



4210 77th Street East
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APPLICANT AGREEMENT

This Agreement is made and entered this _____ day of _____, 20__ by and between Southeastern Guide Dogs, Inc., a Florida corporation (hereinafter referred to as "SOUTHEASTERN"), and the undersigned, _____ (hereinafter referred to as "RECIPIENT"), whose address is _____

First Name Last Name

Address

City

State

Zip Code

WHEREAS, for and in consideration of SOUTHEASTERN having furnished RECIPIENT, without cost, the training for use of and does hereby furnish RECIPIENT a guide dog, whose name is,

Dog

Breed

Tattoo

and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged;

NOW THEREFORE, SOUTHEASTERN and RECIPIENT agree to the following terms and conditions:

1. RECIPIENT has been adequately trained in the use and handling of a trained guide dog, including room and board for RECIPIENT during the period of training, and the offer of assistance set forth in the brochure entitled "Paws for Independence" furnished to RECIPIENT upon execution of this agreement.

2. Subject to the provisions hereof, the ownership of the above-referenced guide dog is hereby transferred to RECIPIENT.

3. SOUTHEASTERN agrees to assist RECIPIENT in the location of a suitable home for the guide dog upon its retirement if the RECIPIENT is unable to do so.

4. It is understood that the harness furnished with the guide dog shall at all times remain the property of SOUTHEASTERN. In the event it is not, in SOUTHEASTERN'S sole opinion, being put to proper use, SOUTHEASTERN reserves the right to require its immediate return. Also at the time of retirement of the above-referenced guide dog or should in SOUTHEASTERN's sole opinion the guide dog is no longer suitable for use as a guide dog, the harness shall be returned to SOUTHEASTERN.

5. RECIPIENT recognizes that the guide dog is a valuable asset for Independent Mobility, therefore, if Recipient's eyesight is restored or RECIPIENT cannot or no longer desires to use the guide dog which is then less than five (5) years of age, SOUTHEASTERN will be given adequate time to evaluate the guide dog for possible placement with another visually impaired person, at which time the RECIPIENT will transfer ownership of the guide dog back to SOUTHEASTERN.

6. RECIPIENT hereby releases and discharges SOUTHEASTERN, its successors, assigns, employees, officers, directors and volunteers, and each of them, from any and all liability for claims and demands arising from any and all damages resulting from any injuries, personal or otherwise, and from all manner, causes of actions, suits, debts, demands, claims of any kind or character and description whatsoever, which RECIPIENT, his/her heirs, personal representatives or assigns might have had, might now have or might in the future have or claim to have against SOUTHEASTERN, arising from the use of said guide dog or instructions furnished by SOUTHEASTERN, including, but not limited to, any damages or injuries which said guide dog may cause to happen, or events which may occur as a result of any and all acts of said guide dog. RECIPIENT further agrees to indemnify and hold harmless SOUTHEASTERN from any and all claims of any kind raised or held by others arising out of actions of RECIPIENT or said guide dog.

RECIPIENT understands that the temperament and/or work habits of a dog may change from time to time, that such changes are not foreseeable and that changes may be affected in part by or come about as a result of RECIPIENT’S treatment of said dog.

7. RECIPIENT shall make proper use of the guide dog and at all times give the guide dog adequate and humane care in accordance with the training and instruction given by SOUTHEASTERN and RECIPIENT shall be permitted to have the use of the guide dog (together with any issued equipment) after the completion of the training course so long as, in the judgment of SOUTHEASTERN, RECIPIENT is able to make proper use of it and give it adequate and humane care, as RECIPIENT has been instructed, and at no time mistreat or abuse the dog in any way.

RECIPIENT states that this agreement has been read and explained to RECIPIENT in full, and RECIPIENT is in full agreement with same.

Dated this _____ day of _____

Witnesses:

Recipient/Applicant/Student

Print Name: _____

RECIPIENT/APPLICANT/STUDENT

By: _____

Guardian

Print Name: _____

Southeastern Guide Dogs, Inc.

By: _____

Title: _____

(NOTARY FOR RECIPIENT/APPLICANT/STUDENT)

STATE OF _____ COUNTY OF _____

The foregoing instrument was subscribed and sworn to before me this ____ day of _____, by 20____, by _____ who is personally known to me, who produced _____ as identification, and who acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

My Commission Expires:

Signature

Print Name

NOTARY PUBLIC - STATE OF FLORIDA

Commission No. _____

(NOTARY FOR GUARDIAN)

STATE OF _____ COUNTY OF _____

The foregoing instrument was subscribed and sworn to before me this ____ day of _____, by 20____, by _____ who is personally known to me, who produced _____ as identification, and who acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

My Commission Expires:

Signature

Print Name

NOTARY PUBLIC - STATE OF FLORIDA

Commission No. _____