



**PRINCESS FOR PAWS, INC.**  
**“LENDING A HELPING PAW FOR SERVICE DOGS”**

GRANT AGREEMENT

WHEREAS, Princess for Paws, Inc. (“P4P”) is a non-profit corporation organized and existing pursuant to the laws of the State of North Carolina and having tax exempt status pursuant to 501(c)(3) of the Internal Revenue Code;

WHEREAS, P4P supports the needs of our veterans and civilian families who are in need of a service dog in Onslow County, North Carolina and surrounding areas;

WHEREAS, \_\_\_\_\_ (“Client”), a citizen and resident of \_\_\_\_\_, has requested the assistance and support of P4P in the care, maintenance and training of a service animal, which request for assistance has been accepted by P4P as set forth hereinbelow and subject to the terms and conditions of this Grant Agreement (“Agreement”) by and between P4P and Client (collectively, the “Parties”).

THEREFORE, in consideration of such good and valuable consideration as set forth herein, the Parties agree to bind themselves to the following terms and conditions:

1. P4P shall pay up to \$\_\_\_\_\_ (“Grant Moneys”) for the care, maintenance and training of \_\_\_\_\_ (dog name, breed and age) (“Service Animal”) as a service animal, which Service Animal shall be used for the sole benefit of \_\_\_\_\_. Said Grant Moneys may be distributed, in whole or in part and in the sole discretion of P4P, directly to Client or any third-party for the benefit of Client and the Service Animal and shall be paid in accordance with that schedule attached hereto as Exhibit A.

2. Client represents and warrants that:

a. Any and all representations and disclosures set forth in Client’s application were and remain truthful, accurate and complete;

b. Neither Client nor any person residing with Client and the Service Animal has ever engaged in any act of cruelty or abuse to animals or been convicted of any crime involving animals;

c. The Service Animal shall reside with Client within the State of North Carolina throughout this Agreement and shall receive training necessary to perform the duties of a service animal through \_\_\_\_\_ (“Trainer”), which trainer has been selected solely by Client;



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- d. Any and all funds provided by P4P pursuant to this Agreement to or for the benefit of Client and the Service Animal will be used solely for the care, maintenance and training of the Service Animal;
  - e. At all times throughout this Agreement and the training of the Service Animal contemplated under this Agreement, Client will maintain proper care and custody of the Service Animal, which care and custody shall include, without limitation, ensuring that the Service Animal receives any and all vaccinations and other care recommended by the veterinarian of Client or P4P;
  - f. It will comply with any and all reasonable obligations, requirements and conditions of the Trainer for the training of the Service Animal;
  - g. It will complete the training of the Service Animal to the satisfaction of the Trainer and P4P; and
  - h. For a period of not less than one (1) year following the training of the Service Animal, Client will not sell or transfer ownership, care or possession of the Service Animal to any third party without the prior written authorization of P4P who shall, upon such notification, have the first option to purchase the Service Animal from Client for the lesser amount of the terms of the proposed sale or transfer to a third-party or the amount of the Grant Moneys.
3. By entering into this Agreement and accepting the Grant Moneys or the benefit of the Grant Moneys referenced above, Client acknowledges and agrees that:
- a. Animals may react in unanticipated and, sometimes, violent or dangerous ways with or without warning. Client will assume, for himself or herself and for any third-parties, including minor children, full responsibility for and risk of bodily or emotional injury, death or property damage due to the actions of the Service Animal and/or the Trainer, including any incidents of negligence or intentional wrongdoing;
  - b. P4P has made no representation, characterization, determination or warranty with regard to Service Animal’s health, temperament, fitness or ability to safely interact with other animals or persons, fitness or ability to perform the service animal functions necessary or appropriate of a service animal, or fitness or ability



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to perform the service animal functions necessary or appropriate to meet the needs of Client;

- c. P4P has made no representation, characterization, determination or warranty with regard to Trainer’s fitness or ability to adequately or properly provide the training services necessary for the betterment of Client and Service Animal;
- d. There will be additional expenses associated with the care, maintenance and training of the Service Animal not covered by the Grant Moneys, which expenses shall be the sole responsibility of Client;
- e. The time necessary to adequately train a service animal may differ somewhat from animal to animal, and not all animals are able to perform the tasks needed of a service animal; and
- f. The award or receipt of Grant Moneys referenced and set forth in Paragraph 1 above is conditional and may be terminated, in the sole discretion and judgment of P4P, as described in greater detail in Paragraph 5 below.

4. Client shall, concurrent with the execution of this Agreement, execute that authorization attached hereto as Exhibit B granting permission to Trainer to discuss Client, the Service Animal and the condition and training of the Service Animal with P4P, its agents or designees and granting permission to P4P, its agents and designees, permission to observe in person or through recording the training of Service Animal. Moreover, should, Client switch or change trainers at any time, Client shall execute and immediately provide to Client an updated authorization.

5. P4P reserves the right to terminate this Agreement and to discontinue the payment of any and all moneys called for hereunder should:

- a. Client breach any term, condition, representation or warranty set forth in its application or this Agreement;
- b. Client fail to properly and adequately care for the safety and wellbeing of the Service Animal;
- c. Client or any person residing with Client engage in any act of cruelty or abuse to animals or is charged with any crime involving animals;



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- d. Client terminate, prior to the successful completion of the training of the Service Animal as certified by Trainer, any authorization provided for or granted unto P4P in connection with its Application or this Agreement;
- e. Client fail to attend, complete or participate in such training classes, exercises, sessions or tasks as required, recommended, advised or deemed necessary or appropriate by the Trainer;
- f. Trainer determine that the Service Animal is or will likely be unable to perform the tasks needed of a service animal;
- g. Trainer fail to adequately report to P4P any information requested pursuant to the Authorization attached as Exhibit B;
- h. Client revoke that Authorization provided for in Exhibit B;
- i. Trainer cease to perform training to or for the benefit of the Service Animal; or
- j. It otherwise conclude, in its sole discretion and judgment, that termination is appropriate.

