

# Dog Training Services Agreement

This agreement between \_\_\_\_\_ (hereinafter referred to as Client) and Uptown Pup LLC and its trainers, employees, agents, and/or assigns, (hereinafter known as Trainer) pertains to the following:

Customer's Dog's Name (hereinafter referred to as Dog): \_\_\_\_\_

**Services:** Trainer agrees to provide private and/or group lessons for Client and Dog on a lesson-by-lesson basis, the goal being to teach Client how to train and work with their Dog using positive-reinforcement methods. 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 the Dog daily as recommended, and constantly reinforce training being given to Dog. Client agrees to avoid using the following types of tools during full contract period with trainer: pinch or choker collars, electric or shock collars, retractable leads, and other aversive methods/tools. There may be a travel cost charged to Private Session Clients whose homes are outside a 5-mile radius of Uptown Pup. Trip charge will be paid in advance of sessions and will be at current IRS rate per mile.

**Cancellation Policy:** For private sessions, if Client fails to give at least 24 hours cancellation notice, or is not present at time of scheduled appointment, the session is forfeited and should be rescheduled for another date and paid in full at agreed upon rate. For no-show situations, Trainers will wait 15 minutes and make a reasonable effort to contact client. If client arrives late to session, that time is waived and the remaining time for the session will be finished. For group classes, missed sessions will be forfeited and Trainer will provide the customer with coursework for that session. Trainers reserve the right to cancel without 24-hour notice, though they will make their best efforts to cancel as far in advance as possible. Sessions for which the Trainer has cancelled will be rescheduled at no additional cost to Client.

**Liability:** If Dog causes property damage, or bites/injures any dog or person (including but not limited to Trainer and other Clients), 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 from resulting claims, demands, lawsuits, losses, costs or expenses, including attorney fees. If Dog is injured in a fight or other manner during or after the term of the Agreement, Client assumes the risk and agrees Trainer will not be held liable for resulting injuries, losses, damages, costs, or expenses.

At Trainer's sole election, Trainer's duties hereunder shall terminate if (a) in Trainer's judgment, Dog is dangerous to Trainer or other persons or animals, 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, and spouses, children or agents 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 the 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 and Uptown Pup.

**Fees:** Client agrees to pay Trainer a nonrefundable fee in the amount detailed below, in advance of first session. All sessions must be completed within 180 days from date of commencement of contract or they will be forfeited. No refunds will be provided after courses commence.

**Proprietary content notice:** Uptown Pup training content is proprietary information and remains the sole property of Uptown Pup (UP). Training class clients, class participants, and/or their representatives are not permitted to record,

copy, distribute, or share any UP training instructions, handouts, audio, video, online or other content, without written consent of UP and the class instructor. This includes, but is not limited to, sharing proprietary content on social media, sharing with third parties, or sharing for promotional purposes. Clients may record and share photos or video of their own dogs during sessions, but not of dogs belong to other clients or class participants.

\_\_\_\_\_ **Class @ Uptown Pup**

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

Trainer Printed Name: \_\_\_\_\_ Trainer Signed Name: \_\_\_\_\_

Client Printed Name: \_\_\_\_\_ Client Signed Name: \_\_\_\_\_