

SERVICE DOG PURCHASE AGREEMENT

This Service Dog Purchase Agreement (hereinafter the “Agreement”) is entered into this 2 day of January 2020 by and between Dogworks, LLC, a New York limited liability company, with offices at 6645 Cherry Street, Victor, New York 14564 (hereinafter “Dogworks”) and client, an individual with a mailing address of TBD (hereinafter the “Purchaser”).

WHEREAS, Dogworks is a professional trainer and breeder of Labrador Retrievers for the express purpose of training said Labrador Retrievers as service dogs to alert to a range of blood level conditions for a diabetic handler (hereinafter referred to as “Service Dog”)

WHEREAS, Purchaser has been diagnosed with a diabetic condition by a licensed medical professional, which condition Purchaser believes would be benefited by a Service Dog; and it is understood and agreed to by the parties that client name will be the handler responsible for the Service Dog upon Delivery (as the same is further defined herein);

WHEREAS, Purchaser desires Dogworks to obtain, train and deliver to Purchaser a Service Dog for the purposes of alerting to a range of blood sugar conditions for a diabetic handler; and

WHEREAS, Dogworks desires to obtain, train and deliver a Service Dog to Purchaser as outlined above.

NOW, THEREFORE, in consideration of the covenants, agreements representations and warranties herein set forth, the parties hereto mutually covenant and agree as follows:

A. Service Dog:

1. Dogworks’ obligation to obtain the Service Dog

- a. Dogworks shall have the option, in its sole and absolute discretion, to....
breed or to otherwise obtain, a Labrador Retriever suitable for the purposes contemplated herein.

- b. If the dog is purchased, said purchase must be completed, and the Labrador Retriever in the care of Dogworks, prior to reaching nine (9) weeks of age.
- c. Prior to commencement of training, Dogworks will obtain a medical certificate from an independent veterinarian, competent to perform said certification.

2. Training of the Service Dog

- a. Dogworks will train the Service Dog to alert to a range of blood sugar conditions for a diabetic handler.
- b. All training shall be conducted by professional trainers and staff affiliated with Dogworks, who, in Dogworks' sole and absolute discretion, are competent to conduct said training.
- c. The training will be performed pursuant to the standards and procedures as set forth by IACP, as the same may be, from time to time, amended and published.

3. Delivery of the Service Dog

- a. The Parties acknowledge that there are many factors that will impact the amounts of time necessary to complete the training; however, Dogworks will guarantee delivery of the Service Dog on or before TBD.
- b. Dogworks will notify Purchaser when the Service Dog is ready for delivery, at which time the Purchaser and Dogworks will mutually agree to a delivery date. If the purchaser fails to take delivery, through no fault of Dogworks, within thirty (30) days of said notice, Purchaser shall be obligated to pay \$75.00 per day to cover the costs of continuation of training and boarding the Service Dog.
- c. Purchaser hereby acknowledges, accepts and agrees to be bound by the delivery procedures as outlined on the DAD Delivery Checklist, attached hereto and made part hereof.

B. Fee Structure

- 1. In consideration for the delivery of the Service Dog, the Purchaser agrees to pay Dogworks the sum of Twenty thousand (\$20,000.00USD) plus the prevailing New York State Sales Tax in Ontario County (currently at 7.5%) for a total of Twenty one thousand five hundred. (\$21,500.00USD). The Purchaser must make the following payments toward the total amount due on or before the dates indicated, without further notice by Dogworks:

a. A non-refundable down payment of Five Thousand Four Hundred Dollars (\$5400.00 USD) (comprised of a payment of \$5,000.00 plus 7.5% sales tax of \$400.00) at the execution of this Agreement. **Except as specifically provided for herein, this down payment is not refundable after the Service Dog has been identified and obtained by Dogworks;** and

b. The remaining balance shall be paid by monthly payments of \$TBD (comprised of a payment of \$TBD plus 7.5% sales tax of \$TBD) on the 1st of every month for the next 24 months. Notwithstanding the foregoing, Purchaser must pay the entire balance due, plus the applicable sales tax, prior to delivery.

c. Purchaser acknowledges and agrees that Dogworks will collect the prevailing NYS Sales Tax on all payments, unless the Purchaser can provide the necessary documentation to show that the transaction is exempt from such tax.

d. Purchaser acknowledges and agrees to pay for all food, medications, health care including, but not limited to inoculation, spay or neuter, heart worm preventative. To be billed at time of service.