6. In addition to those rights of P4P as set forth in Paragraph 5 above, should Client breach any representation, warranty, condition, or obligation required of it pursuant to this Agreement, Client shall, within fifteen (15) days of any notice or demand, pay to P4P as liquidated damages an amount equal to all Grant Moneys paid by P4P to Client or for the benefit of Client plus ten percent (10.0%). In agreeing to said liquidated damages, the Parties agree that quantifying losses arising from Client’s breach is inherently difficult insofar as Client’s breach may impact the reputation and goodwill of P4P and its ability to provide benefits to other third-parties. Hence, the Parties stipulate and agree that the remedies provided for this Provision 6 are not a penalty, but rather are a reasonable measure of damages given the nature of the losses that may result from Client’s breach.

7. In consideration of Client’s receipt, directly or indirectly, of the Grant Moneys, Client, on behalf of itself, its heirs, assignees and personal representatives, and any and all minor children or other pets or animals, voluntarily and with knowledge, hereby assumes any and all risk of accident or damages, physical or mental, to its person or its property which may be incurred from or be connected in any manner with the Service Animal, P4P, the training



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contemplated herein and the Grant Moneys. I further hereby release and forever discharge P4P, its directors, employees, agents, members, sponsors, organizers, successors, assigns promoters, and affiliates from any and all liability, claims, demands, actions, causes of action, loss, injuries, costs or expenses, including attorney’s fees, that may arise from or in connection with the Service Animal, P4P, the training contemplated herein and the Grant Moneys. Client further waives and promises not to sue upon any claims against P4P, its directors, employees, agents, members, sponsors, organizers, successors, assigns promoters, and affiliates arising directly or indirectly from or attributable in any way to any negligence, action, omission or failure to act by any such person or organization with regard to any and all activities associated with the Service Animal, P4P, the training contemplated herein and the Grant Moneys.

8. Client shall hold harmless and indemnify P4P, its directors, employees, agents, members, sponsors, organizers, successors, assigns promoters, and affiliates (the “Indemnified Parties”), from any and all claims, demands, fines, liability, costs and expenses, including attorney’s fees, that may be made against or put upon any Indemnified Party as a result of or in connection with the Service Animal, P4P, the training contemplated herein and the Grant Moneys

9. The waivers and indemnification obligations set forth in Paragraphs 7 and 8 above shall survive and continue after the termination of this Agreement and the fulfillment of the training of the Service Animal without expiration. To the extent that an expiration is required, such expiration shall occur no earlier than ten (10) years following the latter of the completion of training for the Service Animal or the termination of this Agreement.

10. This Agreement shall be binding upon the Parties hereto and their respective heirs, executors, administrators, devisees, agents, designees, representatives, affiliates, successors and assigns. It contains the entire understanding of the Parties, and there are no representations, warranties, covenants, or undertakings other than those expressly set forth herein. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed by the Parties with the same formality of this Agreement. The failure of either Party to insist upon the strict performance of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

11. The Parties hereby submit themselves to the jurisdiction of the State Courts of Onslow County, North Carolina, which shall be the place of any future action brought by either of the Parties regarding or relating to this Agreement or the performance of either Party, and waive any objections to the personal jurisdiction, subject matter jurisdiction and venue of such courts. In addition, this Agreement shall be construed under and governed by the laws of the State of North Carolina. No provisions of this Agreement shall be interpreted for or against any



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party because of that Party or the Party’s agent or legal representative drafted the Agreement or the particular provision, and the Parties hereby unconditionally waive such defense or claim regarding this Agreement. This stipulation may be used in court regarding any claims or defenses based on this Agreement.

12. If either Party is required to initiate legal proceedings due to a breach of the terms and conditions of this Agreement, the prevailing Party shall be entitled to recover all costs incurred by it in connection with such proceedings as allowed by law, including, but not limited to, reasonable attorneys’ fees, court costs, and interest. No failure or delay on the part of P4P to exercise any of its rights or the remedies available under the terms of this Agreement and the law of North Carolina shall operate as a waiver thereof.

13. In no event shall P4P, its directors, members, shareholders, officers, agents, employees, affiliates, successors or assigns, be liable or responsible for any penalties, indirect, special, nominal, incidental, consequential or punitive damages or losses, regardless of the legal or equitable theory asserted, including claims arising under theories or statutes related to contract, negligence, warranty, or strict liability. Such limitation shall apply for all claims by Client or any third-party. Furthermore, in no event shall P4P’s liability, under any theory of law, exceed the Grant Moneys provided or the actual damages claimed, whichever is less.

14. It is understood and agreed by the Parties hereto that if any part, term or provision of this contract is by the courts held to be illegal or in conflict with the law of North Carolina, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ 18\_\_.

\_\_\_\_\_  
On behalf of Princess for Paws, Inc. (Seal)

\_\_\_\_\_  
Client (Seal)

Initial \_\_\_\_\_