



Facility Dog Agreement

MADE BETWEEN:

NATIONAL SERVICE DOG TRAINING CENTRE INC.
of 1286 Cedar Creek Rd. Cambridge, ON N1R 5S5
(Hereinafter referred to as “NSD”)

AND

The Corporation of the City of Mississauga
300 City Centre Drive, Mississauga, ON, L5B 3C1
(Hereinafter referred to as “City”)

Whereas NSD is a body corporate, registered pursuant to the Canada Not for Profit Corporations Act; and

Whereas NSD has expertise in the training of Facility Dogs and has developed a system of training which will provide a suitable working dog for the alleviation of certain mental health conditions affecting staff of The City , through their work in their facility and community.

Whereas NSD is prepared to provide such a Facility Dog to The City under the terms and conditions contained in this Agreement; and,

Whereas The Corporation of the City of Mississauga through Mississauga Fire and Emergency Services (“MFES”) , has ensured the completion of all the conditions precedent to receiving a Facility Dog, including the application process, proving need for a Facility Dog and other related information necessary to properly consider their application, and has successfully completed Team Training with NSD staff wherein they have learned how to care for and utilize the Facility Dog to be provided to them upon the terms and conditions contained herein;

AND WHEREAS The City has advised NSD that the use that will be made of the Facility Dog will be as an intervention strategy for the mental health of MFES staff and the Facility Dog will not be used to perform personal service tasks for any staff or any other person that might normally be performed by a service dog (the Use);

Now, in consideration of the mutual covenants and agreements contained herein this Agreement witnesseth as follows:

1. NSD agrees to provide the Facility Dog named , _NSD Ajax, a male, neutered Lab X Golden Retriever_(hereinafter referred to as the “Facility Dog”) to the City and who will be assigned to MFES and to be under the daily care/ control of the Primary and Secondary Dog Handlers, as determined by the City and approved by NSD, for the Use.

2. The City acknowledges that rights or ownership in and to the Facility Dog shall remain with NSD and no title to either the Facility Dog or the Equipment, as specified herein, shall pass to The City by the terms and conditions of this Agreement, but that The City shall have exclusive right to use the Facility Dog commencing on the day the Agreement is signed by the City unless and until any one or more of the following events shall occur:

- A. The Facility Dog is not, in the sole opinion of NSD, being used for the purpose it was intended at the time it was placed with The City ;
- B. The Facility Dog becomes, in the sole opinion of NSD, seriously injured, incapacitated or otherwise becomes unable to perform its normal duties;
- C. The Facility Dog, in the sole opinion of NSD, is loaned to, or provides service to a person or persons not named in this Agreement;
- D. The Facility Dog, in the sole opinion of NSD, is not being provided with appropriate veterinary care;
- E. The Facility Dog is, in the sole opinion of NSD, being subjected to harsh, inhumane or other disagreeable treatment;
- F. The Facility Dog is, in the sole opinion of NSD, being used in any form of fundraising or promotion without the express consent of NSD
- G. The City refuses, neglects or otherwise fails, in the sole opinion of NSD, to provide NSD with regular follow up reports on the dog's health, weight, and performance on the schedule provided hereinafter;
- H. The City refuses, neglects or otherwise fails to allow NSD to conduct such follow up visits to the ordinary domicile or workplace of The City as it may reasonably require in order to ascertain the health, condition, and working performance of the Facility Dog;
- I. The Facility Dog dies;
- J. The City refuses, neglects or otherwise fails to notify NSD of any change in the Facility Dog's ordinary residence, or leaves the jurisdiction of Canada without thirty (30) days prior written notice to NSD;
- K. The continued Use of the Facility Dog is no longer desirable in the sole opinion of The City .

3. In the event that any one or more of the events listed in Paragraph 2 of this Agreement shall occur, the City agrees to return the Facility Dog and all of the Equipment supplied with the Facility Dog, forthwith, to NSD. Should The City fail to perform the covenant contained in this Paragraph, NSD shall have the right to recover the Facility Dog and all Equipment at the sole cost of The City . The means of return of the Facility Dog will be as mutually agreed by NSD and The City .

4. The City acknowledges that the C.A.I. Jacket, ID Card (hereinafter "Equipment") has been provided along with the Facility Dog, and that such Equipment remains the sole property of NSD, and shall be returned, forthwith to NSD at the end of this Agreement, but The City does not take any responsibility for the condition of any of the Equipment at the time of return. Any accessories purchased by the City, including but not limited to, collars, leashes, toys shall remain the property of the City and will not be returned to NSD.

