

Alert Service Dogs (ASD) for Kids Academy

Enrollment Agreement

This Academy Enrollment Agreement (the "Agreement") for membership in the ASD for Kids Academy is made and entered into as of _____, by and between Foothills Kiwanis Club of Boulder, a Colorado nonprofit corporation ("Club") and the Family of the recipient and beneficiary _____, a minor ("Family").

A member of the Family must become a Kiwanis member in good standing and maintain that membership throughout the training course. Either Honorary or Regular membership status is acceptable.

The Club will purchase a puppy from our approved breeder at a cost of \$800 and assign it to the care of the Family for the duration of the training. During this period, ownership of the dog resides with the Club. The Club suggests that Families, who are able, make a contribution to the Club at the conclusion of training to offset the cost of the dog. This contribution will allow us to serve future families in need. Full ownership of the dog will be transferred to the Family at the completion of the training process. If the project is active, and has viable recipient candidates, the family pledges to contribute \$_____ to the ASD for Kids project following the completion of the training process. This pledge is for our planning purposes only and is not legally binding.

The Club's Project staff will visit the Family's home and yard to check for possible dog safety issues and to provide the Family with tips regarding "dog proofing" the home.

The Family agrees to "crate train" the dog using methods prescribed by the Club. The dog must be taught to relieve itself on command, when on a leash.

If a fenced exercise area is not available for the dog, the Family agrees to provide necessary exercise by walking/running the dog or by playing with it on a long leash.

The Family agrees that the dog shall always be on-leash when out of a fenced area or out of the Family's home.

The Family agrees to never leave the dog alone in a car for any length of time.

The Family agrees to never tie up the dog unless there is continuous adult monitoring of the dog.

The Family's life and work style must be such that the dog will not be left alone for more than 4 hours at any one time, or more than 12 hours per week, except in emergencies. Furthermore, life style must be such that after the dog is about 4 months old, it can accompany a Family member to work, errands, meetings, etc.

The Family will conform to a rigid schedule of veterinary services, including physical exams, vaccinations, and neutering procedures. These routine services shall be provided, at no cost, by South Boulder Animal Hospital, or other veterinary clinics approved by the Club. Other veterinary costs will be borne by the Family. However, subject to approval by the Club's insurance administrator, partial re-imbursement of other costs may be provided by the Club per the provisions of our current "Dog Health Insurance" Policy.

The Family agrees to follow the veterinarian's feeding schedule and maintain the dog's weight within limits set by the veterinarian. The dog shall never be fed human food or table scraps.

For the dog's safety, it shall always be in a kennel or on the floor of the car when traveling.

The dog must be fed a branded dog food, which is approved by the Club. Pending available funds and/or a sponsor who contributes their product to the project, the Club will provide food for the dog. If the project is notified two weeks in advance of a scheduled class, the club will have the food available at that class. If proper notification is not received and/or the Club's funds become inadequate the family will then become responsible for purchasing an approved brand of dog food.

The Club will provide training vests for the dog, which will display patches recognizing sponsors of the Club's ASD project. This vest shall be worn by the dog at all times when the dog is outside the Family's home or their enclosed yard. Other training supplies, such as leashes, kennels, toys, etc. will be the responsibility of the Family. However, since the dog is owned by the Club during the training period, such expenses may be considered as donations to a 501c3 charitable organization, and be tax deductible. You should consult your tax advisor about specific donations.

The Family agrees to faithfully attend regularly scheduled training classes conducted by the Club's Project staff, (usually twice monthly.) An 80% attendance record will be required for the dog to be considered to have completed the training course. At these training classes, the Family will learn the necessary obedience commands and training techniques unique to the project. The location of the training classes will be in the Boulder metropolitan area.

The Family will be responsible for "socializing" the dog to prepare it for public access. This involves taking the dog with them almost anywhere they go (grocery stores, doctor's offices, sporting events, meetings, etc.). During the training phase, the child can handle the dog, in public, only when accompanied by an adult. Per the "Americans with Disabilities Act of 1990", properly identified service dogs, and service dogs in training, are permitted in any public establishment.

