy the legal right to 1.) Have physical possession of the Client’s dog, 2.) Provide the handling and related dog show services as specified for the dates, durations, and / or show events specified in the applicable SDS Dog Authorization form(s) and 3.) Obligates both parties under; and in accordance with; the terms and conditions defined and stipulated below.

Contract or Agreement termination shall be in accordance with the provisions in the Terms and Termination section with supplemental information as defined in the applicable SDS Dog Authorization form, and when both parties have mutually agreed that all payment obligations in accordance with the Fees and Payment clause below and as supplemented in the attached applicable SDS Dog Authorization form and the associated SDS Client customized quote have been satisfied. Detailed fees and / or payments for services rendered shall be as denoted in the applicable SDS Dog Authorization form supplemented by the SDS Client customized quote and per the stipulations define here within.

**1. Purpose Of Agreement / Contract:** The purpose of the agreement is to provide:

- a. Show Dog Synergy with the applicable authority to physically and legally possess the dog or dogs as defined under the Subject Of Agreement section.
- b. Show Dog Synergy with the necessary permissions and legal rights to address all emergency

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situations that may occur while a dog is within the possession of Show Dog Synergy.

- c. Show Dog Synergy with the applicable approvals to provide and collect fees for the designated services.

Therefore as defined in and by the Client's signature upon the SDS Dog Authorization form; Client and / or their legally assigned agent or Responsible Person representative, hereby grants Show Dog Synergy the applicable permissions to physically and legally possess the dog or dogs defined here within, and grants Show Dog Synergy the discretionary right to provide the applicable decisions for the health and wellbeing of the dog under both normal and emergency situations.

Additionally, Client and / or Client's assigned agent or Responsible Person representative respectively, grants / convey's the applicable authority to Show Dog Synergy to perform as the Client's agent or representative when arranging and / or placing, as well as showing the below described dog(s) at dog shows licensed, sanctioned, or recognized by the American Kennel Club (AKC) or any other kennel club, or at any specialty show, match, or any other activity which Client, Client's agent and /or Responsible Person representative have designate either formally within this agreement or verbally through an implied contract. SDS implied contracts between the Client and Show Dog Synergy will be substantiated via the Client's, Client's agent and / or Responsible Person representative signature within a completed and duly dated SDS Dog Authorization form.

2. **Terms And Conditions:** This agreement in conjunction with the duly signed and dated SDS Dog Authorization form(s); contains the entire agreement between the parties. Therefore; there are no other promises, conditions or commitments by either party in any other agreement whether oral or written. Oral components to this agreement shall be documented in an SDS Dog Authorization form and duly date and signed by the Client, the Client's assigned agent and / or Client's Responsible Person representative. All changes shall be contained in supplemental attachments, signed and dated by both parties or shall be initialed and dated modifications to the original agreement or shall be accomplished via additional attachments of completed, dated and signed SDS Dog Authorization forms. It is understood and agreed that this is the entire agreement between Show Dog Synergy and the Client, and that there are no representations, additions, or exceptions to this agreement / contract, other than those which may be made in writing and attached to this document as defined here.
3. **Relationship Of Parties:** Show Dog Synergy shall provide the labor, materials, industry prescribed liability insurance, applicable licenses, business operational fees and necessary ancillary support activities required to completely execute the services as defined in the Description of Services section. Agreement services shall be as denoted in the signed and dated SDS Dog Authorization form by the Client, the Client's agent and / or Client's Responsible Person representative. These services shall be provided by Show Dog Synergy as an independent contractor for the Client. It is understood by the parties that Show Dog Synergy is an independent contractor with respect to the Client and not an employee of the Client, the Client's assigned agent or Client's Responsible Person representative. Therefore; the Client shall only be responsible for compensation payments in accordance with the Fees and Payments section for services

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rendered as defined by the Description of Services and identified within the applicably signed and dated SDS Dog Authorization form. The applicable services shall be provided in accordance with this agreement during the term of this agreement and shall terminate in accordance with the provisions of this agreement. Services compensation payments shall be as mutually agreed to by the parties as defined in the Description of Services section.

- 4. SDS Duties and Responsibilities:** All dog show handling / presentations shall be accomplished by one of Show Dog Synergy's registered handlers based on an agreed showing priority between the Client and the applicable Show Dog Synergy handler as denoted in the applicable SDS Dog Authorization form(s). All Show Dog Synergy registered handlers shall provide the Client with the necessary and applicable documentation identifying their registered handler agent number, registration entity and any applicable supporting documentation when requested by the Client. Show Dog Synergy, its handlers, associates, assistants and support personnel shall make every effort to ensure that the mutually agreed to dog showing priority is accomplished by the agreed too Show Dog Synergy handler. However when or if a showing priority conflict does occur; the Client shall permit the management staff of Show Dog Synergy the sole discretion to determine the applicable Show Dog Synergy handler, assistant, or associate to show / present the dog. When applicable or feasible, Show Dog Synergy will make every effort to notify the Client prior to, or as soon as a showing conflict arises, however if Client notification is not possible, the Client shall accept Show Dog Synergy's alternate dog handler decision. All terms and agreements of this contract shall endure in lieu of the discretionary dog handling / showing conflict resolution decisions made by Show Dog Synergy management regardless of prior notification / consultation with the Client.

