

"Helping to Heal Wounded Souls... One Puppy at a Time!"

Hero's Puppy for Life Organization Recipient Commitment Document

DOWNLOAD THIS FILE AND SAVE TO YOUR COMPUTER BEFORE YOU ENTER ANY INFORMATION

Note: Save this document to your computer frequently to avoid losing information you have entered.

After completing this form, please save it to your computer and email it to

custsvc@heropuppyforlife.org

Note: If you are requesting to bring your own puppy into our program, Question #10 does not apply to you, please mark as *Not Applicable* Question #14 does apply to you in regards to dismissal from the program, please answer it appropriately. All other questions **do apply** to you and must be answered. DOWNLOAD THIS FILE AND SAVE TO YOUR COMPUTER BEFORE YOU ENTER ANY INFORMATION

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The HPFL Recipient Commitment Document has been created as a means to help you make a wise decision before accepting a puppy for Hero's Puppy for Life Organization (HPFL). Unfortunately, several individuals in the past have abused the charity of this organization and simply walked away from the program with the puppy we have placed with them, simply surrendered the puppy with no discussion or advance notice to HPFL, or have taken advantage of the service dog training we have provided for their own puppy. In those cases they have taken advantage of donor funded charitable gifts with no regard for the consequences of their actions. This document is a result of their actions and is not placing suspicion on you. <u>We want to help you have a better life while living with your PTSD</u>. As a possible recipient of donor funded benefits, you must understand and accept that your actions in regards to this program do have consequences for both you and Hero's Puppy for Life Organization.

- If HPFL places a puppy with you, do you understand and acknowledge that HPFL will expend a minimum of \$5,500, and potentially more, of donor funds for you and your puppy throughout the course of nine months or more of training?
- 2. Have you discussed having a "service dog in training" puppy and future service dog with your spouse, partner, living mate, or family members? Please explain what is their position on this?
- 3. Have you discussed having a "service dog in training" puppy with your employer and HR personnel? Please explain what is their position on this?
- 4. Have you discussed having a "service dog in training" puppy with your landlord? Please explain what is their position on this?
- 5. You will be receiving a "Service Dog in Training". It will not be a ADA-compliant Service Dog trained by HPFL until it has successfully completed our training program. Acknowledge in your words that you WILL NOT attempt to present it as a "service dog" until such time as it has graduated the Advanced Excellence in Canine Behavior Evaluation.
- 6. Training a dog to become a service dog is extremely and legally important. HPFL holds your puppy's training in the same light. With the exception of a family emergency, death in the family, or yours or an immediate family members illness, YOU MUST attend all scheduled training sessions. <u>Missing more than two training sessions for other than the above is grounds for dismissal from the training program</u>. Are you willing to accept this requirement?
- 7. In the HPFL training program, you will be required to socialize your puppy in different environments each week based on a checklist requirement. Your failing to meet these socialization requirements can constitute missing training requirements and will be treated the same as missing a training session. Are you willing to accept this requirement?

8. Should you leave the program either by being dismissed for non-compliance with the program requirements, just quitting, or returning the puppy, you will be billed for all training expenses incurred by HPFL on your behalf. Those expenses include any and all of the following,

- A. Each training session provided to you at the cost of \$85 per session either in person or via virtual training, including all session(s) that you missed.
- B. Reimbursement of any and all veterinary medical expenses incurred by HPFL on behalf of you or your puppy.
- C. The cost of paying \$300 per week for a puppy sitter from the date you surrendered the puppy until the date the puppy is placed in a satisfactory re-home approved by HPFL.

Are you willing to accept these financial consequences in the case of you being dismissed from the program for any reason, you voluntarily quit the HPFL training program, or returning the puppy? Please acknowledge this in your own words.

9. In your own words, please acknowledge that you understand that you will be solely responsible for the protection, care (including veterinary) and training of a puppy from Hero's Puppy for Life Organization.

10. You need to be aware and acknowledge that if you leave the program prior to successfully passing the graduation requirement of the Advanced Excellence in Canine Behavior evaluation, HPFL can and will pursue legal demand for return of the puppy. YOU MAY request to keep the puppy. In that situation HPFL can legally charge and, if necessary, pursue for the cost of the puppy plus the significant value increase of your trained puppy. Please respond in your own words to this question.

11. Hero's Puppy for Life's desire is for you to have a life as close to that which you had prior to your trauma. In your own words do you have the desire for a better life?

12. You will be required to be the caregiver, trainer and guardian for the puppy placed in your care by HPFL? In your own words, please acknowledge this and that you will not shirk this tremendous and important responsibility in building a great bond between you and your future service dog?

13. HPFL's program does not allow our dogs to be taken to a dog park. One encounter with a vicious dog in a dog park can potentially ruin your future service dog. In your own words, please acknowledge that **you will not** take or allow your puppy to be taken to a dog park and that if so doing, it is grounds for dismissal from the program.

