

Dog Training Agreement

This Agreement between Client and Trainer named below is dated _____ and pertains to the following:

Client's name and address: _____

Trainer's name and address: _____

Trainer's Premises: _____

Dog's name: _____ Breed: _____

Kennel: _____

Goal of Training: _____

Client makes the following representations about Dog (check those that apply):

- The undersigned is the only owner of Dog.
- Dog is licensed and the license is current.
- Dog has been vaccinated against rabies, DHLPPC, and bordetella and the vaccinations are current.
- Dog has been neutered or spayed.
- Dog is in good health.
- Dog is not on medication.
- Dog is friendly toward children and adults.
- Dog is friendly toward other dogs and other animals.
- Dog is not nursing puppies.
- Dog has never started a fight with another dog or other animal.
- Dog has never bitten a person.
- Dog is not the subject of a quarantine order at this time.
- There is no pending adjudication or administrative hearing pertaining to Dog or Dog Owner.
- Dog has never been declared a dangerous or potentially dangerous dog, or vicious or potentially vicious dog.
- Dog does not have to be muzzled around people.
- Dog is not a guard dog or protection dog.

For good and valuable consideration, the parties agree as follows:

1. Training: Trainer agrees to provide the following (check one):

In-Kennel Training of Dog for ___ weeks, during which Dog shall be kenneled at Kennel, followed by ___ training sessions in Client's home. The Goal of Training is stated above.

Private Lessons for Client and Dog for ___ weeks, but not exceeding ___ sessions, the goal being to teach Client how to obedience train and work with Dog. These lessons will take place at Trainer's Premises.

Group Classes in which Client and Dog shall participate for ___ weeks. The Goal of Training is stated above. Group Classes will have a maximum of ___ dogs and their owners, and will take place at Trainer's Premises.

2. Compensation: Client agrees to pay Trainer a nonrefundable fee in the amount of \$ _____

to be paid as follows: _____ .

3. Client's Duty to Assist in and Continue Training: Client understands and agrees that he and the members of his household must follow Trainer's instructions without modification, work with dog for a minimum of ___ minutes per day, ___ times per week, for ___ weeks, and constantly reinforce the training being given to Dog.

4. Client's Duty If Dog Is Kenneled: Trainer and Kennel are legally unrelated, and not principal and agent. Trainer does not guarantee and will not be held responsible under any circumstances for anything done or not done by Kennel. It is the duty of Client, and not Trainer, to pay all charges of Kennel, perform all terms and conditions of Client's agreement with Kennel, and timely pick up Dog from Kennel whether or not Trainer brings Dog to Kennel.

5. Client's Assumption of Risk: Client acknowledges that Trainer's Premises, and the animals, guests, items and activities thereon, pose dangers to people and animals. Such dangers include, by way of example and not limitation, animals that can bite, trip, knock down, and fight, indoor and outdoor surfaces that may be slippery, equipment that can trip, guests and clients who cannot control their dogs, and activities involving Dog and/or other dogs that can result in injury from bites or other causes. Accordingly, Client, on behalf of him/her, his/her spouse and minor children, and anyone else whom Client brings onto Trainer's Premises, assumes the risk of injuries, losses, damages, costs and expenses by any means above described, and other injuries, losses, damages, costs and expenses of every possible cause and description unless inflicted intentionally or recklessly by the agents and employees of Trainer. If Dog is injured in a dog fight or an accident, gets fleas, ticks or worms, contracts any illness or disease, is lost or stolen, becomes pregnant, or engages in any dangerous, vicious or unwanted behavior, during or after the term of this Agreement, on or off Trainer's Premises, Client accepts the risk of the same and agrees that Trainer shall not be held responsible for it or any resulting injuries, losses, damages, costs or expenses.

6. Client's Liability: If Dog causes property damage, or bites or injures any dog, animal or person (including but not limited to Trainer and his agents and employees), during or after the term of this Agreement, on or off Trainer's Premises, then Client agrees to pay all resulting losses and damages suffered or incurred by Trainer and his agents and employees, and to defend and indemnify Trainer and his agents and employees from any resulting claims, demands, lawsuits, losses, costs or expenses, including attorneys fees.

Client agrees to cause anyone that he brings onto Trainer's Premises (including Client's spouse, adult friends, and the parents of nonrelated children) to execute a copy of the Waiver and Release for Entry to Premises which will be made available by Trainer; as a remedy if Client breaches the foregoing provision, Client will defend and indemnify Trainer and his agents and employees against any claims, demands, lawsuits, losses, costs or expenses, including attorneys fees, brought by or on behalf of any such persons.

7. Termination: At Trainer's sole election, Trainer's duties hereunder shall terminate if (a) in Trainer's sole judgment Dog is dangerous or vicious to Trainer or any other person or animal, or interferes with the training of other dogs, or (b) Client breaches any term or condition of this Agreement. Upon termination in accordance with the foregoing, Trainer's duties shall terminate but all other provisions of this Agreement shall continue in full force and effect. If termination occurs within the first week of training or lessons, Client shall be entitled to a full refund less Twenty Percent (20%) or the sum of _____.

8. Legal Provisions: This Agreement is binding upon Client, the spouse of Client, and the children of Client. This Agreement supersedes all prior discussions, representations, warranties and agreements of the parties, and expresses the entire agreement between Client and Trainer regarding the matters described above. The parties confirm that, except for that which is specifically written in this Agreement, no promises, representations or oral understandings have been made with regard to Dog or anything else. Without limiting the generality of the foregoing, Client acknowledges that Trainer has not represented, promised, guaranteed or warranted that Dog can be trained, that Dog will never bite, that Dog will not be dangerous or vicious in the future, that Dog will not exhibit other behavioral problems, or that the training will last for any particular amount of time. This Agreement may be amended only by a written instrument signed by both Client and Trainer. Any remedy provided in this Agreement is in addition to any and all other remedies provided by law or equity. If any provision of this Agreement is invalid, void or unenforceable, they will be severed and the remaining provisions shall be given full force and effect.

TRAINER

CLIENT

By: _____