Show Dog Synergy agrees to make good faith, reasonable efforts to handle the dog personally at the shows for which entries have been made, and to exercise good judgment in obtaining a substitute if a conflict arises where a Show Dog Synergy Handler cannot personally handle dog. Client acknowledges and agrees that Show Dog Synergy handlers are responsible for showing dogs other than the Client's dog and concedes that unavoidable conflicts in scheduling do arise, and that on occasion the agreed too Show Dog Synergy handler may not be able to personally handle the dog, or may be unable to obtain a substitute SDS associate handler for the dog. Furthermore Client acknowledges and grants Show Dog Synergy the discretionary decisional authority for determining a suitable or applicable SDS associate handler for the dog. Suitable or applicable SDS associate handler decisions will be based on the SDS associate handler's past demonstrated abilities and their proven capability to effectively show / present the breed type. Additionally Client acknowledges and agrees that in the event of a conflict and the determination to use an SDS associate handler, that Show Dog Synergy is granted the exclusive discretion to determine whether to show or not show the dog regardless of the availability of SDS associate handlers or non-SDS associate handlers that might be available at the show. Show Dog Synergy shall make conflict resolution decisions based on the best benefit and safety to the dog, the Client's dog campaign objectives and / or the current situational benefit viability to the Client (e.g. avoidance of excessive additional costs, current competition issues, etc.). Show Dog Synergy shall make good faith and reasonable efforts to ensure that the Client's dog is shown as per agreed, however the Client agrees that Show Dog Synergy shall be held harmless and all other obligations within this agreement / contract shall endure.

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Show Dog Synergy shall house dogs in the appropriate kennel size and sanitary conditions in accordance with AKC and / or breed industry acceptable standards, and provide the dog with the proper nutrition and exercise for the applicable breed per AKC and breed standards. Kennel types and sizes may be predicated upon situational condition constraints such as permissible sizes allowed within a show exhibitors allocated area.

If for any reason Show Dog Synergy feels the dog should be pulled, including but not limited to aggression, fear, lameness, health, or other conditions detrimental to the dog, the handler, event personnel or attendees; the Client will not be billed the handling fee for that day, but only the agreed to SDS operational expense elements define within the agreement. Otherwise, handling fees will be charged unless the entry is withdrawn by the Client and Show Dog Synergy is notified in a written communiqué at least one hour prior to the applicable show's entry closing date.

- 5. Description Of Services:** This agreement shall be expressly for the services and work effort as defined here within and identify within the applicable SDS Dog Authorization form. Appendix A shall contain the applicable SDS Dog Authorization form(s) to this agreement which contains the specific identification of the provided services, service durations and dates as defined and approved by the Client. The below provides a complete description of the services as provided by Show Dog Synergy L.L.C. and denoted in the referenced SDS Dog Authorization form(s) by title.

**Handling** shall consist of working with the Client to evaluate show entries, making show entries as necessary, ensuring that Show Dog Synergy understands the Client's campaign and campaign objectives for the dog and assisting with meeting those objectives. Show day touch-up grooming along with show day conditioning and show ring behavioral remediation are included in handling fees. All dogs will be presented in their applicable breed categories / classes and in both the group and Best In Show competitions when the dog advances beyond breed. Group and / or Best In Show presentations are included as a part of the pre-negotiated handling fee. However bonuses for both group placements and Best In Show wins shall be included as a separate charge based on pre-negotiated and mutually agreed to rates. Group Placement and Best In Show bonus rates will be determined on the current ranking status of the dog, the value of the show and the overall benefit to the Client's dog campaign objectives. Breed wins shall not incur a bonus charge as breed wins are included as a part of the pre-negotiated handling fee. Handling fees shall be based on whether the dog is a class dog or specialty. Client dogs brought to the show site or ring-side shall be bathed and brushed according to the breed specification. Dogs requiring bathing or extensive show-ready grooming will incur a grooming charge. Show Dog Synergy will provide touch-up grooming as a part of the normal handling services fee. Touch-up grooming will consists of light clipping, brushing, coat thinning (if applicable) and application of any breed special grooming needs as determined by Show Dog Synergy.

**Handling Priority** - It is agreed that the class dogs will be shown for winners by a Show Dog Synergy registered handler according to the client's priority arrangement with the SDS handler. Specials, and class dogs with an SDS pre-arranged campaign that are contracted to travel with Show Dog Synergy, will take preference over ring-side or show-site drop off class dogs. Ring-side or show-site drop off

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specials will take preference over ring-side or show-site drop off class dogs. When a showing conflict arises, Show Dog Synergy management shall provide either another equivalent handler or associate to show the dog or may elect to have a Show Dog Synergy assistant with applicable experience show the dog. If a combination of class dogs and / or specials is required to be in the ring at the same time; it is agreed that a Show Dog Synergy registered handler will handle the dog with the highest priority and other qualified individuals as necessary will handle the remaining dogs. When a customer has more than one dog placed with SDS, the customer will work with an SDS handler prior to each show to identify / define their dog's handling priorities.

**Grooming** shall consist of bathing, clipping, brushing and coat thinning (if applicable) for the breed type based on AKC or Breed standards. Non-show time grooming will be accomplished once a week unless special circumstances exist / occur requiring more frequent grooming. All dogs will be pre-groomed one to two days prior to each show. Day of showing grooming will include touch-up clipping, brushing, coat thinning (if applicable) and application of any breed special grooming needs as determined by Show Dog Synergy. Day of show grooming cost is included in the show handling rate and will not be billed separately. Non-show day grooming may be included as an integral part of long term boarding fees unless an itemized billing is requested by the Client. Pre-show day grooming will be charged as a pre-negotiated item permitting the Client to provide pre-show day grooming. Client pre-show day grooming will be evaluated by Show Dog Synergy and an assessment of any additional grooming needs will be provided to the Client at time of dog drop-off. If in the assessment of Show Dog Synergy extensive additional grooming will be required, the Client and Show Dog Synergy will determine the applicable extent of the additional grooming and negotiate a price for the additional grooming needs. If the Client pre-show day grooming is acceptable, Show Dog Synergy will provide touch-up grooming as a part of the normal handling services fee.

