



Dogs Assisting Diabetics Foundation

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This Service Dog User Contract acknowledges that Dogs Assisting Diabetics Foundation (D.A.D.) has provided "Service Dog User" with a course of instruction according to the applicable rules and regulations of the State of Oregon in the use of a Service Dog and has delivered into the Service Dog User's possession the Service Dog described as follows:

This dog is trained with the intention of him/her to be used as a diabetic alert service dog.

The conditions of the transfer provide each party agree to the following:

Fees: There is a \$150 non-refundable application fee. This does not guarantee placement with a service dog. There is a \$15,000 fee to own a trained service dog. Scholarships are available, based on individual evaluation, application, and availability of scholarship funds.

1. Ownership. D.A.D. shall retain title and ownership rights of the Service Dog, as a co-owner, including the right to take possession of the Service Dog if, in the sole opinion of D.A.D., the Service Dog User does not comply with the terms and conditions outlined below, for the first year. The Service Dog User may request ownership of the above described Service Dog after a one year transitional period. If the Service Dog User has abided by the terms and conditions of this agreement and demonstrates the ability to continue to do so in the future, D.A.D., according to its sole judgment, may grant unconditional ownership of this dog to the Service Dog User.
2. Duties of Ownership. User agrees to assume all the risks, rights, duties and liabilities of ownership of the Dog, including without limitation providing a proper diet, veterinary services, shelter and all other necessary and appropriate care at the sole cost and expense of User.
3. No Partnership, Etc. By entering this Agreement, D.A.D. and User do not intend and shall not be deemed to be partners, joint ventures, principle and agent, employer and employee, or to share any other similar relationships for any purposes whatsoever.

4. Indemnity. User, on behalf of himself or herself and all representatives, agents, successors or assigns, agrees to indemnify, protect and hold harmless D.A.D. and its affiliates, agents, officers, directors, employees, representatives and attorneys, and all of its and their predecessors, successors and assigns, past and present, and each of them, from any and all claims, demands, actions, suits, causes of action, obligations, damages and liabilities of whatever kind or nature which may arise after the date of this Agreement out of any occurrences, acts or omissions in any way connected with the ownership, possession, or handling of the Dog by User.
5. No Representation, Warranty or Guarantee. User acknowledges that D.A.D. makes no representations, warranties or guarantees of any kind with respect to the Dog and User accepts the Dog as is, based upon User's own inspection and evaluation of the Dog. It is understood that a Service Dog is an animal and never 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 alerting.
6. Surrender of the Dog to Dogs Assisting Diabetics Foundation. User or User's agent may at any time return/relinquish the Dog to Dogs Assisting Diabetics Foundation or to a representative of Dogs Assisting Diabetics Foundation. User understands at the time of return/relinquishment, ownership and interest in the Dog is surrendered and all decisions regarding placement and/or other disposition of said Dog would be at the sole discretion of Dogs Assisting Diabetics Foundation.
7. Ownership of the Jacket. The Service Dog Jacket represents D.A.D.'s licensing authorization for the Service Dog User to use the Service Dog as a Service Dog. The issued Jacket remains the property of D.A.D. and must be returned upon the death or retirement of the Service Dog at the sole discretion of D.A.D. To maintain use of service jacket, User must fulfill a minimum of eight annual hours of service dog training with a D.A.D. approved trainer. Other training is encouraged, but will not fulfill this requirement. Use of jacket puts User in "Good Standing" status. If at any point in the dog's service career, this contract of continued education hours is breached, the option for retaining a D.A.D. service jacket will be void. Options to renew this will be based upon board approval.
8. Services for Active Team. The Service Dog User will be entitled to all services as approved from time to time by the D.A.D. Board of Directors while the Service Dog User and the Service Dog remain an active team. These services are for Users in Good Standing Only.
9. Retirement of the Service Dog. If D.A.D. elects to retire the Service Dog within the transitional first year, the puppy raiser has the first right to ownership. After the transitional first year, the Service Dog User has the option of keeping the Service Dog or placing it with a close family member or friend or returning it to D.A.D. for placement. If there is a compelling reason for a placement outside these guidelines, D.A.D. in its sole discretion may reserve the right to make such a placement decision.

10. Terms and Conditions of the Contract. The Service Dog User will:

- Properly feed, shelter, and care for the guide dog in a kind and humane manner. The Service Dog User will not allow the Service 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, providing all reasonable and necessary veterinary care, and providing the Service Dog with an annual veterinary examination. Not lend, give or sell the Service Dog to any other person. The Service Dog User will not allow the Service Dog to be used as a Service Dog by any other person, nor allow the Service Dog to alert routinely for another diabetic person.
- Not use or handle the service dog in any manner that would put the health or safety of the Service Dog User, the Service Dog, or the public, at risk.
- Not use the Service Dog in any manner which would reflect poorly on the Service Dog User, the Service Dog or D.A.D.
- The Service Dog user will have his/her veterinarian complete the veterinary form and return it D.A.D. annually.
- Submit monthly blood sugar logs and alert logs at the request of D.A.D.
- Submit Required Monthly Progress Reports for the first year. These reports will be provided by D.A.D.
- Notify Dogs Assisting Diabetics immediately of any of the following:
Change in Service Dog User's address.
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.
The need to retire the Service Dog.

11. Resolution of Disputes. The Service Dog User is encouraged to contact [*Graduate Services*] with any Service Dog problems. If a decision of [*Graduate Services*] results in a dispute, the Service Dog User may appeal to the Board of Directors. If a dispute is not resolved, Dogs Assisting Diabetics and the Service Dog User agree that all disputes concerning this Contract shall be resolved by arbitration conducted in accordance with the procedures set forth in Oregon Revised Statutes Sections 36.600 through 36.740. A copy of this code is available upon request. This provision shall not preclude Dogs Assisting Diabetics from seeking court intervention to protect the safety and/or well-being of the Service Dog.