2. A late fee of \$100.00 will be assessed on the 5th of the month if payment is not received

3. Any payment not made within thirty (30) days of its due date shall be deemed a material breach of this Agreement by Purchaser, and Dogworks shall have the option, in its sole and absolute discretion, to:

a. Demand payment in full within fifteen (15) days and continue this Agreement;

or

b. Demand payment in full within fifteen (15) days and cancel this Agreement.

In the event Dogworks elects to cancel this Agreement, Purchaser shall forfeit any and all rights to the delivery of the Service Dog. Further, Purchaser shall be entitled to a return of the funds paid to Dogworks, less the non-refundable deposit, upon the sale and delivery of the Service Dog to another Purchaser.

C. DOGWORKS' REPRESENTATIONS AND WARRANTIES: Dogworks represents and warrants the following to the Purchaser:

1. Prior to delivery, the Service Dog will have passed The American Kennel Club Canine Good Citizenship Test.

2. Prior to delivery, the Service Dog will have successfully completed the training as outlined in Section A 2 above.

3. Dogworks will provide all medical records and a valid health certificate to Purchaser at time of delivery.

4. Dogworks will provide a Bill of Sale for Service Dog to Purchaser at time of delivery.

D. PURCHASER'S ACKNOWLEDGEMENTS, REPRESENTATIONS AND

WARRANTIES: The Purchaser acknowledges, represents and warrants the following to Dogworks:

1. The Service Dog is not a medical device and is not a replacement for any such device. Further, service dogs are an imperfect detection device as they are living animals subject to the stresses and stimuli of their environment and care. Thus, a service dog is only to be used as a supplemental measure to aid in the detection of blood sugar conditions. As such, the Purchaser hereby releases Dogworks, and any person engaged in the Service Dog's training, from any and all liability resulting from the Service Dog's failure to detect and/or alert to a change in blood sugar conditions in any person, including the diabetic handler identified herein.

2. The Service Dog will have had training at delivery, but it is understood that continuous training is required to develop and maintain the proficiency of the Service Dog's ability to alert to changes in blood sugar conditions. Purchaser shall be obligated to continue the Service Dog's training with Dogworks as follows:

a. Within the first three (3) months Purchaser shall schedule and coordinate one (1) follow up visit with Dogworks. The fee for said training shall be \$150.00; and

b. Within nine (9) months the purchaser shall schedule and coordinate a minimum of one (1) additional follow up visit with Dogworks. The fee for said training shall be \$150.00 per session.

Purchaser's failure to complete the follow-up training, as outlined herein, in a timely manner will likely result in an impairment of the Service Dog's ability to detect a change in blood sugar conditions.

3. In the event, at any future time, the Purchaser cannot keep the Service Dog, the Purchaser must first contact Dogworks. Dogworks shall have an unconditional first right of refusal to purchase the Service Dog from Purchaser. This right of first refusal shall survive indefinitely, and shall be a restriction on each and every subsequent owner of the Service Dog.

E. CARE OF SERVICE DOG: The Purchaser shall:

1. Maintain the Service Dog in good health, provide routine preventative health care including, but not limited to, inoculation, internal and external parasites, and, where indicated, heartworm preventative/flea & tick medication.
2. Agree to maintain, at a minimum, illness and accident pet insurance on the dog until the age of four calendar years.
3. The Service Dog is not being sold as a breeding animal and the Purchaser therefore agrees not to use this animal for breeding.
4. Provide regular daily walks and suitable exercise in order to maintain the Service Dog in correct healthy weight and physical condition.
5. Not subject the Service dog to neglect and/or abuse in any manner. Should the Dogworks witness or obtain any evidence of neglect and/or abuse, then Dogworks shall have the right to repossess the Service Dog at no expense to Dogworks.

F. INDEMNIFICATION: Purchaser agrees to indemnify, defend, and hold harmless Dogworks, its officers, directors, owners, employees and agents, from and against any and all actions, suits, losses, liabilities, claims, expenses, damages, and costs of every kind and description, including reasonable legal fees, (collectively, "Losses") arising out of Purchaser's use and care of the Service Dog, the Purchaser's breach of this Agreement, Purchaser's violation of the law, or purchaser's infringement of the rights of any third party. This obligation survives the termination or expiration of this Agreement indefinitely.