**Boarding and Care** shall consist of ensuring that the dog receives routine feeding, exercise and preventive health care for the dog's breed type. Food for the dog shall be provided by the Client unless pre-determined that Show Dog Synergy shall provide the food. Food material costs will be billed based on actual expenditures incurred for acquiring the food. Dogs sent to / with Show Dog Synergy without food and / or a pre-determination obligation for Show Dog Synergy to provide the food; will be bill as an additional expenditure based on actual food costs incurred. Show Dog Synergy will provide food acquisition receipts with each billing statement for reimbursement. Any food purchased or food provided but not used will be turned over to the Client with the dog at the termination of the agreement. All boarding including housing will be accomplished in accordance with AKC recommendations for the breed when applicable. Show day boarding may deviate from the AKC recommendations due to physical or operational constraints beyond the control of Show Dog Synergy. Boarding accommodations will be accomplished to the maximum extent possible to ensure the health, well-being, and security of the dog. Dog health and security boarding accommodations prior to, during, or between shows, and during transportation will take priority over AKC recommendations. If Show Dog Synergy determines that show site boarding accommodations present a health or security issue to the dog; Show Dog Synergy will immediately contact the Client and mutually agree upon an applicable boarding accommodation arrangement to ensure the health and security of the dog.

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**Conditioning** shall consist of show ring behavioral and breed attribute display retention consistency. When and as necessary conditioning will also consist of engaging the dog in a routine exercise program or road-work as necessary to strength the breed physical characteristics. Client requested special conditioning will be accomplished unless in the opinion of Show Dog Synergy the special conditioning is becoming a detriment to the dog. If Show Dog Synergy determines that any special conditioning is or may be a detriment to either the dog's health or breed physical characteristics; Show Dog Synergy will inform the Client and arrange a modify or new conditioning program for the dog. Normal routine conditioning for long term or non-show days will be based on the breed, age, health condition and boarding accommodations. Show day and pre-show day conditioning shall consist of a condensed or modified version of routine conditioning and will be accomplished based on the needs of the breed and show times for the dog. Dog security and health will take priority over any normal routine or special conditioning requirements. Show Dog Synergy reserves the right to suspend, stop, reduce or change the dog's normal conditioning activities if in the opinion of Show Dog Synergy management that the conditioning activities might be detrimental to the health or security of dog for any reason (i.e. Dog too stressed, too young or out of shape for normal conditioning, etc.). If conditioning is suspended, stop, reduced or changed for health reasons, Show Dog Synergy will inform the Client and identify the reasons along with a new conditioning approach. Temporary suspension, reduction or changes to dog conditioning shall not change any of the terms and conditions of this agreement and shall be considered a normal part of the on-going dog sustainment and maintenance efforts with no change in fees unless the conditioning was negotiated as a special conditioning requirement to the agreement. Show Dog Synergy reserves the right to determine normal conditioning protocol based on the breed, dog's age, health needs and /or location conditions without changes to pre-negotiated costs. Show Dog Synergy will make every effort to inform the Client of any necessary variations to pre-agreed to conditioning protocols unless the variation is temporary or immediate communication with the Client is not possible. During show to show transportation, Show Dog Synergy will implement an abbreviated conditioning routine aligned with the dog's normal conditioning program. Abbreviated training conditioning routines will consist of shorten exercise periods and when or if possible some minimal road-work.

**Training** shall consist of behavioral modifications to ensure that the dog exhibits the applicable show ring mannerisms along with best breed physical attributes and characteristics in alignment with the Client's dog campaign objectives. Training may also include specialized training for competitions other than confirmation or special objectives for the dog such as child inter-activeness or service dog functions. Show Dog Synergy and the Client shall identify and define a training plan tailored to the dog and the Client's objectives. Based on the training plan, Show Dog Synergy will develop and implement a training schedule in alignment with the time-line needs of the Client's objectives for the dog. Training plans shall be collaboratively developed and mutually agreed to by the Client and Show Dog Synergy and individually priced based on the training objectives and schedule duration parameters. Agreed to training plans shall be include as an appendix to this base agreement and shall be governed by the terms and conditions in the agreement and training constraints identified in the training plan.

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**Transportation** shall consist of ground transportation within an environmentally controlled environment. All dogs will be secured within crates or kennels applicable for vehicle transportation which have been physically secured within the vehicle in accordance with AKC and industry transportation recommendations. Dogs traveling with Show Dog Synergy will be constantly monitored for health and well-being, and provided applicable nutrition that ensures both their health and safety during transportation. During day light transportation hours, frequent periodic rest stop (“potty”) breaks will be accomplished to ensure the health and well-being of the dog. Dogs requiring rest stop attention sooner than planned will be accommodated. During night time transportation, periodic rest stop (“potty”) breaks will be less frequent however monitoring will continue to be constant. At non-show site stop-layovers, Show Dog Synergy will ensure all layover locations can accommodate the security needs and an abbreviated or modified set of conditioning activities as well extended “out-of-the crate time”. During every travel delay period, dogs will be inspected and when, or if necessary permitted to take a brief “potty” break. Transportation layovers, when feasible, are planned during normal feeding times and are of sufficient duration to ensure both feeding and an extended available “potty” and abbreviated conditioning period.

**Airport pickup** shall consist of Show Dog Synergy coordinating with the Client to identify the applicable time and airport that Show Dog Synergy shall obtain physical possession of the dog. Show Dog Synergy shall physically inspect the dog for health, damage and / or other detriments that may have occurred during air transportation. Upon determination that a detriment exists; Show Dog Synergy shall immediately attempt to contact the Client and inform the Client of the existing detriment. Show Dog Synergy shall not take receipt from airport custodial / air transportation personnel prior to notifying the Client and outlining the extent of the transportation detriment to the Client. Show Dog Synergy will work with and represent the Client to aid with rectifying / resolving the air transportation detriment to the best of SDS’s abilities and the existing situational conditions. The Client agrees to and accepts total responsibility for all air transportation detriments to the dog and shall hold Show Dog Synergy harmless / non-labile for any consequential or parallel collateral detriments as a result of any air transportation detriment resolution assistance that Show Dog Synergy may provide. If upon inspection of the air transportation detriment, Show Dog Synergy determines or feels that the dog is in immediate danger due to death, sickness or physical injury, Show Dog Synergy shall take all and any necessary actions to remove the dog from the exposure of the danger and / or obtain the necessary medical assistance to ensure the health and safety of the dog. Client acknowledges and agrees to hold Show Dog Synergy harmless / non-labile for any results or consequential detriments to the dog as a result of any actions by Show Dog Synergy to remove the dog from the air transportation danger, detriment or in obtaining emergency attention for the dog.

