

Private Canine Obedience Training Service Contract

Owner's Name: _____

Home Phone: _____ Cell: _____ Work: _____

Address: _____

Dog's Name: _____ D.O.B.: _____ M: ___ F: ___

Spayed/Neutered: Yes ___ No ___

Has your dog had any previous obedience training? Yes ___ No ___

If yes, when, what type (Basic, Agility, etc.), and for how long?

From: _____ to _____

Type: _____

Passed ___ Failed ___

If your dog failed the course/courses, what was the cause?

What type of training are you currently seeking for your dog?

Basic Obedience ___ Support/Therapy Animal ___

If you are seeking Support/Therapy Animal training, what type of training do you require?

Physical ___ Emotional ___ Both ___

If “both”, please describe:

Does your dog currently exhibit any unwanted behaviours? Yes ___ No ___

If yes, please use this space to describe problems: (e.g. nipping, biting, taking food, etc.)

Dog Performance Waiver

I understand that Holly Goddard (hereafter known as the Trainer) and Happy Dawgs Obedience Training (hereafter known as the Company) will make every reasonable effort to help me achieve the training and behaviour modification goals for my dog as set out during the first consultation, but makes no guarantees of my dog's performance or behaviour as a result of providing professional training and/or behaviour modification services.

I also understand that I, and the members of my household, must follow the Trainer's instructions without modification, work with my dog daily as recommended, and constantly reinforce the training being given to my dog. I further understand that my dog's behaviour is not static and that my dog will not continue to perform trained behaviours without ongoing and consistent practice. My dog's success or failure to perform the lessons taught by the Trainer is ultimately my responsibility.

Initial here: _____

Liability Waiver

I understand that the Trainer will endeavour to create as safe an environment as possible for the training of my dog and will offer only sound, safe, and responsible training and training instructions. I also understand and accept that the Trainer does not use or condone the use of prong collars, choke/pinch collars, shock collars, or any other similar devices designed to minimize or stop unwanted behaviours, and I agree not to use any of the aforementioned devices during training sessions with the Trainer.

I recognize, understand, accept, and agree that the Trainer is not responsible for any unintentional errors, omissions, or incorrect assertions, and that the recommendation of any other product or service is not a guarantee of my satisfaction with that product or service.

I recognize, understand, accept, and agree that I am and will remain responsible for the actions of my dog at all times. Therefore, I hereby agree to permanently and forever indemnify and hold harmless the Trainer and the Company (including family members, and any and all of its agents) of any and all claims of injury, expense, costs, or damages to persons, property, or other animals caused by the actions of my dog while under the instruction and control of the Trainer, and under my own care as a result of following training instructions.

Initial here: _____

Publication Agreement

I hereby authorize, permit, consent and give permission to Holly Goddard and Happy Dawgs Obedience Training to take pictures and/or videos of my dog, me, and/or any members of my household that are of or over the legal age of eighteen (18) years to use in promotional materials, training videos, and on website pages belonging to Holly Goddard and Happy Dawgs Obedience Training. This agreement is validated by the signatures below in total and as approval for future services without additional written authorization:

Date: _____

Signature: _____

Date: _____

Signature: _____

Date: _____

Signature: _____

Date: _____

Signature: _____

Aggression Clause

By my initials at the bottom of this paragraph, I acknowledge that the Company has determined that my dog[s] is, are, or may be aggressive. The Company has fully explained that since the outcome of any training or counseling program cannot be guaranteed and the aggressive behavior on the part of my dog[s] is or may become a risk to people and/or other dogs or other animals, my decision to enroll in a training program is done solely and completely at my discretion and I am fully and completely responsible for any damage my dog[s] might cause to any people or other animals during or after the training program. The Company does not promise to solve or curtail my dog's aggressive behavior.

I understand, accept, and agree to take all possible safety measures recommended by my trainer, including but not limited to muzzling and leashing my dog[s] when around other dogs and/or other people.

I understand, accept, and agree that I am being taught to train my dog[s] and that without my full and complete cooperation with the Trainer, my dog[s] will not get trained. I have read and I understand that all training is contingent upon my willingness to handle and work the dog[s] as described above.

