

Board & Train Agreement

Client Information (the “Client”, “Owner”, “You”, or “Your”)

Name _____

Address _____

City _____ State _____ Zip Code _____

Phone _____

Dog Information (the “Dog”)

Name _____ Breed _____

Age _____ What is your dog’s sex? male / female Is your dog spayed/neutered? yes / no

If no and female, what is the date of the last heat cycle? _____

Veterinarian Information Clinic Name _____ Phone _____

Client makes the following representations about their Dog:

- ☐ The undersigned represents all the owners of the Dog.
- ☐ Client is fully authorized to enter into this Agreement and to contract for services regarding the Dog.
- ☐ Dog has been vaccinated against rabies, DHLPPC, and Bordetella and the vaccinations are current.
- ☐ Dog is in good health.
- ☐ Dog is friendly toward children and adults.
- ☐ Dog is friendly toward other dogs and other animals.
- ☐ Dog has never bitten a person.
- ☐ Dog has never escaped or ran away.
- ☐ Dog has not had heat exhaustion in the past.
- ☐ Dog has never been declared as dangerous or aggressive.
- ☐ Dog is on flea, tick preventative, and heartworm medication.
- ☐ Dog is microchipped and the microchip is registered and active.

Notes:

Trainer Expectations and Responsibilities:

_____ [“Owner”] hereby retains
Elena’s K-9 [“Trainer”] to train _____ [the "Dog(s)"] under the following terms
and conditions:

Location

The dog(s) will stay at the training facility during training, and the trainer will take reasonable steps to keep the dog safe, comfortable, appropriately exercised, and happy. The trainer will, if necessary, take the dog to locations and property for socialization, training and veterinary care.

As part of the training and for proper socialization your dog will be taken to stores and walked in subdivisions. We also will take dogs on trails, parks and in water.

Do you authorize your dog to be taken to local parks and on local trails for training?

Yes or No _____ (your initials)

Do you authorize your dog to be allowed to swim in lakes and fresh water creeks?

Yes or No _____ (your initials)

Equipment and Methods Used

Trainer may use a combination of positive reinforcement techniques along with a variety of tools including prong and e-collar training. These are all used in different configurations depending on the goals to be achieved and the place in the dog's training.

Training

The Trainer will work with your dog a minimum of two (2) sessions per training day. Owner understands that during the 28 day training period the Trainer may have days off work. The total amount of training time will always be such that Trainer keeps dog on track to achieving goals. Owner understands and agrees that the length of training required, and what can be accomplished, depends in part on the Dog’s prior experience and capacity to learn. The owner also understands and agrees that obedience training generally requires 28 days, but may take longer in some cases.

Refunds

Training Payment is Not Refundable No refunds are available on Board & Train Packages. Trainer will be available for phone calls and emails for a 3 month period after the Board & Train to help the owner maintain training.

Evaluation and goals

The trainer and the owner will evaluate the dog's current skill levels and identify unsatisfactory areas needing improvement. Training will focus on the areas identified as unsatisfactory during the initial evaluation. In general, the goals for the dog are:

1. To be in control and polite around other dogs and people.
2. To perform basic pet obedience upon command: sit, heel, come, down, leave it, free, stay, etc.
3. Perform off leash and on leash basic obedience commands in real-life scenarios, such as: Sit-stay as a door is opened; Leave It while passing another dog.
4. To improve upon identified bad habits that may exist, such as chewing, barking, jumping on people, rushing through doorways, counter-surfing, protective behaviors, and begging for food at the table, as described in the client interview.

Re-evaluation/ Transfer Session

Transfer Session scheduled for the Dog's go-home day will review with the owner training to be implemented at home to maintain training goals. Transfer Session is to show Owner the dog's new skills, and to instruct owner how to practice and how to integrate those skills into daily life and support them with positive reinforcement.

The owner and the trainer will re-evaluate the dog and identify whether the dog has met the goals. If the dog has not met some goals, the owner and trainer will discuss whether these goals can be achieved by the dog with at home training and will consider additional training.

