



## AGREEMENT

This **Agreement** (this "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between **Off the Chain USA, Inc.**, a Georgia nonprofit corporation ("Off the Chain") and the **undersigned recipient** (hereinafter the "Recipient").

WHEREAS, Off the Chain is a nonprofit organization that provides assistance to dog owners to improve the welfare of dogs who are chained or tethered in Northeast Georgia;

WHEREAS, Off the Chain wishes to install and provide certain goods, at no charge, to Recipient, and Recipient wishes to accept the installation and donation of the goods, all in accordance with the terms and conditions set forth in this Agreement;

NOW, THEREFORE, IN CONSIDERATION of the foregoing recitals and the mutual covenants and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Goods and Services. Off the Chain hereby agrees to install and donate, free of charge, a fenced enclosure for Recipient's dog, if applicable a dog house, and, as available, other dog related products (e.g., dog food) (the "Donated Goods"). Recipient hereby covenants and agrees that Recipient will not return the Donated Goods to the manufacturer or any retail store for any reason whatsoever, including, without limitation, rebate, return, credit or exchange.

2. Covenants. In consideration for the installation and receipt of the Donated Goods, Recipient does hereby covenant and agree as follows (initial):

\_\_\_\_\_ Agree to maintain healthy living conditions for each pet, including: fresh pet food and water daily, adequate shelter (warm shelter options in winter and shaded areas in summer out of direct sunlight), routine veterinary care as needed;

\_\_\_\_\_ Agree to keep an ID and Rabies tag on my dog at all times;

\_\_\_\_\_ Agree that pets are for companionship and will not be bred or subject to any type of illegal activity;

\_\_\_\_\_ Agree that under no circumstance will ANY pets be chained, tethered, tied up or on a runner;

\_\_\_\_\_ Agree that the Donated Goods are intended for dogs only and is not intended for other animals or livestock;

\_\_\_\_\_ Agree to utilize flea and heartworm preventatives, which may be provided by Off the Chain (when available); and

\_\_\_\_\_ Agree to allow Off the Chain to provide, as available, periodic winter and summer care items: bedding, straw, etc.

3. Condition. Recipient acknowledges and agrees that Recipient hereby accepts the Donated Goods "as is," "where is," and "with all faults." Upon receipt of the Donated Goods, Recipient will sign the acknowledgment of receipt and inspection is attached hereto as Exhibit A. Recipient acknowledges and agrees that Off the Chain has made no representation or warranty of any kind with respect to the Donated Goods or the installation thereof. Following the installation and delivery of the Donated Goods pursuant to this Agreement including, without limitation, the execution of the acknowledgement of inspection, all title and legal ownership to the Donated Goods shall belong to the Recipient.

4. Acknowledgment and Assumption of Risk. Recipient affirms and acknowledges the hazards and risks associated with the installation and receipt of the Donated Goods. The risks and hazards include, without limitation, Recipient or Recipient's guests' or invitees' bodily injury, death, damage to Recipient's property or the property of third parties (the "Risks"). Recipient understands and acknowledges that the Risks may be caused by negligent installation of the Donated Goods by Off the Chain and the Released Parties (as hereinafter defined), the negligence of the users of the Donated Goods, the negligence of third parties, accidents, forces of nature, and other causes.

**Recipient understands that the description of these Risks is in no way complete and that all such dangers, both anticipated and unanticipated, can lead to illness, injury, permanent disability, or even death., as well as damage to property.**

**THE RECIPIENT HEREBY ASSUMES ALL RISK AND DANGER AND ALL RESPONSIBILITY FOR ANY LOSES AND/OR DAMAGES TO PERSON OR PROPERTY THAT MAY RESULT FROM THE CONSTRUCTION OR INSTALLATION OF THE DONATED GOODS ON THE PROPERTY.**

5. Release. In consideration of the installation and receipt of the Donated Goods, Recipient does hereby release, waive, and discharge Off the Chain USA, Inc. and its respective officers, directors, managers, employees, representatives, agents, volunteers, and independent contractors (collectively, the "Released Parties") from any and all liability associated with or related to the installation or receipt of, accepting, or using the Donated Goods and agrees **NOT TO SUE** the Released Parties for any reason resulting from or associated with the installation or receipt of the Donated Goods. This waiver and release is intended to include all claims or injuries, accidents, illness, or property loss, whether known or unknown or anticipated or unanticipated which are in any way related to or associated with the installation or receipt of the Donated Goods.

