



Dog Training Services Agreement

This Agreement between

Client's Name		Phone Number	
Address			
Email			
Names of additional person(s) handling Dog		Age	
		Age	
		Age	
Emergency Contact		Phone Number	

hereinafter referred to as "Client" and Smarty Dog Training (hereinafter known as "Trainer") where group classes, private consultations or lessons, workshops, or other related activities (hereinafter known as "Classes") pertains to the following:

Client's Dog(s) hereinafter referred to as "Dog":

Name		Breed	
Age		Spayed	Neutered Intact (M) Intact (F)

By initialing each section, I confirm that I have read and understand the following:

_____ 1. I verify that the above named dog(s) are in good health and to my knowledge have not shown clinical signs of any communicable disease within the last 14 days. In the event my dog(s) contracts a communicable disease during the time he/she is attending this program, I assume the risks and accept responsibility for the costs for all treatments. I also agree to withhold my dog(s) from Classes until he/she has been free of any signs of communicable disease for at least 48 hours. Although risks of acquiring communicable disease are small, I accept them and agree to hold Smarty Dog Training harmless from expenses incurred for treatment. I understand that dogs in heat are not permitted in class however I am encouraged to attend.

_____ 2. I recognize that there are certain inherent risks associated when working with animals, and assume full responsibility for personal injury to myself, any family members involved, including Dog.

_____ 3. In order to establish a safe and healthy environment, Smarty Dog Training requires proof of current vaccinations for Dog. I certify that my Dog has received all core vaccines including Rabies, Distemper, Parvovirus, & Hepatitis vaccinations. Pets which have not completed their entire series of inoculations may not yet be fully protected and, thus, owners of these dogs must accept any risks of infection. I understand that heartworm, flea, and tick preventatives are recommended however not required for Classes. I understand that Bordatella and Leptospirosis vaccines are recommended however not required for Classes

_____ 4. I understand and that pictures may be taken of Client or Dog and I hereby release, discharge and agree to hold harmless Trainer from any and all liability that has or may occur or be produced in the taking of pictures of Client or Dog or any subsequent process thereof, as well as any publication thereof. I hereby waive any right that I may have to inspect or approve the finished product or products or the advertising copy or printed matter that may be used in connection therewith or the use to which it may be applied. I hereby release Trainer from any and all claims for damages for libel, slander, invasion of privacy or any other claim based on use of the above-described material(s).

_____ 5. I agree to abide by all rules and instructions presented during Classes. I agree to follow all state, county, and city leash laws and all state, county, and city pet ordinances.

_____ 6. I understand that Client is responsible for any minors or children and they must be supervised by an adult so the Client or primary handler of Dog can devote their full attention to class.

_____ 7. I understand that only persons who have completed this Dog Training Services Agreement may handle Dog in Classes.

_____ 8. I have read this consent and understand that some risks always exist when groups of dogs are allowed to intermingle. I have been encouraged to discuss any concerns I have about those risks and have had my questions answered to my satisfaction



Payment

Payment must be received prior to first class. Please note that sales tax is applied to purchase of Classes. Smarty Dog Training accepts Cash (receipts by request), Check, or credit card. For good and valuable consideration, the parties agree as follows:

Name of Class			Date & time of Class	M	T	W	Th	F	Sa	Sun
				AM PM						
Cost of Class	Sales Tax		Payment Reference							
	Total									

Services:

Trainer agrees to provide Classes for Client and Dog on a lesson-by-lesson basis, the goal being to teach Client how to train and work with Dog. These Classes will take place at predetermined training facility or location unless otherwise specified. 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 Classes. 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 training being given to Dog.

Cancellation Policy: Payment for Classes is non-refundable and it is the responsibility of the dog's owner to attend the Classes as scheduled. Missed Classes can be made up, however, Client must consult Trainer to schedule said Classes. If Client fails to give at least 24 hours cancellation notice, or is not present at time of scheduled appointment, Classes fees are still due. Refunds of Classes fees will be given only at the discretion of the Trainer. All Classes must be completed within 180 days from the date of commencement of Dog Training Services Agreement or they will be forfeited.

Liability:

I recognize that there are certain inherent risks associated when working with animals, and assume full responsibility for personal injury to myself, any family members involved, including animals which are associated with my family as shown in relevant documentation, and further release and discharge Smarty Dog Training for injury, loss or damage arising out of my or my family's (including associated and above mentioned animals) use or presence upon the facilities of Smarty Dog Training, whether cause by the fault of myself, my family, Smarty Dog Training or other third parties involved. I acknowledge that dogs can be inherently difficult to control and that not all dogs will be under control at all times resulting in the possibility of injury to myself, my dog, my family members, or third parties. Additionally, I have had full opportunity to discuss all concerns I have about the foregoing risks with Smarty Dog Training and its authorized representatives. I have also made all inquiries and investigations to my satisfaction related to such risks, including, but not limited to, an examination of the training area (if applicable). I hereby accept and assume, without reservation, all risks associated with my participation in the Classes, including, but not limited to: the risks of any and all injuries to myself, my dog and any of my family members or third parties who may attend; the risks that my dog may cause injury to other persons and/or dogs while training.

As lawful consideration for participating in the Classes, I, for myself, my heirs, executors, administrators, legal representatives, successors and assigns hereby waive, release, discharge and agree not to sue and to indemnify, defend and hold harmless Smarty Dog Training and their members, managers, agents, and employees from any and all injuries, losses, claims and damages to any person or persons of any nature whatsoever, including claims arising from the Client's own negligence, and all costs associated therewith, including attorney's fees, court costs and consultant fees, arising from my participation in the Classes. I have read this consent and understand that some risks always exist when groups of dogs are allowed to intermingle. I have been encouraged to discuss any concerns I have about those risks and have had my questions answered to my satisfaction.

If Dog causes property damage, or bites or injures any dog, animal, or person (including but not limited to Trainer and Trainer's agents), during or after the term of this Agreement, then Client agrees to pay all resulting losses and damages suffered or incurred, and to defend and indemnify Trainer and Trainer's 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 binding 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 the training will last for any particular amount of time. This Agreement may be amended only by a written instrument signed by both.

Client

Name _____

Signature _____

Date _____

How did you hear about us?	<input type="checkbox"/> Friend	<input type="checkbox"/> Facebook	<input type="checkbox"/> Internet	<input type="checkbox"/> Rescue	<input type="checkbox"/> Paws 4 Fun
	<input type="checkbox"/> Event	<input type="checkbox"/> Veterinarian	<input type="checkbox"/> Other		
Please describe your goals for the class					
Please list or describe any behavior concerns					
Has your dog ever bitten a person? If so please describe:					
Has your dog ever bitten another dog? If so please describe:					
Has your dog ever bitten or killed an animal? If so Please describe:					
Is there anything else you'd like us to know about your dog?					