



CANINES 4 COMFORT

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PLACEMENT AGREEMENT

This Placement Agreement (the “Agreement”) is made and entered into as of the 26th day of August, 202x by and between Canines 4 Comfort, a 501 (c) 3 organization with the mailing address of P.O. Box 22, Round Lake, IL 60073 (hereinafter “C4C”) and Libertyville District 70 located at 1381 Lake Street, Libertyville, IL 60048 (hereinafter “Recipient”), each individually referred to as a “Party” and collectively as the “Parties”.

WHEREAS, C4C trains and provides trained psychiatric service dogs and emotional support dogs for placement with qualified individuals and trained facility dogs with certain organizations; and

WHEREAS, Recipient has requested the placement of a Facility Dog (as defined below) from C4C for Adler Park School located at 1740 N. Milwaukee Avenue Libertyville, IL 60048 hereinafter the “Facility”),

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

C4C hereby transfers and the Recipient hereby agrees to accept the placement of the dog described below (hereinafter the “Facility Dog”).

Dog Name: Kaylee **Breed:** Standard Poodle **Sex:** Female **Color:** Silver/Gray

Date of Placement: TBD

Furthermore, the Parties hereto agree to abide by the following conditions:

1. **Purpose.** The Recipient understands that the purpose of the Facility Dog is to be an emotional, therapeutic, and comfort support dog on behalf of the Facility. Activities of the Facility Dog may include defusing emotional situations, helping regulate individuals, providing a calming and nurturing environment and bringing comfort to Facility staff and/or community members.
2. **Handlers.** A Primary Handler and at least one Secondary Handler (each a “Handler” and all together the “Handler Team”) will be assigned by the Facility and must be approved in advance by C4C. Recipient will ensure that the Handler Team understands the terms of this Agreement and agrees to comply with the requirements. Members of the initial Handler Team in place at time of this Agreement are identified in Attachment A. C4C must



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approve, in advance, any additions to the Handler Team. C4C may review the qualifications of any new handler and may conduct a home visit. Prior to handling the Facility Dog, new approved members of the Handler Team must review the Handler Agreement (Attachment B) and submit a signed copy to C4C. If any member of the Handler Team is no longer able or willing to perform its handler duties, C4C must be notified immediately. C4C will update the Approved Handler List (Attachment A) with any approved changes and send a copy to the Recipient.

3. **Home.** The Facility Dog will reside at the home of the Primary Handler who will transport the Facility Dog to and from the Facility and sanctioned Facility/Recipient events. If the Primary Handler is unable to care for the Facility Dog temporarily (ex. illness or vacation), the Facility Dog must reside with another member of the Handler Team or C4C during that time.

4. **Facility Dog Required Care**

- a. The Facility Dog must have 10-minute breaks immediately after every 50 minutes of work. Breaks may include things like a walk outside, bathroom break outside or rest in a quiet space. Breaks should not include any child interaction and minimal, if any, adult interaction other than the current Handler.
- b. If the Facility Dog becomes anxious or stressed, a Handler Team member should escort the Facility Dog to a designated decompression area at the Facility to rest.
- c. The Facility Dog is required to return home with its Handler at the end of each workday.

5. **Ongoing C4C Training and General Care.**

- a. The Facility Dog needs to be fed at least twice a day and provided a fresh supply of water at all times. Acceptable foods to be given to the Facility Dog can be found at <https://www.dogfoodadvisor.com>.
- b. The Facility Dog needs adequate adult supervision at all times. Each Handler must be responsible for the Facility Dog as their own dog when it is in his/her care. The Facility Dog will never be allowed to run loose or roam, be kept chained or tied up, be contained unsupervised in a yard, garage, patio, balcony, pen, or outdoors.
- c. Recipient, members of the Handler Team, and applicable members of Facility staff must review Facility Dog Protocols (Attachment C) and submit a signed copy to C4C.
- d. At a minimum, the Facility Dog and each member of the Handler Team is required to attend C4C training sessions quarterly. When recommended, The Handler Team (see Attachment A) will work cooperatively with C4C to attend formal training classes weekly, when in session, and/or partner with a C4C Board trainer on exposure visits. The Recipient is willing to allow C4C representatives to meet the Facility Dog either at a Handler Team member's home, the Facility, or at a mutually convenient place to assess future training needs.
- e. The Facility Dog will be treated as a family member with loving care and affection. The Recipient and Handler Team will do their best to ensure the Facility Dog's safety and well-being.