If upon inspection Show Dog Synergy determines that; there has been no air transportation detriments to the dog, Show Dog Synergy shall take physical possession of the dog and execute to the agreement obligations as originally defined between Show Dog Synergy and the Client. In addition to the above, Airport Pickup shall consist of Show Dog Synergy coordinating with airport / air transportation personnel to facilitate the conclusion of any air transportation paper work as a representative of the Client. When applicable as the Client’s representative; Show Dog Synergy shall pay for any unknown

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or additional non-prepaid air transportation costs required for Show Dog Synergy to take physical possession of the dog. The unknown or additional non-prepaid air transportation costs shall be included in the Client's next billing and shall be accepted and paid by the Client as though these costs were a part of the original agreement. Show Dog Synergy shall make every attempt to notify the Client of any unknown or additional non-prepaid air transportation costs prior to Show Dog Synergy incurring these costs on behalf of the Client unless situational conditions inhibit or prohibit; and / or delayed communication efforts would cause Show Dog Synergy to violate other services agreements or contractual obligations.

When excessive delays exists (more than 4 hours) from the prearranged Airport Pickup time and Show Dog Synergy is required to wait at the designated airport; Show Dog Synergy shall notify the Client of the excessive delay and possible delay cause. Once the delay exceeds a reasonable time and at the discretion of Show Dog Synergy management, the Client shall be charged a reasonable air transportation delay charge not to exceed the total original quoted price of the Airport Pickup charge. Any air transportation delay charge shall be included in the Client's next applicable billing and shall be accepted and paid by the Client as though these costs were a part of the original agreement. Show Dog Synergy shall inform the Client of any potential air transportation excessive pickup delay charge when the Client is informed of the excessive air transportation pickup delay, and will work with the Client to avoid or minimize the pickup delay charge to the maximum extent possible. Additionally for no charge; Show Dog Synergy shall assist the Client in obtaining any necessary paperwork / documentation that the Client may need to file either an airport pickup delay cost reimbursement or air transportation dog detriment claim.

**Unique Health Maintenance** shall consist of any "special" pre-existing health issue attention needs required by the dog on a periodic basis while in the possession of Show Dog Synergy. Health Maintenance needs shall be defined by the Client in an explanatory note within the SDS Dog Authorization form(s) detailing the requirements and frequency of the health attention need. Additionally Unique Health Maintenance services may be associated with any dog's being handled by Show Dog Synergy which have special dietary, health, exercise or grooming needs above and beyond their breed standard or which would be considered "non-standard" for the breed.

**Show photography** shall consist of Show Dog Synergy providing predetermined photograph snap-shots of the Client's dog either competing in the show ring, or receiving an award, or as a portrait profile for use on either, Show Dog Synergy's Show Dog web page or the Client's advertising / dog promotional campaign. The types and total numbers of photographs shall be pre-negotiated as a separate services component. Show Dog Synergy shall obtain a sufficient number of like photographs determined by the situational time parameters for the specific desired type of predetermined photograph in order to provide the Client a selection set from which to choose an applicable photograph to meet the Client's dog photograph objectives. All photographs not acquired by the Client remain the exclusive property of Show Dog Synergy. Any and all photographs purchased by the Client become the exclusive property of the Client. Show Dog Synergy and the Client shall determine the applicable photograph delivery medium and make the necessary arrangements to deliver the Client's selected photographs in this delivery

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medium. The Client acknowledges that obtaining specific or Client desired photographs of a particular type at a specific show or for a specific show event may not always be possible and beyond any controls or capability of Show Dog Synergy. When it is impossible to obtain the Client's desired photograph, Show Dog Synergy shall provide the Client with alternative photographs or picture opportunities to determine if an alternate photograph will satisfy the Client's objectives / needs. When it is impossible to obtain the desired photographs Show Dog Synergy shall not charge the Client nor shall the Client hold Show Dog Synergy liable for the inability to obtain the desired Client photograph.

**Special Services** shall be mutually agreed to by both parties and defined by either Client or Show Dog Synergy in an explanatory note identifying and defining the particular service required. Special Services will be negotiated with compensation rates being uniquely defined by Show Dog Synergy management. Special services may consist of either Show Site and / or Showing assistance when Show Dog Synergy is not handling a Client's dog. Show Site Special services may include assistance with setting up or breaking down and moving a Client's showing equipment or assisting with getting or holding dogs for a Client at a show ring when the Client has elected to show their own dog(s). Special services may also include assisting a Client groom their dog when the Client has elected to show their own dog or may include show site / show ring training or coaching assistance when the Client has elected to show their own dog. Additionally Special services may include Non-Showing or Non-Show Site assistance required or needed that Show Dog Synergy can reasonably and legally provide.

- 6. Subject Of Agreement:** The dog which is or the dogs which are the subject of this agreement are fully described in the SDS Dog Authorization form(s) that formulates a part of the this agreement. The Client's signature and date contained in the applicable SDS Dog Authorization form(s) affirms and certifies that the information provided is true and correct, and agrees to indemnify and hold harmless Show Dog Synergy for any damages which may result to the dog, the Client, or to third parties from inaccurate information being provided herein or to Show Dog Synergy. Additionally by providing the below information in the SDS Dog Authorization form(s), signing and dating the form, the Client certifies that they are 1.) The owner of the dog and or the owner's legally designate agent or representative; 2.) Possess the legal authority to turnover possession responsibility of the dog and 3.) Have the legal authority to enter and have the dog shown at an AKC, or any other kennel club, or specialty show, match, or other related similar type dog competition activity and 4.) Are of legal age and have the legal authority to enter in to a binding agreement / contract regulated under the applicable federal, state and municipal laws of the United States.