6. Indemnity/Hold Harmless. Recipient hereby agrees to **INDEMNIFY AND HOLD HARMLESS** the Released Parties from any and all claims, causes of action, lawsuits, arbitrations, or proceedings as well as from any expenses, judgments, costs, fees, damages, expenses and/or liabilities, including attorneys' fees incurred in defending or prosecuting any such claims brought against the Released Parties as a result of the installation or receipt of the Donated Goods.

7. Legal Rights. Recipient has the legal capacity to bind itself and understands and acknowledges to the Released Parties that valuable legal rights are being surrendered by acceptance of the Donated Goods and the execution of this Agreement.

8. Copyright and Reproduction. As further consideration for installation and receipt of the Donated Goods, Recipient does hereby agree that all copyrights and/or intellectual property rights for all photographs taken in connection with the installation and receipt of the Donated Goods shall belong to Off the Chain USA, Inc., and Recipient does hereby expressly and irrevocably authorize Off the Chain USA, Inc. to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose.

9. Landlord Consent. The Recipient represents and warrants that Recipient's landlord, if any, has consented to the transactions herein contemplated. If applicable, a copy of such Landlord's consent is attached hereto as Exhibit B.

10. Governing Law. The laws of the state of Georgia shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto and any disputes under this Agreement are subjected to the exclusive jurisdiction of the courts of the State of Georgia, County of Jackson.

11. Severability. Recipient understands and expressly agrees that this Agreement is intended to be as broad and inclusive as permitted by the law of the State of Georgia and that if any portion of this agreement is held invalid, it is agreed that the balance of the agreement shall continue in full force and effect and that whatever portion is held invalid shall be interpreted and construed to afford as much protection to Released Parties as permitted by the applicable law.

12. Exhibits. All exhibits attached to this Agreement are incorporated herein as if set forth in their entirety within the body of this Agreement.

13. Entire Agreement. This Agreement and any attached exhibits contains the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first above written.

**OFF THE CHAIN:**

Off the Chain USA, Inc.  
a Georgia nonprofit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[corporate seal]

**THE UNDERSIGNED, ON BEHALF OF MYSELF AND MY RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES, AND ASSIGNS, HAVE READ THE ABOVE AGREEMENT IN ITS ENTIRETY AND UNDERSTANDS THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT VOLUNTARILY AND INTENDING TO BE LEGALLY BOUND. ABOVE VOLUNTEER RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT VOLUNTARILY AND INTENDING TO BE LEGALLY BOUND.**

**RECIPIENT:**

\_\_\_\_\_(SEAL)  
**Signature**

**Recipient's Contact Information:**

Full Name (First and Last): \_\_\_\_\_

Address/City/Zip: \_\_\_\_\_

Phone(s): \_\_\_\_\_ or \_\_\_\_\_

Email: \_\_\_\_\_

**Dog Information:**

Name: \_\_\_\_\_ Age: \_\_\_\_\_

Color/Markings: \_\_\_\_\_

Exhibit A

Acknowledgment of Receipt and Inspection

I have thoroughly inspected the Donated Goods and the installation thereof. I acknowledge and agree that from the date hereof that I am solely responsible for the maintenance and use of the Donated Goods in accordance with the manufacturers' instructions and guidelines.

**Date:** \_\_\_\_\_

\_\_\_\_\_(SEAL)

**Signature**

Exhibit B

Landlord's Consent

I, the undersigned, being the landlord of the property upon which the above-referenced Donated Goods are to be installed and utilized, do hereby consent to such action in accordance with the terms and conditions set forth in the above-referenced Agreement.

**LANDLORD:**

Date: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
**Signature**

**Landlord's Contact Information:**

Full Name (First and Last): \_\_\_\_\_

Address/City/Zip: \_\_\_\_\_

Phone(s): \_\_\_\_\_ or \_\_\_\_\_

Email: \_\_\_\_\_