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- f. Should any behavioral problems surface at any time, the Recipient or a Handler must notify C4C of said behavioral problems that have occurred and seek advice on how to resolve them using humane methods. Recipient and Handler Team agree to never strike or choke the Facility Dog to discipline.
- g. The Recipient or Handler Team will not have the Facility Dog attack-trained, nor will the Recipient or Handler Team use it for any purpose other than the services it was trained to perform under this Agreement.
- h. The Recipient or Handler Team will not have any cosmetic surgery performed on the Facility Dog (ex., ear cropping, tail docking).
- i. The Recipient or Handler Team will never allow any physical, mental, or emotional abuse of the Facility Dog.

6. **Veterinary Care.** A Handler Team member will take the Facility Dog to a licensed veterinarian for regular preventative care at least once per year. The Recipient via the Handler team, will provide and pay for all required and/or needed veterinary care as recommended by the attending veterinarian, including but not limited to: rabies shots, booster shots, fecal checks for internal parasites (worms), consistent heartworm preventative medication and prompt treatment by a licensed veterinarian for any illness or injury. C4C is to be granted full access to all veterinary records of the Facility Dog and permission to consult with the licensed veterinarian regarding the Facility Dog at any time.

7. **Licensing.** The Recipient will ensure and pay for proper licensing of the Facility Dog and the Recipient will ensure compliance with all applicable local and state requirements.

8. Program Ending and Contract Termination. THE RECIPIENT UNDERSTANDS THAT C4C HAS THE RIGHT TO RECLAIM THE FACILITY DOG IF THE RECIPIENT DOES NOT COMPLY WITH ANY OF THE TERMS OF THE AGREEMENT.

9. **Notice.** C4C has made a lifetime commitment to the Facility Dog. If, in C4C's sole discretion, C4C finds a reasonable basis for believing that any of the conditions and requirements herein have not been met, C4C will first notify the Recipient by certified mail, return receipt requested, of the reclamation and ask that the Facility Dog be returned. The notice will state clearly the circumstances under which C4C is acting and state a date when the Recipient may meet with representatives of C4C to discuss the situation. After seven (7) days from the receipt of such notice, if the Recipient has not contacted C4C, or has not accepted the notice, legal action will be taken by C4C to retrieve the Facility Dog. If the Facility Dog is in a situation that may endanger its life, C4C may call the authorities in the Recipient's locality to recover the Facility Dog on C4C's behalf. In the event that either of these situations occurs, or if for any reason the Facility Dog is returned to C4C, the Recipient may request a meeting to discuss the matter within ten (10) days after the Facility Dog is reclaimed. Any decision of C4C is final and within C4C's sole discretion as to whether the Facility Dog shall be returned to the Recipient.



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10. **Release.** The Recipient agrees to accept responsibility and ownership of the Facility Dog at its own risks. The Recipient, and for the Recipient's assigns agrees never to bring a claim or suit against C4C and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors, and assigns ("C4C Group") from any and all liability arising from the placement or behavior of the Facility Dog. The Recipient releases C4C on its own behalf or on behalf of any member of the Handler Team, or on behalf of any spouse, heir, executor, personal representative or assignee or any member of Handler Team (the "Recipient Group"). The Recipient hereby releases the C4C Group from any and all liability to any member of the Recipient Group with respect to bodily injury, personal injury, illness, amputation, scarring, death, property damage or other loss that may result from the donation or behavior or activities of the Facility Dog. The Recipient agrees that C4C may use any photograph of the Recipient and the Facility Dog taken by C4C or its agents, or provided by the Recipient to C4C, in promotional materials and consents to C4C's use of the Recipient's likeness in promotional materials, and releases C4C from any claims arising out of C4C's use of any member of the Recipient Group's likeness or photographs of any member of the Recipient Group in such promotional materials.

11. **Handler Agreement.** To protect both Recipient and C4C, C4C requires all present and future members of the Handler Team to be pre-approved by C4C, and to review, sign, and comply with the terms and conditions set forth in the Handler Agreement (Attachment B). An executed copy of the Handler Agreement must be forwarded to C4C with the original document maintained on file by the Recipient.

12. **Indemnification.** The Recipient, for itself, its agents and its employees, shall indemnify, defend and hold harmless C4C Group from and against any and all losses, costs, claims, actions, demands, proceedings, fines, penalties, damages, liability, suits, liens and expenses of any kind (including, without limitation, reasonable attorneys' fees and costs of defense) (collectively "Claims") (i) incurred by or asserted against any and all members of the C4C Group directly or indirectly arising or allegedly arising out of or in connection with or due to the Recipient's, or anyone working for or on Recipients' behalf, performance or failure to perform any provisions of this Agreement or (ii) allegedly or actually connecting in any way or in any manner with the Facility Dog, except if caused by the sole negligence or willful misconduct of C4C.