Show Dog Synergy is not responsible for the accuracy, validity, or correctness of the information provided by the Client. However if Show Dog Synergy suspects the accuracy, validity or correctness is questionable, Show Dog Synergy may 1.) Request the Client to provide the necessary modifications, updates, or adjustments to the information, or 2.) Request that the Client provide additional objective substantiating documentation to support the provided information. The below provides an identification of the type of Dog Registration and Ownership information required within the SDS Dog Authorization form.

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**Dog Registration Information** (See SDS Dog Authorization form)

Note, if a copy of the dog's AKC Registration papers are furnished with this agreement; only enter the AKC number here for the dog.

Breed: \_\_\_\_\_ Variety: \_\_\_\_\_ Sex / Gender: \_\_\_\_\_

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

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

AKC or other Registration No.: \_\_\_\_\_ Registration entity: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ County of Origin: \_\_\_\_\_

Tattoo or Microchip Number: \_\_\_\_\_

Breeder: \_\_\_\_\_

Sire: \_\_\_\_\_ Dam: \_\_\_\_\_

**Dog Health Information** (See SDS Dog Authorization form)

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

Unique Diet Needs: \_\_\_\_\_

Feeding Guidelines / Instructions: \_\_\_\_\_

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

Other Health Issues: \_\_\_\_\_

**Shot Record**

Rabies	Date Given: _____
DHP	Date Given: _____
Parvo	Date Given: _____
“Kennel Cough” Vaccine	Date Given: _____
Heartworm Preventative	Date Given: _____
Tick & Flea Preventative	Date Given: _____

If the dog is on a regular heartworm preventative, state the brand name.

Heartworm Medication: \_\_\_\_\_

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Dogs Regular Veterinarian Contact Information:

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

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

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

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

**Dog Behavior Information** (See SDS Dog Authorization form)

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

Unusual Habits: \_\_\_\_\_

Precautionary Behaviors: \_\_\_\_\_

Describe fully previous displays of aggression of ANY TYPE (including aggression towards other animals or people, whether provoked or unprovoked):

People Aggression: \_\_\_\_\_

Animal Aggression: \_\_\_\_\_

Other Aggressions: \_\_\_\_\_

**Dog Ownership Information** (See SDS Dog Authorization form)

Name of Owner (Primary): \_\_\_\_\_

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

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

Home phone: \_\_\_\_\_ Cell phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Emergency Contact Number: \_\_\_\_\_

Name of Co-Owner(s): \_\_\_\_\_

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

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Fax: 888-502-6375





Show Dog Synergy, L.L.C.™

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

Home phone: \_\_\_\_\_ Cell phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Emergency Contact Number: \_\_\_\_\_

**7. Certification And Warranty:** Client certifies and warrants that he / she is the actual owner of the dog or is the duly authorized agent of the actual owner. Client further certifies and warrants that he / she has the legal authority to show the dog or commit Show Dog Synergy to provide dog handling and showing services for the dog defined in the associated SDS Dog Authorization form(s).

**8. Medical And Health Care:** Client agrees that if during Show Dog Synergy's possession of the dog; that veterinary care is deemed to be appropriate and / or necessary; Show Dog Synergy has the sole discretion to obtain and / or provide such care as necessary to ensure the physical health and health safety of the dog. The Client agrees and shall permit Show Dog Synergy the authority to obtain whatever medical attention is necessary; either emergency or normal veterinary care; that in the opinion of Show Dog Synergy is required to ensure the health and / or safety of the dog. In the event that veterinary care is deemed necessary; Show Dog Synergy will make every attempt to contact and inform the Client of the need, the assumed or assessed urgency, and the potential reason for the veterinary care prior to obtaining the deemed necessary care. If Show Dog Synergy is unable to contact the Client within a reasonable time period and feels that continuing delays would or could be detrimental to the dog; Show Dog Synergy will make the necessary medical arrangements and provide the dog with the necessary veterinary care. When or if applicable, Show Dog Synergy will attempt to obtain the veterinary care from the veterinarian designated in the dog's current SDS Dog Authorization form. If the Client's preferred or identified veterinarian is not available or it is not physically feasible to obtain veterinary care from the Client's designated veterinarian; Show Dog Synergy will obtain the required veterinary care from an equivalent veterinarian care provider. In the event that emergency medical care is necessary for the dog, it is agreed that Show Dog Synergy will obtain such treatment from any licensed veterinarian and any and all emergency expenses will be reimbursed by the Client. The Client agrees to indemnify and hold harmless Show Dog Synergy for any damages which may be incurred by the dog as a result of 1.) Any delay in obtaining the necessary veterinary care 2.) The dog receiving the necessary veterinary care 3.) Subsequent physical or health issues that may or may be related to the provided veterinary care. When deemed necessary or for emergency issues, Show Dog Synergy shall immediately obtain the applicable veterinary care and then contact and advise the Client of the emergency issue. For non-emergency and / or normal veterinary care; Show Dog Synergy shall continue to attempt to contact the Client while also monitoring the health care issue to assess when or if a non-emergency may have escalated to an emergency condition. The Client agrees to incur and be responsible for all and any non-prearranged veterinary routine care charges required or arranged for, or provided by Show Dog Synergy on behalf of, or for the Client as the dog's current representative assigned agent in order to effectively show the dog or ensure that the dog is permit to be shown at the Client's designated shows.

