

This document is not to be used as a legally binding document unless it has been re purposed by a qualified lawyer.

TRAINING PROGRAM AGREEMENT

ENTER BUSINESS NAME HERE

Owner Name: _____

Phone: _____

Address: _____

Dog's Name: _____

Age: _____

Breed: _____

Email: _____

Program Name	
Program Info	
Commands Covered	
Behavior Modification	
Credit Card #	

Payment Date								
Payment Amount	Down Pmt.							
	\$			\$			\$	
Lesson M/D	/	/	/	/	/	/	/	/
Time:	:	:	:	:	:	:	:	:
Expiration Date	Your training program will expire if your sessions are not used before / /							

THIS AGREEMENT is made between the undersigned dog owner (hereinafter referred to as “**Owner**”) and _____(hereinafter referred to as “**Trainer**”), and the parties hereto agree as follows:

TRAINER: **Trainer** agrees to provide professional, precise, efficient, and effective dog training techniques to both Owner and dog, using safe and humane training methodology.

Trainer agrees to provide such training, so long as the dog is of sound physical and emotional health and so long as **Owner**/handler follows Trainer’s instructions, practices regularly with his/her dog, and completes the entire course of instruction.

Trainer, its agents, owners, trainers and/or anyone acting on Trainer’s behalf, makes no representation, warranty, or guaranty of improvement to the dog’s behaviour or demeanour, and assumes no responsibility or liability for any unwanted change in demeanour or nature of the dog’s behaviour during or subsequent to the prescribed course of training.

OWNER: Owner does hereby hire **Trainer** for dog-training services to Owner and Owner's dog/s specified above, for the sum and under the terms specified above.

Owner understands that numerous factors outside the control of Trainer may prevent the dog from retaining the training it receives, and may otherwise interfere with and/or sabotage the best efforts of Trainer to train the dog and owner, including but not limited to the environment in which the dog is kept, the manner in which the dog is treated or used, and the personality of the dog.

Owner understands that Owner is required to practice with the dog a minimum of **one half hour a day**, in addition to the actual training sessions provided by Trainer, during the entire training period of the program. **Owner** understands and acknowledges that the progress the dog achieves during the training period is dependent, in part, upon the dog's temperament, as well as the consistency of Owner's practicing and implementing the lessons and training Trainer has provided.

Owner expressly agrees to and hereby RELEASES and holds Trainer, its' owners, trainers, and agents acting on Trainer's behalf, harmless with respect to any and all liabilities arising out of the training provided to you and your dog by virtue of participation in the training course including, but not limited to the following: lack of results from the training provided, change in the dog's personality, property damage, bodily injuries to you, the dog, or any other animals or individuals.

Owner understands and agrees to pay the full amount of the program, if Owner fails to complete the course for any reason, and there shall be **no refund** of any money previously paid.

Owner understands that the down payment is **non-refundable** under any circumstances.

PROGRAM CANCELLATIONS: Upon signing of this agreement, **Owner** shall have **two (2) days/48 hours**, from the date of signing this agreement to cancel this contract and shall be liable only for the above listed down payment, plus the individual cost for each training sessions provided by Trainer, if any.

If **Owner** decides not to proceed with any of the programs offered by Trainer, no further fee beyond the above down payment shall be due.

Cancellation or failure on the part of Owner to complete the full prescribed program does not release Owner from payment of the entire balance due under the program.

Owner understands and agrees that Trainer may terminate Owner and the dog from the training course for good cause, at the sole discretion of Trainer. "Good Cause" is defined to include, but is not limited to the following circumstances:

a. Failure to pay program fees on time;

- b. Frequent lesson cancellations;
- c. Lack of regular and/or proper practice by Owner with the dog in training;
- d. Evidence that the dog is being mistreated or is being kept in an environment not conducive to learning; and
- e. Misconduct of the Owner (e.g. sexual harassment to trainer, words/acts of disrespect to trainer, or expectations of unreasonable or achievable results).

Owner understands and agrees that, if terminated from the training course by Trainer, Trainer shall be entitled to retain any and all sums of money paid by Owner.

LESSON CANCELLATIONS: Owner understands and agrees that a **cancellation fee of \$35.00** will be charged to Owner's credit card listed above, for lesson date/time changes if made less than **24 hours** prior to the scheduled lesson time.

TARDINESS: Trainer will wait **15 minutes** for Owner and their dog to arrive at the lesson location. If Owner does not arrive within the 15 minutes, Owner will be responsible for **\$35.00 lesson cancellation fee**, and **authorizes Trainer** to process the fee on the credit card listed above.

If **Owner** arrives within the 15 min. time period, the lesson will be performed for the remainder of the scheduled session with no late fee.

PROGRAM EXPIRATION: Owner understands that, should there be a delay in training due to cancellations, rescheduling, etc. **the remaining portion of the program will expire** on the above mentioned date.

NON-PAYMENT: In the event that the payment is not received within **30 days** of the due date, an additional fee of \$35.00 will be added to the amount due. If payment has not been received within **60 days**, an additional fee of \$75.00 will be added to the amount due. Training will be canceled until full payment is received. If no payment is received within **90 days**, **Owner will be sent to collections.**

DISPUTES: In the event of any disputes between the parties, **Owner** and **Trainer** agree to attend mediation for their dispute. In the event mediation is unsuccessful in resolving any dispute, the parties agree to binding arbitration.

In the event Trainer is required to engage the services of an attorney to enforce the provisions of this agreement or to defend in any litigation brought against Trainer in connection with the training of

said dog, Owner shall be liable for payment of legal fees and litigation costs incurred by Trainer in bringing said action, or defending said action.

This Agreement shall be enforced and interpreted in accordance with the laws of the

_____.

SOCIAL MEDIA: Owner hereby agrees to and allows **Trainer** to photograph, video and use images of Owner's dog for publication and/or promotion. Owner irrevocably grants Trainer the right to distribute, transmit, publish, copy, or otherwise exploit, either in whole or in part, either digitally or in any other medium now known or later discovered, any photographs and or videos of Owner's dog and/or Owner on Trainer's website, blog, YouTube, Facebook, LinkedIn and/or any other internet medium commonly referred to as "social media".

Owner hereby releases and discharges Trainer and its agents, representatives, and assignees from any claim or cause of action, now known or later discovered, for, among other things, invasion of privacy, right of publicity, and defamation arising out of the use and exploitation of the photographs and/or videos.

Owner(s) / Handler(s)

SIGNATURE(S): _____ DATE: _____

BUSINESS NAME

SIGNATURE: _____ DATE: _____