

Circle Tail, Inc.
www.circletail.org / admin@circletail.org
Facility Dog Adoption Agreement

This Agreement made as of the date indicated below between Circle Tail, Inc., 8834 Carey Lane, Pleasant Plain OH 45162 (“CTI”), the Facility known as Southgate Public School whose address is 6 William F. Blatt Avenue, Southgate KY 41071 (“Facility”), Southgate Independent School District (“District”), and the Host whose name is Lois Ellison and whose address is 4681 Catalpa Ct, Burlington KY 41005 (“Host”).

WHEREAS, CTI desires to provide Facility with a dog that will routinely provide therapeutic activities at its location or elsewhere;

WHEREAS, Facility desires to adopt a dog to provide therapeutic activities at its location or elsewhere and has designated Host to care for the dog according to the terms and conditions of this Agreement;

WHEREAS, Host desires to house and care for the dog during its working life at Facility.

NOW THEREFORE, in consideration of the mutual promises set forth herein and other valuable consideration, the parties hereby agree to the following terms and conditions:

Rights and Obligations of CTI

1. CTI is providing Facility with a dog, whose breed is Labradoodle and whose name is Jorah (“Dog”), for which Facility is paying CTI’s adoption fee in effect at the time of the adoption, currently \$2,500 plus supplies. CTI acknowledges that a \$500 deposit has already been received, and therefore the actual amount due and payable upon execution of this Agreement is \$2,000 plus supplies.

2. CTI represents that Dog has been examined by a veterinarian, has been spayed or neutered, has been microchipped, and has received routine vaccines and worming medication. CTI does not, however, guarantee the future health of Dog.

3. Unless Host has previously been trained, CTI will provide training to Host initially and at any time as Host and Facility may request (for Host or other handlers) during Dog’s working life at Facility.

4. CTI reserves the right, at its sole and absolute discretion, to reclaim ownership of Dog if any of the terms or conditions of this Agreement are not met.

Rights and Obligations of Facility

5. Facility has designated an employee or other individual to serve as Host, who has been or will be trained by CTI, to care for Dog and with whom Dog will live. Facility will also

designate one or more employees or other individuals who will be trained by CTI to serve as Handlers for Dog when Dog is on site at Facility or at another location representing Facility. Facility will ensure that the Dog is with a trained Handler or the Host at all times. For the avoidance of doubt, Handlers must be trained by Circle Tail, and if new Handlers are assigned, they must train with or have been trained by Circle Tail prior to acting as Handlers.

6. Facility understands that it is responsible for assuring that Host follows the Host Rights and Obligations described below, and if such guidelines are not being followed, Facility agrees to identify a new Host. Further, Facility is responsible for ensuring that Handlers comply with the terms and conditions of this Agreement including the Guidelines attached hereto. Facility is also responsible for:

- a. Care of the Dog and the supplies necessary for the Dog at school during school hours. This does not include all supplies that are provided by the Host for Dog's care at Host's home.
- b. Ensuring that the Dog, through the Host, is receiving all necessary medical care.
- c. Ensuring that the Dog is being fed a healthy diet, committing to ensuring that the Handlers and others at the Facility are adhering to the Host's program regarding feeding and food during the school day, and ensuring that the Dog, at the Facility or when representing the Facility, is not provided with foods he or she cannot eat or has been instructed by the Host not to be fed.
- d. Dog will be kept on a leash at the Facility and outside on the school premises or when representing the Facility.
- e. Facility, through Host and/or Handlers, will maintain Dog's obedience and manners at a working level, including successfully completing the AKC Canine Good Citizen test twice within the first 3 years of partnership.
- f. Facility, through Host or otherwise, will notify CTI if any behavior/training problems arise with Dog so that CTI may address such problems and attempt to correct the behavior. Facility understands that CTI welcomes any questions about the care of Dog, training or any behavioral issues that arise during the lifetime of Dog.
- g. Facility, through Host or otherwise, will notify CTI immediately if Dog shows or is involved in any of the following behaviors:
 - i. Aggression towards a dog or person
 - ii. Fear
 - iii. Uncontrollable behavior
 - iv. Involved with an incident. This includes but is not limited to: injury to a person or an animal; high potential that an injury could have occurred either to a person or an animal, even though no one was hurt at the time; or damage to property.

7. If Facility is a school, it agrees to the terms of the “Guidelines for Facility Dogs in Schools,” which are attached hereto and incorporated herein by reference and which shall further govern care of Dog by Facility and its designated Host and Handlers. Facility will provide all handlers with a copy of the attached Guidelines.

8. Facility shall immediately obtain and maintain adequate liability insurance, through a rider to its existing insurance or otherwise, with coverage for Dog’s activities at Facility and off site at a Facility activity. Facility will also assure that Host has adequate liability insurance with regard to Dog’s activities in Host’s home and while in Host’s care. Facility will provide CTI with a copy of the applicable portions of its insurance policy or rider, along with a copy of the policy coverage page for Facility, within seven calendar days of executing this Agreement and will assure that Host does likewise with regard to Host’s insurance policy.