Expectations

It may not be possible in some cases to achieve all goals. For example, a dog may have a medical condition that prevents the dog from being reliably housebroken, or the dog's temperament may be aggressive by nature and not amenable to behavior modification. The trainer will notify the owner if any areas are identified where goals need to be modified. In most cases, however, all goals should be achievable given appropriate time and owner's compliance with homework.

Trainer makes no guarantee on results of training.

Client agrees that training is a process and that without following through on instructions and at home post board and train may not yield desired results.

Owners Expectations and Responsibilities

Maintenance of Goals

The owner recognizes that this training will result in the dog obeying the trainer, and that this will not train the dog to obey the owner. In order for the dog to obey the owner, the following must occur:

1. The owner must understand the basic principles of training (covered in the transfer session).
2. To use the cues (commands) supplied by Trainer and to integrate training into daily life.
3. The owner must not interact with the dog in a way that rewards bad behavior and/or punishes good behavior.
4. The owner must regularly train the dog to maintain the level of training achieved.

Fee

The fee for the training described in this contract for board and train is for the four week minimum with 1 transfer private lesson on a pick up day. Fee is due in full at the drop of.

Dog Food & Other Items for the Dog

Owner acknowledges that the dog's food and any needed medication for the duration of the stay is the Owner's responsibility and should be dropped off with the dog. Please plan to provide one extra week of food than planned stay in case we feed more, dog must stay a couple extra unplanned days. If there is no sufficient food for your dog, food fee of \$150 will be due at pick up.

The Owner acknowledges that he/she may also drop off toys, a dog bed or blankets from home to assist in making the dog as comfortable as possible. However, the Owner acknowledges that there is a chance these items can be damaged or lost. As such, the Owner agrees that trainer will not be held responsible or liable for any lost, stolen or damaged personal property belonging to Owner or his or her dog.

Veterinary Care

If the dog requires non-emergency veterinary care during the training period, the trainer will make a reasonable attempt to contact the owner so the owner can obtain veterinary care for the dog. If the owner cannot be reached or is unable to tend to the dog's need for veterinary care, or in the case of an

emergency, the trainer will arrange on behalf of the owner for veterinary care to which the owner consents as set forth below.

All veterinary fees are the responsibility of the owner. _____ Initial here

If convenient, the trainer will take the dog to the dog's regular veterinarian, but the trainer reserves the right to take the dog to a veterinarian selected by the trainer, using reasonable care in the selection of a veterinarian. Trainer will take all reasonable and necessary precautions during the training process to avoid injury. However, sometimes an illness or condition that was not diagnosed or discovered previously may present during the training period. When this happens, we need to be able to get the emergency care needed. Owner hereby consents to the following veterinary care for the dog and gives the trainer authority to consent to such a treatment as the agent of the owner:

1. In the event that Trainer cannot reach the owners or the owners cannot get to their dog, Trainer will be allowed to make decisions regarding emergency care reasonably required to save the dog's life, to preserve the use of organs or limbs, or to alleviate severe pain.
2. In the event that Trainer cannot reach the owners, Trainer will be allowed to make decisions regarding emergency euthanasia, only if (a) recommended by the veterinarian, (b) the owner cannot be reached after reasonable attempts, (c) treatment is not likely to be successful, and (d) the dog may be suffering or the expense of continued treatment may be unreasonable in light of the likely outcome.
3. If a not serious but contagious (and hindering training) illness is detected, the dog may need to go back to the owner's home for recovery. After that, the dog can return with new dates for training.
4. The owner must arrange all other veterinary care, when possible. The trainer's time and transportation expenses must also be reimbursed. The owner will cover all and any veterinary expenses involved in treatment, medications, hospitalization, and so on.
5. Nondisclosure of any known medical issues with the dog will result in contract termination, and trainer will keep nonrefundable fees or be owed additional fees if Board & Train progressed beyond the first week.