13. **Insurance.** The Recipient shall obtain and maintain throughout the term of this Agreement commercial general liability, worker's compensation, and any other insurance in such dollar amounts as necessary to protect itself against any Claims arising from any activities related to the Facility Dog, and to indemnify the C4C Group as provided in this Agreement. The Handler Agreement (Attachment B) contains insurance requirements for each member of the Handler Team to carry appropriate insurance necessary to protect themselves and others against any Claims arising from any activities while the Facility Dog is not at the Facility or work-related functions.



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14. **Placement.** The Recipient is accepting the Facility Dog as an emotional, therapeutic, and comfort support animal at the Facility. The Recipient agrees to not give away, sell, or trade the Facility Dog, even as a gift to a friend or family member. The Recipient will neither take the Facility Dog to a shelter nor abandon the Facility Dog. The Recipient understands that they must notify C4C, without delay, if the Recipient can no longer care for or keep the Facility Dog, and agrees to give C4C reasonable time to rehome the Facility Dog. The Recipient is responsible for all logistics/expenses to physically return the Facility Dog to a C4C representative in Illinois if needed. Recipient must notify C4C of any behavioral problems that have occurred at any time before the Recipient returns the Facility Dog, and the Recipient agrees to pay for a professional trainer's evaluation in the case of biting or aggression.
15. **Microchip.** For safety and security, the Facility Dog has been microchipped to provide permanent identification and has been registered (lifetime registration) to Recipient with HomeAgain <https://www.homeagain.com/> .
16. **Required Contact.** In the event the Facility Dog becomes lost, stolen or dies, Recipient will immediately notify C4C. The Recipient will also immediately notify C4C of any change of contact information for the Recipient (address, phone number, email address). or any member of the Handler Team.
17. **Dog History.** This Facility Dog's known background and medical history have been discussed with the Recipient. However, the Recipient understands that C4C has made no representation concerning the breed, health, condition, training, behavior, or temperament of the Facility Dog. The breed listed by C4C is a visual guess based upon physical appearance at the time of intake.
18. **Alter.** If the Facility Dog is not altered at the time of placement, the Recipient agrees to have the Facility Dog spayed/neutered at the direction and expense of C4C. Failure to comply with this requirement will result in the immediate forfeiture of the Facility Dog to C4C.
19. **C4C Involvement.** Recipient will provide regular updates about the Facility Dog to C4C. The Recipient will allow C4C to make inquiries about and enforce any conditions and requirements in this Agreement at any time. This can include visits to any or all of the Handler Team's homes, upon 24-hour advanced notice, to the Facility and contact with the Facility Dog's veterinarian.
20. **Violations.** Each member of the Handler Team must affirm to Recipient that no member of his/her household has been convicted of an animal welfare law violation such as neglect, cruelty, or abandonment.



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21. **Additional Pets.** To ensure the Facility Dog's continued safety, Recipient and each Handler Team member will consult with C4C prior to the introduction of any additional pets or animals to the Facility Dog in the household or Facility.

22. **Potential Adoption:** When the Facility Dog reaches an age where it is no longer able to provide its intended emotional, therapeutic, and comfort support for the Facility, the Primary Handler will be given an opportunity to adopt the Facility Dog, if determined appropriate by C4C. If at that point the Primary Handler is unwilling or unable to adopt the Facility Dog, C4C may offer an opportunity to a Secondary Handler, at C4C's sole discretion. If for any reason C4C determines it is in the best interest of the Facility Dog, C4C will take possession of the retired Facility Dog.

23. **Misc.** The Recipient agrees that in the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement. The Recipient acknowledges that monetary damages for a breach of this Agreement may be insufficient, and C4C is entitled to specific performance of this Agreement. Furthermore, the Recipient agrees to pay for all legal and/or court costs should this contract be violated, and it becomes necessary for C4C to pursue legal avenues to repossess the Facility Dog or to take any legal action for violation of this Agreement. For legal purposes, the value on the Facility Dog is no less than \$10,000.

24. **Addendum.** This Agreement, including any attachments, is the entire agreement between the Parties and supersedes any other verbal or written statements, representations, or promises.

25. **Governing Law.** This Agreement, including any addendum or addenda to this Agreement, will be governed by and interpreted in accordance with the laws of the State of Illinois, without reference to any conflict of laws rules. Any disputes under this agreement will be resolved in the courts of Lake County, Illinois.



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By signing below, each individual represents that they are duly authorized to sign this agreement on behalf of their Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above.

