

## **Contracts with Professional Handlers**

By Lisa M. Curry, Esq.

There are many issues to consider when deciding to engage a professional handler. Often, owners do not take into account that placing a dog in the complete control and custody of another person has significant implications in terms of exposure to liability, the dog's welfare, and the outcomes the owner hopes to obtain.

### ***Oral or Written Contracts***

Many people are surprised to learn that a contract does not have to be in writing to be valid. The handler's contract is no exception. Contracts also can be changed midstream—either orally or in writing—as long as the parties agree to the changes. Of the handlers interviewed for this article, many confirmed that oral agreements, together with the handler's rate card, often are sufficient for short-term handling involving class dogs, ringside pickups, and so on, while a written agreement is commonly used for a specials dog, for taking a dog for a lengthy period of time, and when co-ownership issues arise (as discussed below). Even where a written contract is used, it often is accompanied by further oral terms, whether made at the outset or added later on. As long as the written agreement does not prohibit such amendments, this is completely permissible.

Of course, a written, signed agreement as to terms is the best proof that a contract was made. The next-best thing is an e-mail, fax, or letter between handler and owner, confirming any terms orally agreed to or added on. Creating a written record in this way can help both parties remember what was agreed to, can help settle any disputes that may arise later on, and may even be relied on as evidence in case of litigation.

### ***Rates and Rate Cards***

The handler's rate card lists fees for various services, such as taking a dog in the ring for classes, groups, specialties, ringside pickup, travel, grooming and boarding, and so on. Once you accept that rate card and give your dog to the handler, it will likely be legally presumed that you have agreed to the fees listed on the card and that the handler agrees to show your dog accordingly.

Disputes commonly arise when handlers and owners have miscommunication about which shows the handler will attend, which shows the client wants the dog in, and who was supposed to make the entries. This leads to problems such as missed entries or wasted entry fees or handlers who expect to have 16 dogs in their string and end up with only half that number. To avoid such issues, many handlers' policy (particularly for specials) is that the handler makes the entries for all dogs in their string. As the client, you may prefer to maintain control, but the handler's reasons are usually well founded. The handler best knows his itinerary, and is in a better position to ensure that your dog is entered in exactly the right shows and classes, without missing deadlines and without anyone wasting entry fees.

Other problems arise when an owner promises to send the dog with the handler for a particular period of time, then chooses *not* to do so but fails to inform the handler in time

to cancel entries or make other plans. When that happens, the handler stands to lose money since he cannot replace the dog in his string. In such cases, some handlers will bill the client for the client's share of traveling expenses and for ring fees that the handler would have received if the dog were present. Even if not covered by the contract, the handler may have a legitimate claim for these amounts under the principles of "detrimental reliance" or "implied contract" because the handler relied on the owner's word, to his detriment, and the owner knew that the handler was so relying.

Another important issue is the handler's policy on conflicts. If two dogs in the handler's string have conflicting ring times, which one will the handler take in? It is general practice among handlers (and most explicitly inform their clients of this) that a special has priority over a class dog, an adult class dog has priority over a puppy, and a dog that has been out with the handler longer has priority over a newer dog or a ringside pickup. The dog with lower priority might go into a different class (say, American-Bred instead of Open) or might be taken in by the handler's assistant. Make sure you are aware of your handler's conflicts and priority policies. If your handler agrees to change the usual priorities for you, get that in writing or confirm it in an e-mail. Otherwise, if your dog is not given priority, you may be hard-pressed to claim that the handler has breached your contract or that you should not have to pay the bill.

Like any creditor, a handler is entitled to collect on his bill, and in some cases to charge interest on unpaid past-due sums. A handler also may resort to a bill collector when a client refuses without justification to pay. Some handlers have clauses in their agreements that your dog will not be returned to you until the bill is paid. While this may seem draconian, if that clause is in a written agreement you sign, it will most likely be enforceable against you.

### ***Co-owners***

Co-ownerships complicate handlers' agreements. The handler must know (a) who is responsible for paying bills, (b) who is responsible for approving issues regarding entries and the dog's health, and (c) who is the *one* person to whom the handler will return the dog at the end of the handling period. A simple handler's agreement assumes that the person who makes the agreement is the one who pays bills, answers all questions, and regains custody, but co-owners could divide these duties and privileges. To ensure that the handler and each co-owner know where the parties' obligations begin and end, *always* put it in writing. The handler will probably want the signature of all co-owners on the agreement addressing these issues so he'll be protected later.

### ***Unexpected Situations***

How do you ensure that your handler will act responsibly, ethically, and wisely in unforeseen situations? One way to minimize the danger of the unknown is to use a handler who is a member of a professional organization, such as the AKC Registered Handlers Program, the Dog Handlers Guild, or the Professional Handlers' Association. Members of these organizations must be experienced, they must meet certain standards in their kennel and vehicles and submit to kennel inspections, some are required to have

proof of liability insurance and financial stability, and they are bound to the code of ethics of their organization.

The bare-bones elements of any contract are (a) mutual promises (b) by two or more parties (c) to exchange things of value (which can include one party's promise to do something and the other party's promise to pay for that action), and (d) an understanding by both parties as to what each party is to do. Therefore, any time you give a handler custody of your dog and there is some mutual understanding of what the handler is to do, you are making a contract. Lastly, remember that the handler cannot be bound by the contract to win, no matter what the owner would prefer!

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*This column is not intended as legal advice. Please consult an attorney experienced in dog law in your area for questions on your specific situation.*

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