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Further, it is agreed that Show Dog Synergy 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. It is the responsibility of the Client to provide Show Dog Synergy with all medical records along with current vaccination records for each Client dog in the possession of Show Dog Synergy, and that these medical records and / or possible medical issues are identified by the Client in the SDS Dog Authorization form. This shall be deemed to include any and all conditions and requirements of the dog which require any routine attention or special treatment for a health of medical condition. The dog's medical records shall be in the English language and can be provided in either hardcopy or electronic media.

It is understood that all prophylactic treatments such as heartworm preventative and flea and tick preventative medications / treatments shall be furnished by the owner. If these treatments / medications are not furnished by the Client, then permission is hereby granted for Show Dog Synergy to procure same or an acceptable equivalent for the breed / dog size; and the Client agrees to reimburse Show Dog Synergy actual medication / treatment acquisition costs. Actual medication / treatment acquisition cost shall be included in subsequent Client billing as an additional or out-of-scope agreement costs.

Client agrees that Show Dog Synergy 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 infestations. Upon request and inclusion of such within this agreement, Show Dog Synergy will assist or work with the Client to obtain any normal or non-emergency veterinary care for the dog, however the Client shall indemnify and hold harmless Show Dog Synergy for acquiring or providing any deemed necessary emergency, non-emergency or routine medical treatments.

**9. Authorization:** Client hereby authorizes and empowers Show Dog Synergy to function as the Client's designated agent and when required to enter the dog in dog shows, execute entry forms on behalf of the Client, 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 clubs for engaging in the competitive events associated with that kennel club. Show Dog Synergy is further authorized to travel with the dog and is granted sole discretion of how and when to transport the dog to shows by any necessary means of transportation, except those transportation means that in the opinion of Show Dog Synergy may or could be detrimental to the dog's health, safety or overall well-being. If Show Dog Synergy determines that flight by airplane is appropriate and necessary to attend a particular show or shows, it is agreed that Show Dog Synergy will not undertake such travel without separate authority and consent from the Client. Upon receipt of the Client's consent for air travel, Show Dog Synergy will work with the Client and make the necessary arrangements for the air travel.

**10. Fees And Payment:** After particular handling services are completed, upon receipt of an invoice for the particular services; all invoiced service fees / charges shall be paid per the terms and conditions of this agreement and as identified / defined in the Client's Invoice. A final services invoice will be based on the termination dates or events as defined in the applicable SDS Dog Authorization form(s) and per the terms and conditions define here within. It is agreed that in the event of co-ownership that all parties have

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entered into this agreement by designation of the co-ownership affiliation in the applicable SDS Dog Authorization form(s) and that these parties are all Clients and will be held responsible for payment of the services rendered. The primary owner / Client shall be designated to receive and pay the entire invoice amount and shall be responsible for the collection of any monies from all other co-owner (s).

Client agrees to pay Show Dog Synergy the applicable fees for services performed as specified and define in the applicable SDS Dog Authorization form and its associated SDS customized Client quote which is incorporated herein by reference and is an attachment to this agreement by reference hereof. Client further agrees to pay Show Dog Synergy 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 in the attached SDS Dog Authorization form or its associated SDS customized Client quote; but which have been itemized in the applicable invoice. Prior to Show Dog Synergy incurring unforeseen additional possession and care expenditures; SDS will attempt to notify the Client, unless notification delays could present a danger to the dog's health or under emergency conditions which could be detrimental to the dog's well-being in the sole discretionary opinion of Show Dog Synergy. Dogs placed with Show Dog Synergy with special dietary, exercise or grooming needs may incur additional charges as deemed necessary and appropriate. Client's are required to provide unique health maintenance or care information in the SDS Dog Authorization form(s) which must be completed, signed, dated and provided to Show Dog Synergy prior to any services being rendered. The Client and Show Dog Synergy shall mutually agree as to how the costs of known special needs will be addressed and whether or not there will be any additional special or unique health maintenance services charges to adequately tend to, or address, the dog's special needs while the dog is place with Show Dog Synergy. The Client hereby grants Show Dog Synergy permission to provide special or unique health maintenance needs services for a dog in Show Dog Synergy's possession if and / or when Show Dog Synergy may identify or discover that the dog requires or has special needs that were not identify to Show Dog Synergy by the Client. When Show Dog Synergy identifies or discovers that a dog in their care does require or have special needs unique health maintenance needs that were not previously identify; Show Dog Synergy shall immediately contact the Client and outline the reason and rationale as to why they believe the dog currently has a special need and what risks if any the special need might present to the dog while in Show Dog Synergy's care. Client agrees that if non-previously identify special needs services are identified and accomplished by Show Dog Synergy; that the Client will be invoiced / billed for these special services needs in the next billing cycle after the need is identified.

Show Dog Synergy agrees to periodically submit an itemized invoice for all mutually agreed to and designated services and unique expenses due. Invoice submission dates and / or frequency shall be mutually agreed to by the Client and Show Dog Synergy. Mutually agreed too invoice periodic frequencies shall be designed in the applicable SDS Dog Authorization form and / or its associated SDS customized Client quote that form a part of and provide supplementing information to this agreement. When applicable, Show Dog Synergy and the Client may agree to a longer payment grace period, which shall be specified and defined in the applicable SDS Dog Authorization form(s) or as contained in the applicable Client invoice. When no mutually defined invoicing frequency has been identified in the SDS Dog Authorization form(s) or applicable invoice; invoices shall be submitted to the Client following each designed show event defined within the SDS Dog Authorization form(s) either via electronic media (i.e. email) or mailed via the United

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States Postal Service (USPS).