The Family agrees to conditions specified by the Club to ensure proper bonding between the dog and the beneficiary child. The goal is that the dog must come to be dependent upon the child to meet all of its needs. Specified conditions include:

- The dog must sleep in the child's bedroom.
- The dog must be fed by the child and must learn, at an early age, to wait until the child gives the command to eat.
- The child must accompany the dog to relieve itself whenever practical. "Doggie Doors", which allow the dog to come and go at their leisure are not permitted.
- The child should introduce new commands to the dog. and practice them with the dog.

The Family will be responsible for daily, at-home, training of the dog to perfect skills learned at the training classes. The training will emphasize positive reward techniques, and no physical force will be permitted.

Evidence of abuse or neglect of the dog or evidence of inadequate training are grounds for terminating this Agreement.

The dog shall not be placed in a boarding kennel, except for short-term emergencies. The Family is encouraged to take the dog along for any domestic travel, as it is part of their socialization experiences. If that is not possible, another Academy member or Project staff will take over dog-sitting duties.

The Family agrees to submit a formal written report on the dog's progress and status each month. These reports are due at the first training meeting of each month

The Family understands that the Club will provide instruction and training guidelines to the Family, but that the actual training of the dog is the responsibility of the Family.

Any and all Family members are permitted and encouraged to attend all training classes.

The Family agrees that, with one week notice, a member of the Project staff or designee may take the dog to their home for a period of up to 5 days for evaluation. The dog would be taken at the conclusion of a regular training class, and it would be the responsibility of the Family to retrieve the dog at the end of the evaluation period.

Nominally, the training course continues until the dog is two years old, at which time a graduation certificate and a public access-certificate will be issued, and ownership of the dog will be transferred to the Family. If the Academy deems that either the dog, or child, is insufficiently trained, or not mature enough to meet our requirements, the training period will be extended as necessary. Conversely, after the dog is greater than 1 ½ years old, the family may petition the Academy for an earlier graduation date. The Academy will then conduct formal testing and evaluation to determine if our training and maturity requirements have been satisfied, and proceed with the graduation process, if so.

If a Family member remains a member of the Club following graduation, they will be permitted to continue advanced training by attending on-going dog training classes and/or be coached in advanced techniques.

Should the dog prove unacceptable for service due to physical problems or temperament problems or if Project staff or designee deems the training progress to be inadequate, the participant Family will be so notified. At the discretion of Project staff, the dog must be returned to the Club. Subsequently, and again at the discretion of the Project Staff, the dog may be purchased by the family if they agree to never put the dog into service or to identify that the dog was trained by the club.

Except as expressly set forth in this Agreement, the Club does not make or provide any express or implied warranties, conditions, or representations to Family or any other person with respect to the dog's ability to perform as a service dog under the Agreement, whether oral or written, express, implied or statutory. Without limiting the foregoing, and except as expressly provided in this Agreement, any implied warranty of fitness for a particular purpose are expressly excluded and disclaimed. The Club provides no warranty on the ability of the dog to perform as outlined in the Agreement.

Family hereby releases, acquits, and forever discharges the Club from all potential actions, demands, claims, damages, losses, costs, and expenses of any kind or nature, on account of, resulting from, or arising out of the ASD for Kids Academy program and the training of the dog. The Family, as the caretaker of the dog, is responsible for all items noted in the Agreement, and also any potential liability to any third party, or the Family itself, as a result of any actions done by the dog, whether seen or unforeseen as a result of the training program. Family is strongly encouraged to contact their insurance carrier to ensure the availability of liability insurance as the owner of the dog. The Club is only responsible for those specific items as noted in the Agreement and nothing more.

If, for any reason, the training program is terminated prior to graduation, the Family shall return equipment provided by the Club, including training vest, and shall in no way identify the dog as having been trained by the Club.

I have read and understood the conditions of this Agreement and agree to meet these requirements to the best of my ability.

Family Member

Date

Club Official

Date