5. The City agrees to indemnify and save harmless NSD; including officers, directors, employees representatives, agents, successors and assigns from and against all Claims and all associated Losses including any and all damages of personal injury and / or property damage by the Facility Dog while the Facility Dog is in the City's care and control.

NSD shall at its own cost and expense, obtain and maintain in full force and effect at all times throughout the term of this Agreement, insurance with financially sound and reputable insurance companies licensed to underwrite insurance in the Province of Ontario. All insurance policies required pursuant to this section shall be primary.

6. The City acknowledges that any failure or refusal by NSD to demand the strict performance of any or all of the terms of this Agreement does not constitute a waiver of any of NSD's rights hereunder.

7. Subject to Articles 14 and 15, NSD, The City, agrees that this Agreement shall be interpreted according to the laws and practice of Canada and that a Court of competent jurisdiction shall make any determination of this Agreement that may be required.

8. NSD agrees to provide such ongoing advice, direction, and instruction to The City and the Facility Dog as may be reasonably required in order to maintain an acceptable performance level in the Facility Dog and/or The City.

9. Notwithstanding the foregoing, the City agrees that they will provide to NSD all of the Follow Up Reports, and Veterinarian's Reports as are required on a timely and prompt basis, and no later than thirty (30) days following receipt of a request for such information by NSD.

9.1 Follow up Reports shall be completed and returned to NSD on the following schedule:

A. Monthly, for the first six months that the Facility Dog is in the possession of The City and the Primary Dog Handler;

B. Yearly, for the remainder of the Facility Dog's working life; and

C. Personal contact between The City, as represented by The Primary and Secondary Dog Handlers, and NSD staff will be done on an ongoing basis, as needed.

9.2 Veterinary Reports, including proof of inoculation shall be completed and returned to NSD each year, for the remainder of the Facility Dog's working life

10. The City otherwise agrees to provide for all day to day care of the Facility Dog, including food and veterinary costs. The City will notify and consult with NSD should a medical emergency arise that terminates the Facility Dog's ability to work or warrants an end of life decision. The City shall accept financial responsibility of all emergency medical treatment undertaken without NSD's knowledge or written consent.

11. NSD covenants that it does not require, and will not ask, The City to undertake any fundraising on behalf of NSD and that any ability or non-ability of The City to assist NSD in this regard has had no effect whatsoever upon the decision to place a Facility Dog with The City under the terms of this Agreement.

12. Any notice to be given pursuant to this Agreement shall be in writing, and shall be given in at least one of the following ways:

A. By personal delivery to any representative or employee of NSD, in which case notice is deemed received upon delivery; or,

B. By prepaid registered post addressed as hereinafter set out, in which case notice is deemed received upon the first attempt at delivery by the post office; or,

C. By courier to the address set out hereinafter, in which case notice is deemed received on the first attempt at delivery by the courier;

13. The addresses of the parties to which notice may be sent are as follows:

National Service Dog Training Centre Inc.
1286 Cedar Creek Rd.
Cambridge, ON
N1R 5S5
Attention: Danielle Forbes
Fax: (519) 623-9997
Phone: (519) 623-4188 Extension 12

The City of Mississauga c/o Mississauga Fire and Emergency Services
7535 9th line Mississauga, ON , L5N 7C3
Attn: Chief Tim Beckett
Phone: 905 615 3200 ext. 3755

14. This Agreement and its interpretation shall be governed by the laws of the Province of Ontario.

15. This Agreement may be executed in several counterparts and by electronic facsimile transmission to the fax numbers shown in Article 13, each of which will be deemed to be an original and all of which will together constitute one and the same instrument.

16. If one or more provisions of this Agreement are for any reason held to be invalid, the parties intend that all remaining provisions remain in full force and effect.

17. This Agreement shall inure to and be binding upon the successors of the Parties regardless of how that succession occurs.

18. The parties will act cooperatively and in the utmost good faith in carrying out this Agreement.

19. This Agreement, the representations, warranties and promotional promises and inducements of NSD, are the entire agreement between the parties with respect to the subject matter set out herein, and therein, and there are no other agreements relating thereto. In entering into this Agreement, The City, The Primary Dog Handler and The Secondary Dog Handler are relying upon the accuracy of the representations, warranties and promotional promises and inducements made by NSD.

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Signed at the City of Cambridge, in the Province of Ontario, this 26 day of August, 2020.

NATIONAL SERVICE DOG TRAINING CENTRE INC.



x _____

Signature

Danielle Forbes, Executive Director

Name and Title

Signed at the _____, in the Province of Ontario, this ____ day of _____, 2020.

THE CITY THE CORPORATION OF THE CITY OF MISSISSAUGA

Signed at _____, in the Province of Ontario, this ____ day of _____, 2020.