Libertyville District 70

Stacey Bachar, Asst. Supt. of Finance and Operations

Canines 4 Comfort

Lisa Wernli, Executive Director

Signature

Date

Recipient Address:

1381 Lake Street

Libertyville, IL 60048

Signature

Date

C4C Address:

PO Box 22

Round Lake, IL 60073



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Attachment A

Approved Handler List

The following Primary and Secondary Handler(s), as described in the Placement Agreement, have been assigned to care for the Facility Dog, as set forth in the Placement Agreement. Prior to joining the Handler Team, each new member of the Handler Team must review, sign and submit to C4C the C4C Handler Agreement (Attachment B), which includes specific requirements and guidelines for the care and maintenance of the Facility Dog. Handler position is maintained throughout various roles within the Facility, provided they are able to maintain the role and consistent level of care. The Primary Handler is the individual with whom the Facility Dog is assigned to live. The Facility Dog must be taken home at the end of each workday by the Primary Handler or another member of the Handler Team, as described in the Placement Agreement

Primary Handler

Mara Lindsay

Secondary Handler(s):

Kendall Miller



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Attachment B - Handler Agreement

Canines 4 Comfort (“C4C”) has trained and donated the Facility Dog (as described in the Agreement), assigned to Libertyville District 70 (the “Facility”), as agreed upon between the parties in the Placement Agreement dated as of August, 26 2024 (the “Agreement”). In connection with the placement of the Facility Dog, the undersigned Handler agrees to the following:

1. The Handler shall carry all forms of insurance necessary to protect themselves and others against any claims that may arise when the Facility Dog is not working. Coverages may include, but are not limited to, personal liability and medical payments coverage under homeowners insurance, canine insurance, rental insurance, and/or any applicable riders.
2. The Facility Dog will reside at the home of the Primary Handler who will transport the Facility Dog to and from the Facility and sanctioned Facility/Recipient events. If the Handler Team is unable to care for the Facility Dog temporarily (ex. illness or vacation), the Facility Dog must reside with another member of the Handler Team or C4C during that time.
3. The Handler will make certain that the Facility Dog is wearing a collar that securely fits with a proper identification tag securely fastened to the collar with a readable name and phone number on the tag.
4. The Handler will notify C4C of any behavioral challenges with the Facility Dog and seek advice on how to resolve using humane methods. The Handler will not use prong collars (without guidance and permission from C4C Board) or employ harsh training methods.
5. The Handler agrees whenever the Facility Dog is outside, s/he will be leashed when not in a securely fenced area. The Handler will not tie or chain the Facility Dog at any time. The Handler agrees to avoid taking the Facility Dog to dog parks and other environments or situations which can invite irresponsible pet owners.
6. The Handler will never leave the Facility Dog outside or elsewhere without adequate adult supervision.
7. The Handler will not allow people or animals that are unknown to the Facility Dog to approach the Facility Dog without the Handler being in full control of the Facility Dog and the situation.
8. The Handler will act as the Facility Dog’s advocate in all situations.
9. The Handler will communicate consistently with the Facility Dog using non-forceful (verbal or non-verbal) means of communication. The Handler will never strike or choke the Facility Dog to discipline.
10. The Handler will read the Facility Dog’s cues and signs of stress and act accordingly.
11. The Handler will protect and respect the Facility Dog’s needs while interacting appropriately with others.
12. Together with the other members of the Handler Team, Handler will maintain the Facility Dog in good physical condition, keeping it at a reasonable weight, providing all reasonable and necessary veterinary care, and providing the Facility Dog with an annual veterinary examination.