All invoices are due and payable upon receipt and shall be paid in full within thirty days after receipt of the invoice submission date. Invoices shall be considered delinquent if an invoice remains unpaid for thirty days or more after the invoice submission day. Delinquent accounts will be charged an administrative charge of five to fifteen percent (5% to 15%) based on the invoiced unpaid balance and / or any discounts applied to the original invoice shall be removed. Delinquent administrative charges shall be included in “reminder” invoices submitted once the original invoice submission date has exceeded the invoice submission date by thirty days. It is agreed that services are rendered in Tarrant County, Texas and that payment for all services are due and payable in Tarrant County, Texas. All payments shall be made payable to Show Dog Synergy L.L.C. and when mailed submitted to Show Dog Synergy L.L.C. P. O. Box 211111, Bedford, TX 76095.

Show Dog Synergy accepts all major credit and debit cards, as well as, PayPal, and shall provide the Client the option to make payments via a debit to their credit and / or debit card, or PayPal account. Credit or debit card payments will show on the Client’s financial institution billing statement as Show Dog Synergy or Show Dog Synergy L.L.C. Election to pay via a credit and /or debit card or PayPal will be designated within the applicable SDS Dog Authorization form(s) or may be agreed to at time of invoicing. When Clients have elected this type of payment option, upon invoice submission to the Client, Show Dog Synergy will coordinate with the Client and identify the applicable credit / debit card or PayPal charge account for processing payment. Show Dog Synergy does not and will not retain any Client credit / debit card numbers or Client PayPal information and therefore the Client will be required to provide their appropriate information and authorize for each and every invoice transaction, as well as designate which invoice shall be paid via this type of transaction. Show Dog Synergy shall submit and process the Client’s authorized credit and / or debit card or PayPal payment and once successfully processed, Show Dog Synergy shall provide the Client with a copy of the payment submission and acceptance receipt transaction provided to Show Dog Synergy by the Client’s designated credit and / or debit card financial institution or PayPal. Processed credit and / or debit card, or PayPal transactions which are challenged by the Client via their applicable financial institution once an electronic payment has been processed, shall be considered delinquent accounts and shall be administered by Show Dog Synergy as a delinquent account in accordance with the provisions contained here within unless the Client has provided sufficient documentation to Show Dog Synergy providing a valid reason for the transaction challenge. These types of post-processed delinquent accounts shall be subject to additional collection and administrative charges. Client agrees that if sufficient transaction validation is not or has not been provided to Show Dog Synergy within five business days prior to challenging the transaction charge with their financial institution; the Client acknowledges and agrees that Show Dog Synergy may bill / invoice the Client for the total amount of the challenged transactional charge and include a collection and administrative charge not more than ten percent (10%) of the total transactional charge which was challenged.

Client agrees that Show Dog Synergy shall be granted a legal lien on all dogs in Show Dog Synergy’s possession which are the subject of a delinquent account. Any delinquent account shall require a complete and full payment by certified funds or cash of the Client’s entire account balance before the lien will be

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removed and the dog(s) is / are released to the Client. It is agreed that if a Client's account has been delinquent but has been settled through a delinquency resolution, that Show Dog Synergy has the option of requiring an additional services security deposit before any services are resumed or accomplished. A \$500 per dog security deposit will be due at the time services are re-initiated after settlement of a delinquent account situation. It is further agreed that Show Dog Synergy has the right to interrupt or stop providing any agreed to services when subsequent outstanding invoices exceed the \$500 per dog security deposit(s). Security deposits will be applied to the final invoice after services are terminated and any remaining funds will be refunded to the Client when the deposit plus received payments exceed the total of all submitted invoices.

Client agrees that all account balances shall be paid in full prior to Show Dog Synergy returning the Client's dog(s) to their possession unless the Client has entered in to an account balance scheduled payment contract and a Client Dog Lien agreement with Show Dog Synergy. Account balance scheduled payment contracts shall contain some form of security deposit or monetary value collateral which shall be forfeited if the Client fails to perform as agree to within the account balance scheduled payment contract. Client agrees and grants Show Dog Synergy the right to legally pursue default settlements of any and all account balance scheduled payment contracts in default through the applicable Small Claims jurisdiction system. Client and Show Dog Synergy agree that they shall not and will not agree to any form of arbitration to delinquent account issues resulting from the Client's default of an account balance scheduled payment contract. A Client Dog Lien agreement shall provide SDS with an ownership percentage interest in the Client's dog until such time all delinquent account balances have been resolved.

Should Show Dog Synergy incur costs for collection of delinquent invoices or accounts in any form, the Client agrees to pay any and all additional collection costs, including a reasonable administrative, and if applicable, attorney's fee and court costs for collection including the implementation and issuance of an SDS Client Dog Lien agreement.

Show Dog Synergy may require a pre-show / pre-service retainer fee under certain circumstances or for special conditions. This special pre-show / pre-service retainer fee and applicable payment requirement shall be identified and defined in the applicable SDS Dog Authorization form(s) or its associated SDS customized Client quote. The parties agree that this retainer is due upon initial delivery of the dog to a Show Dog Synergy representative based on the dog designated in the applicable SDS Dog Authorization form. This special pre-show / pre-service retainer fee will be applied to the Client's last invoice with termination of the agreement. Client agrees that at Show Dog Synergy's sole discretion, the dog or dogs associated with this special pre-show / pre-service retainer may not be released to Client unless and until all monies due and owing above the special retainer fee have been paid to Show Dog Synergy and / or a mutually agreed to compensation for services rendered has been satisfactorily provided to Show Dog Synergy.

Client agrees and grants Show Dog Synergy the decisional discretion to pull a dog from a show after the dog has been entered for the show when either a dog health issue arises or other conditional situations exits which, in the opinion of Show Dog Synergy, would be detrimental to the health and safety of the dog, or to

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the Client's dog campaign objectives. When possible, Show Dog Synergy shall confer and coordinate a mutual decision to pull the dog from a show after entries have been made and outline the reasons for pulling / not showing the dog, as well as, the associated risks if the dog is shown for the particular designated event. It is agreed that handling fees and entry fees are incurred when entries close for a show. If and / or when a dog is pulled from a show due to health or safety reasons and / or other conditional situational issues, all Show Dog Synergy handling fees for that specific dog and event will be waived but show entry costs and fees for services other than handling will remain the obligation of the Client.

