

Dog Training Services Agreement

This Agreement between _____
(hereinafter referred to as "Client") and _____
acting as agent for Pawsitive Speak Dog Training (hereinafter know as "Trainer") pertains to the following:

Dog's name: _____ Breed: _____
(hereinafter referred to as "Dog")

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

Training Fees:

- a. Client agrees to pay Trainer a nonrefundable fee in the amount of \$ _____ for first session and \$ _____ for each follow-up session. OR
- b. Client agrees to pay Trainer a nonrefundable fee in the amount of \$ _____ for a package of _____ sessions, to be paid at first session. All sessions must be completed within _____ from the date of commencement of contract.

Trainer agrees to provide lessons for Client and Dog on a lesson-by-lesson basis, the goal being to teach the Client how to obedience train and work with Dog. These lessons will take place at Client's home. Trainer will make every reasonable effort to help Client achieve training and behavior modification goals but makes no guarantee of Dog's performance or behavior as a result of providing professional animal behavior consultation. Client understands that he/she and members of the household must follow Trainer's instructions without modification, work with dog daily as recommended, and constantly reinforce the training being given to Dog.

If Dog causes property damage, or bites or injures and dog, animal or person (including but not limited to Trainer and her agents), during or after the term of this agreement, then Client agrees to pay all resulting losses and damages suffered or incurred by Trainer and her agents, and to defend and indemnify Trainer and her agents from any resulting claims, demands, lawsuits, losses, costs or expenses, including attorney fees. If Dog is injured in a fight or in any other manner during or after the term of the agreement, Client assumes the risk and agrees that Trainer should not be held responsible for any resulting injuries, losses, damages, costs or expenses.

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.

This Agreement is a bidding upon Client, spouse of Client, and 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 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 results of 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.

Executed on this _____ day of _____, 2 _____.

Trainer:

Client:

(print name)

(print name)