Initial _____

Terms and Conditions

1. Payment to the Trainer for training services is required at the start of each session and must be paid in full.
2. Payment for training services provided is non-refundable.
3. Cancellations must be made 24 hours in advance. The Company is only obligated to provide a total of two [2] free make-up lessons due to Owner postponements. If the Owner has pre-purchased a block of lessons, after the second Owner postponement, each additional Owner postponement will count as one (1) of the remaining lessons owed to the Owner. Additional makeup lessons may be purchased at \$_____ per lesson. The Owner understands, accepts, and agrees that failure to provide twenty-four (24) hours' notice of a lesson cancellation will result in the Company counting said failure as a completed lesson with the full amount owed by the Owner to the Company for said lesson.
4. The use of shock collars, prong collars, and/or other similar devices designed to minimize, stop, or prevent unwanted behaviours, the use of violence or physical force (e.g.: hitting, kicking, pinning, and etc.), and/or yelling at or verbally abusing the dog in any way is strictly prohibited. Incidents of violence will result in the immediate termination of training and a report to Animal Control Services.
5. The Owner must inform the Trainer of any and all existing or possible behavioural issues with the Canine named in this Contract during the initial consultation.
6. The Canine named in this Contract, and any and all other canines owned by the Owner, must be current and up to date with all vaccinations (Rabies, Bordatella, DHPP Booster) and have no known contagious or infectious illnesses. If the Canine named in this Contract has known medical issues that may be negatively affected or triggered by any or all of the methods used by the Trainer, the Owner must notify the Trainer during the initial consultation.
7. If the Owner is a minor child or young adult under the legal age of eighteen (18) years, a parent or legal guardian must be present during any and all training sessions – no exceptions.
8. Where the Canine named in this Contract is being trained as a Support animal (also known as a Therapy Animal), if the Owner is not the person requiring the Support Animal, both the Owner and the person, hereafter called “the Patient”, must be present during training sessions.
9. The Owner understands and accepts that the training of the Canine named in this Contract is not without possible risk of injury to themselves, their family, or any guests who may be present

during training sessions. The Owner further accepts that the Trainer is not responsible for any injury or injuries caused by the Canine named in this Contract during those training sessions.

10. The Owner also assumes full and complete responsibility for any and all risks, injuries, and/or damages known and unknown which might occur as a result of participating in training sessions with the Trainer.
11. The Owner knowingly, voluntarily, expressly, permanently and forever waives any past, present, or future claim they may have against the Trainer and the Company (including its employees, owners, family members, and agents) for any injuries or damages the Owner, their family, any guests, or the Canine itself might incur as a result of participating in the training sessions. The Owner also waives and releases the Trainer and the Company (including its employees, owners, family members, and agents) from and accepts full and complete responsibility for any and all liability of any nature, or any damage which the Canine, the Owner, or any family members or guests may suffer while taking part in any training session held by the Trainer. This includes, but is not limited to, any injury or damage resulting from any canine not included in the training session.
12. The Owner, their heirs, and legal representatives forever release, waive, discharge, and covenant not to sue the Trainer and the Company or its employees, owners, family members, or agents for any injury or death caused by their negligence or other acts during the training of the Canine named in this Contract either in the home or in any surrounding area.
13. The Owner understands and accepts that the Trainer and the Company is not covered by any insurance company, at present, which would insure them for the exercise, training, or caring for the Canine named in this Contract without the Owner being present. The Owner accepts full and complete responsibility for any risks, injuries, or damages known or unknown which the Canine named in this Contract might incur to itself or towards any other animal, person, or property while in the presence of the Trainer and the Company.
14. The Trainer retains the right to terminate training of the Canine named in this Contract if the Trainer determines the Canine to be vicious or otherwise dangerous to the Trainer or any other person or animal, if the Canine negatively interferes with the training of any other dogs, or if the Owner breaches any of the conditions noted in Section 4 of this Contract. Upon termination, the Trainer's duties will terminate, but all other conditions of this Contract will remain in full force and effect.
15. In the event that either party deems it necessary to employ legal counsel to protect its rights under this Agreement, the prevailing party agrees to pay all expenses including but not limited

to costs and reasonable attorney's fee. This Agreement represents the full and only Agreement between the parties. The terms and conditions set forth in this Agreement cannot be modified or changed in any way unless agreed to, in writing, by both parties.

Signed this ___ day of _____, 20__

Signature of Owner _____

Witness _____