**11. Duties Of Client:** It is agreed that dogs that are brought to a show as "ring-side drop-offs" by the Client, shall be bathed, groomed and brushed according to the correct breed specification. Client dogs ready ring side to be shown will be charge the "Ring Side Rate". In the instance where Show Dog Synergy must bath, groom, and brush a "ring-side drop-off" dog accordingly to, or for proper breed ring presentation; the Client shall be charge an "All-Breed Show Rate". (See Services and Rates)

All costs for dog special needs which the Client has identified; and for which the Client has agreed to provide the necessary materials, supplies, etc., shall be the sole responsibility of the Client. When these dog special needs are minimal such as diet or extra exercise time; Show Dog Synergy shall not charge the Client for any special services charges until and unless these special needs in the opinion of Show Dog Synergy become excessive. When Show Dog Synergy determines that a dog's known special needs have escalated and / or have become or are excessive; Show Dog Synergy shall notify the Client of such and make any necessary arranges to minimize or avoid the Client incurring any special services charges.

**12. Terms and Termination:** The term of this agreement is defined here within and as supplemented with the applicable completed, dated and signed SDS Dog Authorization form. SDS services shall commence on the date identified within the applicable SDS Dog Authorization form and associated SDS customized Client quote; and shall be in effect for an indefinite period from the commencement date unless an agreement period is identified within the applicable SDS Dog Authorization form. When a termination date and / or event is defined in the applicable SDS Dog Authorization form; this agreement shall terminate upon that date or upon the conclusion of that event; if and only if all other provisions of this agreement have been satisfied (e.g. see Fees and Payment). Either party may terminate this agreement early by providing a written termination notice to the other party. In the event either party chooses to terminate this agreement early; a written termination notice must be provided to both parties at least ten (10) days prior to the needed termination date. Notification shall be sent to:

Show Dog Synergy, L.L.C.  
P. O. Box 211111  
Bedford, TX 76095

Name: See SDS Authorization Form

Address \_\_\_\_\_

[schuy@armore@showdogsynergy.com](mailto:schuy@armore@showdogsynergy.com)

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

*Note: Client's information as contained in the applicable completed, dated and signed SDS Authorization form.*

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After receipt of a written termination notification, the parties shall formulate a contract termination agreement; signed and dated by both parties. This termination agreement shall outline the obligations and liabilities of both parties under the termination

This Agreement may also be terminated 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.

Neither party shall be liable or deemed to be in default for any delay or failure in performance under this agreement for interruption of service resulting, directly or indirectly, from acts of God, civil or military authority, acts of the public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, other weather elements, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation or any causes beyond the control of either party in the reasonable judgment of a court.

**13. Non-Waiver Provision:** The parties agree that in the event of a breach by one of them on 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 a 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 a waiver to 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 the event of future breaches to the agreement.

**14. Indemnification And Hold Harmless:** It is agreed that neither Show Dog Synergy nor any of its duly authorized agents, business 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. Client hereby agrees to indemnify and hold harmless Show Dog Synergy, its duly authorized agents or business associates and assistants, from any and all liability for, or which may result from; 1.) assistance and / or execution of entry forms for dog shows on behalf of the Client; 2.) accidental injury to the dog as a result of transportation, boarding / housing or presentation at a show or event and / or 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 / or obtaining veterinary care for the dog as specified herein. The Client accepts full responsibility and liability and shall defend, indemnify and hold harmless Show Dog Synergy for all injuries inflicted by the dog on other animals, Show Dog Synergy personnel or business associates, or on third parties such as show / event personnel, other show / event participants, or spectators. It is the express intention of the parties to this agreement that Show Dog Synergy shall not be held liable to Client or to any third party or parties, for any acts of the dog, no matter the circumstances, and Client personally agrees to be liable to Show Dog Synergy or its assigned agents for any such liability Show Dog Synergy may incur as a result of a Client's dog aggressive actions. Client agrees to indemnify and hold harmless Show Dog Synergy for any property or personal damages which may be caused by a third party.





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- 15. Non-Disclosure:** In connection with the delivery of Services hereunder, the Client may be exposed to confidential and proprietary information of Show Dog Synergy or its business associates, whether or not so identified (including without limitation this agreement and its supplemental attachments and amendments). All such confidential and proprietary information shall be subject to the terms and conditions of this Non-Disclosure clause. The Client and / or any of the Client's business associates shall not disclose any confidential or proprietary information belonging to Show Dog Synergy and / or its business associates for any reason in any form unless required to by law. When or if deemed necessary by Show Dog Synergy, Client agrees that they shall sign and execute a formal written Non-disclosure agreement which shall be appended to this agreement as necessary.
- 16. Non-Solicitation:** During the period in which the provisions of this agreement 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 Show Dog Synergy or its business associates; on behalf of any business, enterprise or third party that is not represented by Show Dog Synergy. 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, unless the Client has discussed such need with Show Dog Synergy management and obtained approval for such business transactions.
- 17. Merger Clause:** There are no other agreements implied or expressed whether oral or written, between the parties other than those expressly contained herein. This agreement expresses the entire agreement between parties.
- 18. Modification:** This contract cannot be modified, except in writing and signed by both parties as defined here within.

By signing the applicable SDS Dog Authorization the Client agrees and understands all conditions of terms and agrees to pay all fees defined accordingly here within and / or as defined in the SDS Dog Authorization and its associated SDS customized Client quote. Signatures and the applicable dates for this agreement are contained in the applicable SDS Dog Authorization form(s) which formulates a part of this agreement by reference hereto.

