**Dog Training Services Agreement**

This Agreement between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “Client”) and Joel Gutierrez acting as agent for Beyond Basic Dog Training (hereinafter known as “Trainer”) pertains to the following:

**Client’s Dog (Name):**  **Breed**: **Age: Color:**

(hereinafter referred to as “Dog”)

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

**Training Fees:**

1. Client agrees to pay Trainer a nonrefundable fee in the amount of $\_\_\_\_\_\_\_\_ for first session (approximate length \_\_\_\_\_\_\_\_\_\_\_\_ and $\_\_\_\_\_\_\_\_ for each follow-up session (approximate length \_\_\_\_\_\_\_\_\_\_\_\_). OR
2. Client agrees to pay Trainer a nonrefundable fee in the amount of $\_\_\_\_\_\_\_\_ for a package of \_\_\_\_\_ sessions (approximate length \_\_\_\_\_\_\_\_\_\_\_\_ each) to be paid at first session. All sessions must be completed within \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ from the date of commencement of contract or they will be forfeited.
3. Client agrees to pay Trainer a nonrefundable fee in the amount of $\_\_\_\_\_\_\_\_ for Away from Home Training for a total of \_\_\_\_\_\_\_\_ weeks stay at Trainer’s home. Away from Home Training will take place starting on \_\_\_\_\_\_\_\_\_\_\_ and ending on \_\_\_\_\_\_\_\_\_\_\_\_\_. An additional \_\_\_\_\_\_\_\_\_ free session/s are included which must be scheduled by Client within \_\_\_\_\_\_ weeks after Dog returns home or considered null and void.
4. Client agrees to pay Trainer a nonrefundable fee in the amount of $\_\_\_\_\_\_\_\_ for Drop Off Training for a total of \_\_\_\_\_\_\_\_\_ (consecutive) days. Drop Off Training will take place starting on \_\_\_\_\_\_\_\_\_\_\_\_\_ and ending on \_\_\_\_\_\_\_\_\_\_\_\_\_.

**Services:** Trainer agrees to provide private lessons for Client and Dog on a lesson-by-lesson basis, the goal being to teach Client how to train and work with Dog. These lessons will take place at Client's home. 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 dog daily as recommended, and constantly reinforce training being given to Dog. For Away from Home Training, training will take place at Trainer’s home where Trainer will work to achieve training and behavior modification goals but make no guarantee of Dog’s performance or behavior as a result of providing professional behavior modification.

**Cancellation Policy:** If Client fails to give at least 24 hours cancellation notice, or is not present at time of scheduled appointment, session fees are still due. For a package deal, the session will still be counted as one session. After three cancellations the contract is considered null and void.

**Liability:** 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. If Dog is injured in a fight or in any other manner during or after the term of the Agreement, Client assumes the risk and agrees that Trainer should not be held responsible for any resulting injuries, losses, damages, costs or expenses.

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.

This Agreement is binding upon Client, 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 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.

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

 Trainer: Client:

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 (print name) (print name)

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 (signature) (signature)