



**ATC Service Dog Contract**  
719-640-0323  
[info@abovethecloudssiberianservice.dog](mailto:info@abovethecloudssiberianservice.dog)

## Service Dog User

This Service Dog User Contract acknowledges that Above The Clouds Siberian Service Dogs has provided the "Service Dog User" with a course of instruction according to the applicable rules and regulations of the State of Colorado in the use of a Service Dog and has delivered into the Service Dog User's possession the Service Dog described as follows:

1. This dog is being trained with the intention of him/her to be used as a service dog.
2. The conditions of the transfer provide each party agree to details outlined in this document.

## Fees

The Non-Refundable Application and Training fee is \$500.00 USD, which is not guarantee of placement with a service dog. Upon approval of the Service Dog Application a deposit of \$2,000.00 USD is required to hold the service dog. Upon completion of the agreement additional fees are required for an AKC CGC certified service dog depending on the client needs.

Additional fees for training, may be required for specialized training. The amount of training is determined by the severity of the needs of each individual client. The need for additional training is determined by ATC trainers. It is based on the type of specialized training is needed to adequately provide needs for the client. Additional fee may apply for stability and mobility clients

Scholarships are available, based on individual evaluation, application, and availability of scholarship funds.

## Terms and Conditions

### Ownership

ATC 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 ATC

- 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, ATC, according to its sole judgment, may grant unconditional ownership of this dog to the Service Dog User.

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### **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
- All other necessary/appropriate care at the sole cost and expense of user.

### **No Partnership, Etc.**

By entering this Agreement, ATC and User does 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.

### **Indemnity**

User, on behalf of himself or herself and all representatives, agents, successors or assigns, agrees to indemnify, protect and hold harmless ATC 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.

### **No Representation, Warranty or Guarantee**

User acknowledges that ATC 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.

### **Surrender of the Dog to ATC**

User or User's agent may at any time return/relinquish the Dog to Above The Clouds Siberian Service Dogs or to a representative of Above The Clouds Siberian Service Dogs. 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 Above The Clouds Siberian Service Dogs.

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## The Contract Requirements

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 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 ATC
- The Service Dog user will have his/her veterinarian complete the veterinary form and return it ATC upon request.
- Submit Required Monthly Progress Reports for the first year. These reports will be provided to ATC
- ATC will be contacted 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.

The client understands that this is a two-year process and will be required to participate in continued training for at least one year after the delivery of the service dog. This training will be arranged by the user. And training additional training must be approved by the ATC training team. If the trainer, or training program is not approved by our company, the client agrees to find a more suitable arrangement for the continued training of the dog in the second year.

At the end of the second year of training, the client will provide proof that their service dog has passed both CGCA, and CGCU certification. If the service dog is being trained for stability/mobility, the service dog will also be required to pass PennHip, or O.F.A. certification with an orthopedic veterinarian. These requirements are mandatory for the client to obtain permanent ownership of their service dog.

If at any time in the service dog's lifetime, if you are no longer able to properly care for your service dog, you will contact ATC immediately to plan for the dog's return. In the event of the death or injury

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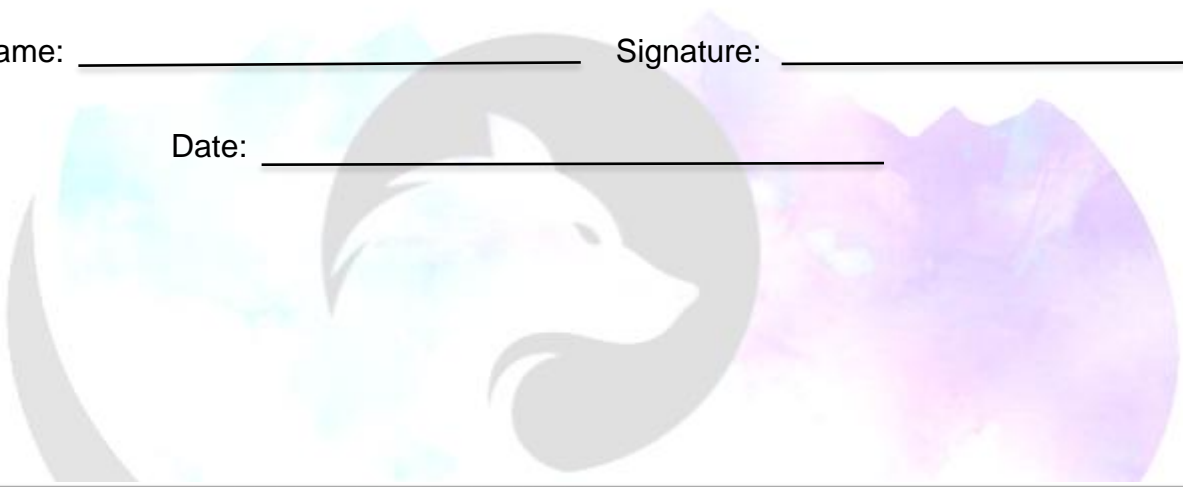
to the owner, that resulted in their inability to care for the dog; the family has first right of refusal and may maintain permanent possession of the dog.

The client will attach an official letter from their Doctor outlining why the client needs a service dog, and how said dog would benefit their life and function. This contract must be signed and notarized and mailed to ATC Siberian Service Dog's.

### Acknowledgement

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_



*Notary Public*

State of \_\_\_\_\_

County of \_\_\_\_\_

This instrument was signed or acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_

{ Seal/Stamp }

\_\_\_\_\_  
Notary Signature

**Above The Clouds Siberian Service Dogs, L.L.C.**

