



IN-HOME DOG TRAINING SERVICE AGREEMENT

This Agreement between _____ (hereinafter referred to as “the Client”), the Client’s Dog _____ (hereinafter referred to as “the Dog”) and Pawsitively Polite Dog Obedience Training, LLC (hereinafter known as “the Trainer”) pertains to the following:

Services:

The Trainer agrees to provide private lessons for the Client and the Dog, the goal being to teach the Client how to train and work with the Dog. These lessons will take place at the Client's home or in another location at the Trainer’s or the Client’s choosing. The Trainer will make every reasonable effort to help the Client achieve training and behavior modification goals but makes no guarantee as to the Dog’s performance or behavior as a result of providing professional training or animal behavior modification. The Client understands that he/she and members of the household must follow the Trainer’s instructions without modification, work with the Dog daily as recommended, and constantly reinforce training prescribed for the Dog.

Cancellation Policy:

If the Client fails to give at least 48 hours to notify the Trainer that he/she has to cancel a session or is not present at the time of a scheduled session, the session will be counted as a used session and will not be refunded.

Weather Policy: If training is taking place outdoors, the Trainer may notify the Client in as little as 4 hours prior to the session if weather isn’t favorable for training. If the session can be moved indoors, there will be no need to reschedule. If the session cannot be moved indoors, it will be rescheduled at the next most convenient time for both parties.

Cell Phone Policy:

No cell phone/mobile device, TV, radio, and/or any other distraction will be allowed that can take away the Client’s attention from observing, listening, and/or handling the Dog during training sessions. Please have cell phones either silenced or turned off completely prior to the start of any evaluation or session.

Liability:

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

should not be held responsible for any resulting injuries, losses, damages, costs or expenses. The Trainer will take all reasonable and necessary precautions during the training process.

Liability – continued:

All behavioral advice and training suggestions are provided to the Client at the Client's own risk. Use of this information is voluntary and the Trainer is not responsible for injury to another human or animal. The Client is responsible for the actions of the Dog at all times. The Trainer is not responsible for any injuries or expenses resulting from socialization or training. The Dog may be injured by participating in physical exercises such as running, jumping, chasing a ball, being in the presence of other dogs, or being in the presence of other humans. The Client hereby indemnifies and holds the Trainer harmless. The Trainer will take all reasonable and necessary precautions during the training process.

Refund policy:

All fees must be paid in full prior to the start of training. Fees paid for training are non-refundable, without exception. Dog training is a service-based business and there is no way to "return" a service. Even if the Client decides not to complete all sessions or utilize all features of the training program they purchase, no credits or partial refunds will be given. If, for reasons outside the control of Pawsitively Polite Dog Obedience Training, LLC, the Client is unable to complete his/her lessons within a 6-month period, the incomplete portion of the training program shall be considered forfeited. Conditions of this agreement leading to termination without refund include:

- not adhering to the Trainer's recommendations
- using non-approved equipment
- taking the Dog to dog parks/doggie daycare prior to the Dog's readiness, as deemed by the Trainer
- allowing the Dog to greet non-household dogs/people prior to the Dog's readiness, as deemed by the Trainer
- allowing the Dog freedom to roam the Client's home prior to the Dog's readiness, as deemed by the Trainer
- using non-approved techniques and methods
- following other advice from friends, family, the internet, etc.

At the Trainer's sole election, the Trainer's duties hereunder shall terminate if:

- in the Trainer's judgment, the Dog is vicious or hazardous to the Trainer or any other person or animal.
- the Client breaches any term or condition of this Agreement.

Upon termination in accordance with the foregoing, the Trainer's duties shall terminate but all other provisions of this Agreement shall continue in full force and effect.

This Agreement is binding upon the Client, spouse of the Client, and children of the Client. This Agreement supercedes all prior discussions, representations, warranties, and agreements of the parties, and expresses the entire agreement between the Client and the Trainer regarding the matters described above. The parties confirm that, except for what is specifically written in this Agreement, no promises, representations or oral understandings have been made regarding the Dog or anything else. Without limiting the generality of the foregoing, the Client acknowledges that the Trainer has not represented, promised, guaranteed or warranted

that the Dog will never bite, that the Dog will not be dangerous or vicious in the future, that the Dog will not exhibit other behavioral problems, or that the results of the training will last for any particular amount of time.