14. In your own words, please acknowledge that should you be arrested, convicted, or jailed for any reason in any legal jurisdiction before graduation from the training program, it will be grounds for the immediate dismissal from the program and surrender of the puppy placed with you by Hero's Puppy for Life Organization.

15. Over the course of this training program you will be spending many hours working with and training a puppy to become an ADA-compliant Service Dog. Are you willing to put in the work and effort that is required for this program and that anything less can result in your being asked to surrender the puppy back to HPFL?

16. Most importantly, please explain in your own words why you feel you have a need for a service dog and what expectation do you have for your life once you and the puppy have successfully graduated the Service Dog Training program provided to you?

17. Are there any further questions you have at this moment concerning all that you have been asked from above and that could affect you and your future service dog?

Miscellaneous.

1. No waiver by HPFL of any term or condition set out in this HPFL Recipient Commitment Document shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of HPFL to assert a right or enforce a provision under this HPFL Recipient Commitment Document shall not constitute a waiver of such right or provision. If any provision of this HPFL Recipient Commitment Document is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the HPFL Recipient Commitment Document Document will continue in full force and effect.

2. This HPFL Recipient Commitment Document constitutes the entire agreement between Veteran and HPFL regarding the Program and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Program. HPFL reserves the right to amend this HPFL Recipient Commitment Document upon thirty (30) days' notice to Veteran.

3. All matters relating to the Program or this HPFL Recipient Commitment Document and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction). Subject to Paragraph E.1, any legal suit, action, or proceeding arising out of, or related to, the Program or this HPFL Recipient Commitment Document shall be instituted exclusively in the federal courts of the United States or the courts of the State of Colorado in each case located in the City of Denver and County of Denver. Veteran waives any and all objections to the exercise of jurisdiction over Veteran by such courts and to venue in such courts.

4. All notices required or permitted under this HPFL Recipient Commitment Document shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified, (ii) upon receipt when sent by FedEx or UPS priority service, or (iii) one (1) business day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the other party at such party's address set forth on the signature page of this HPFL Recipient Commitment Document, or at such other address as such party may designate by ten (10) days advance written notice to the other party. Notices may be given by direct telephone call with an authorized agent of HPFL (not by voice mail) or by text message sent to an authorized agent of HPFL only if HPFL receives a response text message acknowledging receipt of the notice.

5. Veteran understands and agrees that he or she is personally responsible for both his or her own behavior and the Puppy's behavior. Veteran agrees to indemnify, defend and hold harmless HPFL, its affiliates, licensors and service providers, and their respective officers, directors, employees, contractors, agents, licensors, suppliers (including, but not limited to, the Breeders) and assigns from and against all claims, liabilities, damages (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), judgments, awards, losses, expenses, costs, and reasonable attorneys' fees and costs, relating to or arising out of Veteran's breach of this HPFL Recipient Commitment Document, Veteran's participation in or failure to fully participate in the Program, and any action, omission, or alleged action or omission by the Veteran and/or the Puppy, whether during the Program or thereafter, including without limitation any personal injury or property damage caused or allegedly caused by the Puppy. This Paragraph shall survive the termination of this HPFL Recipient Commitment Document.

To the best of my understanding, I have provided as accurate and truthful answers as I possibly can, and I acknowledge this HPFL Recipient Commitment Document is in the best interest for me, my future service dog, and Hero's Puppy for Life Organization.

I further understand this HPFL Recipient Commitment Document will be retained by HPFL as a legally signed document.

Printed Name:

Signature In Person at time of Interview with	HPFL	
Street Address :	City:	State:
Your Cell Phone Number:		Zip Code:
Your Email Address:		
Name of Your Emergency Contact:		
Their Cell Phone Number:		
Their Email Address:		

This information will be filled out by the Representative of HPFL who will interview you.

Name of Hero's Puppy for Life Organization's Representative for Interview

I have reviewed this HPFL Recipient Commitment Document with ______

and answered all pertinent question asked by the Recipient. The recipient signed in person on their own free will and I witnessed the signing hereunto.

Signed the ______ day of ______, in the year of _____.

Interviewer Signature

Hero's Puppy for Life Organization Application Process Only				
HPFL Commitment Document Received:				
Copy of DD214 Received:				
Provider's Letter Received:				
Preliminary Phone Contact with Applicant by:	Date:	Time:		
Interview Scheduled: Date: Time:				
ID Card Verification of Applicant's Address and Phone Numbers: Date:				
HPFL Interview Conducted by:				
Decision from Interview:				
Applicant Notified of Decision: Date:	ſime:			
Four Month Wait Period Begins: Date:	Time:			
Our Puppy Pre-School Registration Sent: Date:				
Our Puppy Pre-School Completed: Date:				
Name and Address of Breeder:				
IRS Form W9 Received: Date:				
Puppy Breeder Negotiation Completed: Date:	Time:			
Puppy Pick -Up Date Scheduled: Date:				