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13. The Handler will not use or handle the Facility Dog in any manner that would put the health or safety of Handler, the Facility Dog or the public at risk.
14. The Handler will not use the Facility Dog in any manner which would reflect poorly on the Handler, the Handler Team, the Facility Dog, the Recipient, or C4C.
15. The Handler agrees to never institute or participate in any suit or action at law or in equity against C4C by reason of any claim it may have now, or may later acquire, relating to the Facility Dog or C4C.
16. The Handler Team agrees to the Facility Dog required work schedule.
 - a. The Facility Dog must have 10-minute breaks immediately after every 50 minutes of work. Breaks may include things like a walk outside, bathroom break outside or rest in a quiet space. Breaks should not include any child interaction and minimal, if any, adult interaction other than the current Handler.
 - b. If the Facility Dog becomes anxious or stressed, a Handler Team member should escort the Facility Dog to a designated decompression area at the Facility to rest.
 - c. The Facility Dog is required to return home with its Handler at the end of each workday.
17. The Handler Team agrees to ongoing Facility Dog training and general care.
 - a. The Facility Dog needs to be fed at least twice a day and provided a fresh supply of water at all times. Acceptable foods to be given to the Facility Dog can be found at <https://www.dogfoodadvisor.com>.
 - b. The Facility Dog needs adequate adult supervision at all times. Each Handler must be responsible for it as their own dog when it is in his/her care. The Facility Dog will never be allowed to run loose or roam, kept chained or tied up, be contained unsupervised in a yard, garage, patio, balcony, pen, or outdoors.
 - c. Members of the Handler Team must review Facility Dog Protocols (Attachment C) and submit a signed copy to C4C.
 - d. At a minimum, the Facility Dog is required to attend C4C training sessions quarterly. When recommended, The Handler Team (see Attachment A) will work cooperatively with C4C to attend formal training classes weekly, when in session, and/or partner with a C4C Board trainer on exposure visits. The Recipient is willing to allow C4C representatives to meet the Facility Dog either at a Handler Team member's home, the Facility, or at a mutually convenient place to assess future training needs.
 - e. The Facility Dog will be treated as a family member with loving care and affection. The Recipient and Handler Team will do their best to ensure the Facility Dog's safety and well-being.
 - f. Should any behavioral problems surface at any time after placement, the Recipient or a Handler must notify C4C of said behavioral problems that have occurred and seek advice on how to resolve them using humane methods. Recipient and Handler Team agree to never strike or choke the Facility Dog to discipline.



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- g. The Recipient or Handler Team will not have the Facility Dog attack-trained, nor will the Recipient or Handler Team use it for any purpose other than the services it was trained to perform under this Agreement.
- h. The Recipient or Handler Team will not have any cosmetic surgery performed on the Facility Dog (ex., ear cropping, tail docking).
- i. The Recipient or Handler Team will never allow any physical, mental, or emotional abuse of the Facility Dog.
- j. The Handler will immediately notify C4C of any problems or difficulties resulting from caring for the Facility Dog.

Handler

Canines 4 Comfort

Lisa Wernli, Executive Director of Operations

Printed Name

Printed Name

_____  _____

Signature

Signature



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Attachment C - Acceptable Protocols for Owning a Canines 4 Comfort Facility Dog

Although facility dogs do not have public access under the 2010 Americans with Disabilities Act (U.S. Department of Justice, 2011) because they don't assist a person with a disability, they must also pass the same public access test that service, hearing, and guide dogs do which certifies that the dogs are stable, well-behaved, and unobtrusive to the public, that the handler has control over the dog and that the team will not create a public hazard (Assistance Dogs International, 2014). At a minimum, all placed Canines 4 Comfort dogs will pass the AKC's Canine Good Citizen or similar evaluation. The Recipient and the Facility agree to the following:

- Facility Dog can only be handled in public and within the facility by a member of the "Handler Team" (as defined above in this Agreement).
- C4C designates the role of the primary handler to a person, not a title. If the approved Primary Handler assumes another role within the Facility, the Primary Handler maintains primary handling status of the Facility Dog.
- When the Facility Dog is no longer able to perform its duties as a facility dog, the Primary Handler will be given priority to adopt the dog as a family pet. If the Primary Handler chooses not to take the Facility Dog, another staff member may be given the opportunity, if approved in advance by Canines 4 Comfort. If no handler chooses to accept the dog, Canines 4 Comfort would take custody of the Facility Dog. If for any reason C4C determines it is in the best interest of the Facility Dog, C4C will take possession of the retired Facility Dog.
- If the Primary Handler resigns their employment with the Facility or Recipient, Canines 4 Comfort will make the final decision as to the continued placement of the dog. Consideration will be given to the length and health of the relationship with the Primary Handler, continued need at the Facility, age of the Facility Dog, and future employment/residence of the Primary Handler.
- Secondary Handlers are to be utilized when the Primary Handler is unable to perform their roles, such as vacation and sick time.
- If the Primary Handler is unable to care for the Facility Dog temporarily (ex. illness or vacation), the Facility Dog must reside with another member of the Handler Team or C4C during that time.
- Police Facility Dogs should wear the Canines 4 Comfort provided vest when working at a designated callout or public appearance. Unless a member of the Handler Team determines a need, dogs are not required to maintain uniform while residing at the police station.
- School Facility Dogs should wear the Canines 4 Comfort provided "pet me" vest during the designated school day.
- Facility Dog should not be fed from the table. The Facility Dog must not beg or eat scraps from the ground in public, and table feeding may encourage these types of poor behaviors.
- Facility Dogs are not allowed to bark while working. It is the Handler's responsibility to discourage the Facility Dog from barking in most situations, by correcting them immediately if they are barking excessively. For example, if the Facility Dog barks when the doorbell rings, giving them a command such as "no bark" and having them stop is acceptable.