Evaluation and goals:

The Trainer and the Client will evaluate the Dog's current skill levels and identify unsatisfactory areas needing improvement. Training will focus on the areas identified as unsatisfactory during the Zoom consultation. In general, the goals for the Dog are to:

1. be in control and polite around other dogs and people but not interact with them.
2. perform basic pet obedience upon command: sit, heel, down, etc.
3. improve upon identified bad habits that may exist, such as chewing, barking, jumping on people, pulling on leash, rushing through doorways, counter-surfing, reactive behaviors, begging for food at the table and/or any other problem behaviors, as described by the Client during the Zoom consultation.

Re-evaluation:

At the conclusion of the training, the Client and the Trainer will re-evaluate the Dog and identify whether the Dog has met the desired goals. If the Dog has not met some goals, the Client and the Trainer will discuss if these goals can be achieved by the Dog with additional training. The Client may agree to, or decline, additional training.

Expectations:

It may not be possible in some cases to achieve all goals. For example, the Dog may have a medical condition that prevents it from being reliably housebroken, or the Dog's temperament may be reactive by nature and not amenable to behavior modification. The Trainer will notify the Client if any areas are identified where goals need to be modified. In most cases, however, all goals should be achievable given appropriate time and the Client's compliance with homework.

Maintenance of Goals:

The Client recognizes that reinforcing trained behavior is essential to maintain trained behavior. For this to occur, the following must be observed:

1. The Client must understand the basic principles of training (as explained by the Trainer).
2. The Client must apply the basic principles of training.
3. The Client must not interact with the Dog in a way that rewards bad behavior and/or punishes good behavior.
4. The Client must not give commands they are not ready to reinforce if the Dog does not perform.

Spaying and Neutering:

During the Zoom consultation, the Client will be asked by the Trainer if the Dog is spayed or neutered; if the Dog is not spayed or neutered, appropriate precautions will be taken.

Equipment and Methods Used:

The Trainer uses positive reinforcement (rewards such as food, praise, affection) to strengthen the display of appropriate behavior, and negative punishment (removing the Trainer's eye contact and attention from the Dog, withholding positive reinforcement) to extinguish the display of inappropriate behavior. These are all used in different configurations depending on the goals to be achieved and the place in the Dog's training. The Trainer may recommend to the Client to get special equipment (Gentle Leader to deter leash-pulling, ultrasonic device to deter barking, Scat Mat to deter counter-surfing). At no time will the Trainer use any physical force or verbal abuse to achieve the Dog's compliance.

This Agreement may be amended only by a written instrument signed by both the Client and the Trainer.

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Photo/Video Release:

I hereby assign and grant to Pawsitively Polite Dog Obedience Training, LLC the right and permission to use, reproduce, distribute, and publish the photograph(s), film(s), videotape(s), audio and video recording(s), electronic representation(s) and/or sound recording(s) made of me and/or my dog at any time during training by Pawsitively Polite Dog Obedience Training, LLC, and I hereby release Pawsitively Polite Dog Obedience Training, LLC from any and all liability resulting from such use, reproduction, distribution, and publication. I hereby authorize the reproduction, sale, distribution, copyright, exhibit, broadcast, and/or electronic storage of any and all such photograph(s), film(s), videotape(s), audio and video recording(s), electronic representation(s) and/or sound recording(s) without limitation at the discretion of Pawsitively Polite Dog Obedience Training, LLC and I specifically waive any right to any compensation I may have for any of the foregoing.

Client's signature

Date Signed

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Liability Waiver

As a condition of my dog's participation in training with Pawsitively Polite Dog Obedience Training, LLC, I agree to waive all claims against Pawsitively Polite Dog Obedience Training, LLC and to indemnify and hold Pawsitively Polite Dog Obedience Training, LLC, its officers, agents, and independent contractors, harmless from any and all liability or claims I may have or that any other person or entity may have because of any death, bodily injury, personal injury, or because of any loss to property that may arise out of, or in any way be connected with, my dog's training.

My signature indicates I have read this agreement in full and agree to abide by all aspects contained within it.

Client's signature

Date Signed