G. BREACH AND REMEDY: The following remedies shall be available upon the breach of this Agreement:

1. If Purchaser breaches any of the terms of this Agreement, Dogworks shall have the option, in its sole and absolute discretion, to:
 - a Demand the breach be corrected to the satisfaction of Dogworks, in its sole and absolute discretion, within fifteen (15) days and continue this Agreement; or
 - b. Demand payment in full of any balance due remaining unpaid within fifteen (15) days and cancel this Agreement. In the event Dogworks elects to cancel this Agreement, Purchaser shall forfeit any and all rights to the delivery of the Service Dog. Further, Purchaser shall be entitled to a return of the funds paid to Dogworks, less the non-refundable deposit, and any other additional costs/losses incurred by Dogworks, including, but not limited to: continued training, boarding, marketing, reduction in sales

price paid by new purchaser and legal costs, upon the sale and delivery of the Service Dog to another purchaser

2 If Dogworks breaches any of the terms contained in Section C of this Agreement, Purchaser shall be obligated to:

a. Demand the breach be corrected by Dogworks, to the satisfaction of the Purchaser, within fifteen (15) days of said notice and continue this Agreement.

b. If Dogworks is unable to correct the breach within the time frame allotted, the Purchaser may declare the Agreement null and void, and in such case, Purchaser is entitled to receive a refund monies paid to Dogworks (including sales tax), not including down payment, with no interest accrued.

H. NO WARRANTY: NO WARRANTY TO PURCHASER FROM DOGWORKS IS EXPRESS OR IMPLIED. DOGWORKS SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, INCLUDING, BUT NOT LIMITED TO, THE ABILITY OF THE SERVICE DOG TO DETECT AND/OR ALERT TO A DIABETIC CONDITION. FURTHER, NO WARRANTY OF ANY KIND OR NATURE IS GIVEN TO THE PURCHASER WITH REGARD TO THE HEALTH, LONGEVITY OR CHARACTER OF THE SERVICE DOG.

I. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes in its entirety any and all written or oral agreements previously existing between the Parties with respect to such subject matter.

J. NO WAIVER OR MODIFICATION UNLESS IN WRITING: No waiver or modification of this Agreement or of any covenant, condition, representation, limitation or other provision herein shall be valid unless in writing and duly executed by both Dogworks and the Purchaser. No evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the Parties arising out of or affecting this agreement, or the rights or obligations of any Party hereunder, unless such waiver or modification is in writing, duly executed as aforesaid. The provisions of this paragraph may not be waived except as herein set forth. Furthermore, no waiver by either party of any breach of or compliance with any condition or provision of this Agreement by the other party will be considered a waiver of any other condition or provision of the same condition or provision at another time.

K. COUNTERPARTS: This Agreement may be executed by the Parties in separate counterparts, each of which when executed and delivered shall be an original, but all of which

together shall constitute one and the same instrument. Executed copies sent and received by facsimile and e-mail shall have the same effect as an original signature.

L. VENUE: This Agreement and the interpretation of the terms herein shall be governed by and construed in accordance with the laws of the State of New York without regard to the principles of conflict of laws. Purchaser irrevocably submits to the exclusive jurisdiction of the federal and state courts located in Ontario County, New York. Except for a misuse or infringement of Dogworks' intellectual property, any and all disputes, controversies and claims arising out of or relating to this Agreement, the Service Dog, or concerning the respective rights or obligations of the parties hereto shall be settled and determined by arbitration before a panel of one (1) arbitrator pursuant to the Commercial Rules then in effect of the American Arbitration Association. Judgment upon the award rendered may be entered in any court having jurisdiction or application may be made to such court for a judicial acceptance of the award and an order of enforcement. The parties agree that the arbitrators shall have the power to award damages, injunctive relief and reasonable attorneys' fees and expenses to any party in such arbitration.

M. SEVERABILITY: If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

IN WITNESS WHEREOF, each of the parties has executed this Agreement as of the day and year set forth below.

Dogworks, LLC

Purchaser _____

Date _____

By: Jody Weston-Filonovich,

Date

Managing Member