



PRIVATE TRAINING SERVICES AGREEMENT - COACHING

This Agreement between _____ (hereinafter referred to as "Client") and Elizabeth F. Ford, CPDT-KA, KPA-CTP acting as agent for Best Friends Dog Academy, LLC (hereinafter known as "Trainer") pertains to the following:

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

Breed(s): _____ **Age(s):** _____

Gender(s): M F **Spayed/Neutered?** Y N

Medical issues/medications (include dosage/frequency)/allergies:

Brand and type of food/special dietary needs/food allergies:

Fed _____ **times per day/amount:** _____

Veterinarian's name and phone number:

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

Health/Medical: Client shall provide documentation of up-to-date vaccinations including Rabies, DHLPP (or other distemper combo) OR titer results. Dog must be heartworm negative, on preventive medication for heartworm, and on monthly flea/tick preventative. Client agrees that if at any time Trainer deems that Dog needs urgent veterinary care, Dog shall immediately be taken to a local veterinary clinic. If veterinary care is not deemed urgent, every attempt will be made to notify client before bringing Dog to veterinarian. Client agrees to pay any associated veterinary bills.

Training Fees: Client agrees to pay Trainer a nonrefundable fee in the amount of \$125.00 for each one hour training session, \$285 for a package of three one hour training sessions (to be scheduled within 6 months of initiation of this agreement) or \$570 for a package of 6 one hour training sessions (to be scheduled within 12 months of initiation of this agreement). Fees are payable in advance of commencement of each training session or package.

Services: Trainer agrees to provide one-on-one training for Dog at Best Friends Dog Academy LLC (hereinafter referred to as "Facility") or at Client's home, or elsewhere as arranged on a lesson-by-lesson basis. The purpose of each training session is to instruct Client on how to work with Dog on behaviors that have been taught. Trainer will make every reasonable effort to help Client achieve training and behavior modification goals, but makes no guarantee of Dog's future performance of 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 consistently reinforce training being given to dog.

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Client understands that without practicing and reinforcing these behaviors, they will naturally become less reliable over time.

Cancellation Policy: Notice to trainer must be given, via email or telephone, at least 48 hours prior to the scheduled session, in order to reschedule the session. Refunds are not given; the payment is applied to a future session. Dogs learn best when training is consistent. We strongly encourage keeping to the set training schedule, in order to set your dog up for success.

Liability: Trainer agrees to exercise due and reasonable care of Dog. However, Trainer is not liable for loss or damage from disease, death, running away, theft, fire, injury to persons, other dogs, or property by Dog during or after the term of this Agreement. Client agrees to pay all resulting losses and damages suffered or incurred, and to defend and indemnify Trainer, her employees and agents from any resulting claims, demands, lawsuits, losses, costs or expenses, including attorney fees.

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.

Best Friends Dog Academy LLC and Trainers have my permission to use photographs or video of me, my dog(s), and/or my minor child/children at any event or location for use and publication in brochures, newsletters, and multimedia materials, including but not limited to print, website, social media, and instructional classes or workshops which may be used to promote Best Friends Dog Academy LLC. By signing this agreement I release Best Friends Dog Academy LLC and agents from any and all rights, demands, claims, actions, or suits which I and my successors, heirs, and assigns may have against Best Friends Dog Academy LLC which may rise from the use and publication of the photographs or video.

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. 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 and Trainer.

I attest that I have read, understand and agree to the above, as well as to the BFDA policies as stated on the website:

Executed on this _____ day of _____, 2_____.

Client (print name)

Client (signature)