



Best In Dog, LLC

Training Waiver

Please read the following waiver carefully, sign, and return to your trainer with your client information form.

I have completed the client information form and certify that all the information provided about my dog is accurate to the best of my knowledge. _____ (initial)

I verify that my dog is healthy and free of contagious disease, to the best of my knowledge, and my dog is current on his/her rabies vaccination. _____ (initial)

This Agreement between _____ (hereinafter referred to as "Client") and Best in Dog, LLC (hereinafter known as "Trainer") pertains to the following:

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

The parties agree as follows:

Training Fees:

- Client agrees to pay Trainer a nonrefundable fee in the amount of \$90 for a personal consultation and evaluation of Dog. This takes approximately one hour.
- If Client purchases a package of _____ one hour sessions for \$_____ and pays in full at the time of the consultation, the consultation fee is waived. All sessions must be completed within 180 days from the date of commencement of contract or they will be forfeited.
First session scheduled for _____.
- If Client chooses to purchase sessions on a session by session basis for \$ _____ an hour, the consultation fee is not waived. The session fee is due at the time the session is scheduled.

Services:

Trainer agrees to provide private sessions for Client and Dog with the goal being to teach Client how to train and work with Dog. These sessions will take place at Client's home or another appropriate venue as determined by Trainer and Client. 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. Client understands that he/she and members of the household must follow Trainer's instructions without modification, work with dog daily as recommended, provide a consistent environment as instructed, and consistently reinforce training being given to Dog. The keys to success are positive reinforcement, patience, and consistency.

Cancellation/Refund Policy:

Trainer requires a minimum of 24 hours notice to cancel or reschedule an appointment. If Client fails to give at least 24 hours cancellation notice, or is not present at time of scheduled appointment, the session will count and training fees will not be refunded.

Liability:

Client understands that he/she is ultimately and always responsible for the Dog’s safety and the public’s safety. Client assumes 100% responsibility for Dog and Dog’s actions. 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.

At Trainer's sole discretion, 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 (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 members of the Client’s household, including but not limited to the 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 not exhibit behavioral problems, including biting, 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.

Consent for photographing, video or audio recording:

Please initial if you give consent to have dog training sessions photographed, video or audio recorded by Trainer and shared on the Trainer’s website or social media. _____

I agree to the terms of this contract and verify that all information provided above is true. I hereby acknowledge and agree that I have read this contract, understand its terms and agree to all provisions by submitting this form to Best In Dog, LLC.

Executed on this _____ day of _____, 20_____

Trainer: _____
(print name)

(signature)

Client: _____
(print name)

(signature)