9. Facility, through Host or otherwise, will provide CTI with monthly progress reports during the first 6 months of Dog’s placement and then yearly thereafter for the entire working life of Dog. With the annual reports, Facility shall include a copy of the most recent veterinary report confirming that Dog has received all required vaccinations and is in good health.

10. Facility will keep CTI advised of any changes in Facility’s and Host’s contact information. Current contact information for the Facility is lois.ellison@southgate.kyschools.us; 859-441-0743. Current contact information for the Host is: lois.ellison@southgate.kyschools.us; 859-538-5343.

11. Facility acknowledges that a facility dog is allowed to go into the same locations where a pet would be welcome or has been invited but that the dog cannot be taken to public places where pets are not allowed.

12. Facility acknowledges that Dog is being adopted by Facility/District, with care assigned to its designated Host. If Host is no longer associated with Facility or, if still associated with Facility but can no longer care for Dog, Dog will remain with another trained handler at the original location of placement until it can be entrusted to the care of a newly appointed Host who is or will be trained by CTI. If Facility is unable or unwilling to designate a new host, Dog will be returned to CTI. If a new host is appointed, then all parties shall immediately sign an updated copy of this Agreement.

13. Dog will not be sold, traded or disposed of, and Dog will not be used for any experimental or commercial purposes.

14. Facility and its designated Host will permit a representative(s) from CTI to visit Dog with prior notice. If CTI is not satisfied with Dog’s living conditions or appearance, CTI may reclaim Dog without refund of the adoption fee.

15. Within one month of the original adoption date, Dog may be returned to CTI for any reason and the adoption fee will be refunded. Facility may determine to return Dog to CTI, with no refund of adoption fee, when Dog’s working life is over, unless Facility makes other arrangements for Dog’s care that are in Dog’s best interest, which may include permanent placement with the Host.

16. Facility/District agrees to assume full legal and financial responsibility for Dog, as well as any property damages or personal injury caused by Dog after the adoption.

17. Facility/District acknowledges that adoption of a dog carries with it certain inherent risks to people, animals, and property. Such risks include, but are not limited to, that the dog can bite, scratch, trip, knock down persons or objects, fight with people or other animals, and other activities involving dogs that can result in injury. Facility understands and appreciates these and other risks inherent with adoption of a dog and it knowingly assumes all such risks.

18. Except as expressly set forth herein, District acknowledges and agrees that it is fully responsible for all acts and omissions of itself, its employees, Board members, and officers and all damage that arises from the acts or omissions of any of the foregoing parties. District and the Facility hereby release CTI and all trainers, promoters, sponsors, volunteers, shareholders, directors, officers, representatives, affiliates, members, successors, agents, assigns, employees, or others connected with CTI (collectively, "Releasee") from any and all liability for, waive any right to bring suit against Releasee relating to, and covenant not to sue Releasee for, any and all claims, including claims arising from negligence, resulting in personal injury, accidents, illnesses (including death) and property loss, arising out of or connected in any way with Dog or its adoption or care of Dog.

19. Facility/District further expressly agree that the foregoing waivers and assumptions of risk are intended to be as broad and inclusive as is permitted by the laws of the State of Ohio and that if any portion of this Agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

20. Facility, through its designated representative who has authority to bind Facility and who is signing this Agreement, and District, through its designated representative who has authority to bind Facility and who is signing this Agreement, have read this Agreement, including the foregoing waivers and assumptions of risk, and fully understands their terms. Facility/District understand that each is giving up substantial rights including the right to sue. Facility/District are signing this agreement freely and voluntarily.

Rights and Obligations of Host

21. Host agrees to abide by all of the caretaker duties including:

- a. Dog will reside inside Host's home and not outdoors.
- b. Host will be responsible for all care and supplies required by Dog, except those provided by the Facility for Dog's use during the school day at the Facility.
- c. Host will keep Dog in accordance with local regulations and either Facility or Host, as such entities may agree, will have Dog licensed within 30 days of this agreement and yearly thereafter.

- d. Host will provide for all routine and emergency medical care necessary for the optimum health of Dog which includes but is not limited to: yearly vaccines, monthly heartworm pills and flea/tick preventative, as evidenced by veterinary reports mailed to CTI when requested.
- e. Host is responsible for feeding Dog a healthy, nutritious diet based mainly on a combination of a reputable, good quality dog food, dog biscuits and dog snacks, and clean, fresh water. Host agrees to provide instructions to the Handlers and Facility regarding expectations for Dog's food regimen during the school day.
- f. Host will maintain Dog's optimum weight (as determined by CTI) through proper diet and ample on/off leash exercise. Facility acknowledges that Dog's weight at placement is _____ lbs.
- g. Host will keep Dog clean and well groomed.
- h. Dog will be kept on leash outdoors unless he/she is in a safe, enclosed area.

22. Host will notify both CTI and Facility immediately if Dog shows or is involved in any of the following behaviors:

- a. Aggression towards a dog or person
- b. Fear
- c. Uncontrollable behavior
- d. Involved with an incident. This includes but is not limited to: injury to a person or an animal; high potential that an injury could have occurred either to a person or an animal, even though no one was hurt at the time; or damage to property.

23. Host specifically acknowledges that Facility is the party adopting Dog and that Host's role is limited to that of caretaker and one of the Dog's handlers. If Host should cease to be associated with Facility, or can no longer perform its duties at Facility (for any reason including employment changes), Host acknowledges that Dog will remain at Facility in the care of a successor host or handler, or be returned to CTI.

24. Host shall maintain adequate liability insurance with regard to Dog's activities in Host's home and while in Host's care. Host shall provide CTI and Facility with a copy of the applicable portions of its insurance policy and a copy of the coverage page within seven calendar days of executing this Agreement.

25. Host acknowledges that care of a dog carries with it certain inherent risks to people, animals, and property. Such risks include, but are not limited to, that the dog can bite, scratch, trip, knock down persons or objects, fight with people or other animals, and other activities involving dogs that can result in injury. Host understands and appreciates these and other risks inherent with care of a dog and it knowingly assumes all such risks.

26. Host hereby releases District, its Board of Education, and its employees, CTI, and all trainers, promoters, sponsors, volunteers, shareholders, directors, officers, representatives, affiliates, members, successors, agents, assigns, employees, or others connected with CTI (collectively, "Host Releasees") from any and all liability for, waive any right to bring suit against Host Releasees relating to, and covenant not to sue Host Releasees for, any and all claims, including claims arising from negligence, resulting in personal injury, accidents, illnesses (including death) and property loss, arising out of or connected in any way with Dog or its care of Dog except with respect to the Facility and District, to the extent arising from Facility Related Party's (including other Handlers') acts or omissions in connection with performance of this Agreement.

27. Host also agrees, for itself, its successors, agents, legal representatives, and assigns, to indemnify and hold Host Releasees harmless, to the limits of its insurance coverage as required herein, from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, brought as a result of or relating its care of Dog not at the Facility.

28. Host further expressly agrees that the foregoing waivers, indemnity, and assumptions of risk are intended to be as broad and inclusive as is permitted by the laws of the State of Ohio and that if any portion of this Agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

29. Host has read this Agreement, including the foregoing waivers, indemnity and assumptions of risk, and fully understands their terms. Host understands that it is giving up substantial rights, including the right to sue. Host is signing this Agreement freely and voluntarily.

General Terms

30. This Agreement shall be governed by the laws of the State of Ohio.

31. Time is of the essence with regard to fulfilling the terms of this Agreement.

32. This Agreement is binding on the parties, their successors, agents, legal representatives, heirs and assigns.

33. This Agreement contains all the terms and conditions agreed upon by the parties. Any modifications or waivers of this Agreement shall only be valid if reduced to writing, signed by all of the parties and attached to the original of this Agreement. No other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto.

34. This Agreement shall remain in effect for so long as Dog is in Facility's care except, however, that all releases, liability provisions and indemnification provisions shall continue in full force and effect until the applicable statute of limitations runs on any and all claims arising out of this Agreement or relating to Dog or its adoption or care by Facility and/or Host.

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Facility Dog Adoption Agreement

Signed by the parties on _____, 20____

CIRCLE TAIL, INC.

Southgate Public School / Southgate Independent School District

By 

By _____

Printed name Brad Phillips

Printed name _____

Its Executive Director
(Title)

Its _____
(Title)

By _____

Printed name _____

Its _____
(Title)

HOST

By _____

Printed name: Lois Ellison

Guidelines for Facility Dogs in Schools

The goal of a facility dog placed in a school is for the dog to be utilized throughout the school for various therapeutic activities. The dog should always maintain good manners and respond to commands given by the handler working the dog. The dog can only be left in the care of a person who has gone through CTI's team training class. This is to make sure that the dog receives consistent training and that handlers have the training to keep the dog under control in a school environment. In order for the dog to work effectively in the school, the following rules shall apply to the dog's handlers (which shall include the dog's host):

- ___ 1. Handler will not allow other people to feed the dog unless instructed by Handler.
- ___ 2. Handler will never leave the dog unattended especially in the presence of a child.
- ___ 3. Handler will keep the dog on leash at all times inside and outside of the school unless he/she is contained in a secure and safe area.
- ___ 4. Handler will remove the dog immediately from any situation where the dog is displaying signs of stress, fear, or is being disruptive. Handler will notify CTI immediately if Handler feels that the dog is uncomfortable doing his or her job.
- ___ 5. Handler will remove the dog immediately from any situation where harm may come to the dog.
- ___ 6. Handler will make sure the dog receives regular down time throughout the day. This should be a period where the dog can sleep or rest.
- ___ 7. Handler will make sure the dog has access to water throughout the day and also receives a regular potty break.
- ___ 8. Handler will always clean up after the dog.
- ___ 9. Handler will always give the dog permission before he or she greets someone and will make sure the dog does not jump up or become overly excited.
- ___ 10. Handler will not allow a child to walk the dog without having a second leash attached to the dog and that is held by Handler.

Revised 8/11/20