Abandonment

Boarding services will accrue while your dog remains here after the board and train program is completed (generally four weeks). After not hearing from you for more than a week, we will try to rehome the dog, allow a rescue to rehome the dog, or possibly keep the dog as our own. Your abandonment of your dog and/or non payment of services automatically transfers your dog to our ownership or guardianship. You are still liable for any damages or services that your dog incurs during your abandonment.

Photo and Video Release

Owner hereby grants Trainer the absolute right and permission to copyright, use, re-use, publish, and republish videos, photographic portraits or pictures of my pets (listed above) taken during animal behavior consultations, training sessions, and in relation to other animal-behavior contexts. The photos and videos may be used for advertising, marketing, educational, trade, or any other purposes.

Liability Waiver

Liability

All behavioral advice and training suggestions are provided at the client's own risk. Use of this information is voluntary, and Trainer is not responsible for injury to another human or animal. The client is at all times responsible for the actions of their dog. Trainer is not responsible for any injuries or expenses resulting from socialization or training. Trainer is not responsible for any self-inflicted injuries incurred by the dog. Dogs participating in physical exercises may be injured by running, jumping, chasing a ball, around other dogs, around other humans etc. Client hereby indemnifies and holds harmless trainer. Trainer will take all reasonable and necessary precautions during the training process.

Client's Assumption of Risk

Client acknowledges that training Location, and the animals, guests, items and activities there on, pose dangers to people and animals. Such dangers include, by way of example and not limitation: (a) animals that are difficult to control and that may bite, trip, knock down, collide, or fight; (b) natural and man-made hazards (e.g., wildlife, equipment, slippery surfaces, or trip hazards) that may exist on training; (c) hazards associated with travel to and from training; and (d) injury or death of the Dog. Accordingly, Client, on behalf of him/her, his/her family, guests and invitees, assumes the risk of injuries, losses, damages, costs and expenses by any means above described, and other injuries, losses, damages, costs and expenses of every possible cause and description. If Dog is injured or dies in a dog fight or an accident, gets fleas, ticks or worms, contracts any illness or disease, is lost or stolen, or engages in any dangerous, vicious or unwanted behavior, during or after the term of this Agreement, on or off training Location, Client accepts the risk of the same and agrees that trainer shall not be held responsible for it or any resulting injuries, illnesses, losses, damages, costs or expenses whatsoever.

Client's Liability

If Client, its family, guests or invitees, or the Dog causes property damage, or bites or injures any dog, animal or person during or after the term of this Agreement, on or off Premises, then Client agrees to pay all resulting losses and damages suffered or incurred by the trainer, and to defend and indemnify the trainer from any resulting claims, demands, lawsuits, losses, costs or expenses, including attorney's fees.

Dog escape

If your dog escapes or runs away, we will work to find your dog. This will include social media posts, posted signs and notices and other methods that will be helpful to recover your dog. Refunds will be given after 30 days if the dog is not recovered. When dog is recovered, the training can continue. You will be notified immediately if there is an issue with your dog. You are responsible for bringing your dog with a tight-fitting collar that has your name and phone on it. Tight fitting means that you can place two fingers between the collar and the dog's neck. Dog recovery can take a few hours to days.

Termination

At Trainer's sole election, Trainer's duties hereunder shall terminate if (a) in trainer's sole judgment Dog is dangerous or vicious to any 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. No refunds will be given for training under such circumstances. A pro-rated refund determined by Trainer will be given for unused training time cancelled due to reason (a). No refunds will be given for training terminated due to reason (b). Notwithstanding the foregoing, Trainer reserves the right to refuse to provide goods and/or services to Client, at any time and from time to time, at its sole discretion.

NO WARRANTY

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 can be trained, 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 training will last for any particular amount of time.

CLIENT HAS READ, UNDERSTANDS, AND AGREES TO ALL TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

PRINT OWNER NAME HERE: _____

SIGN OWNER NAME HERE: _____

Dated: _____

Board and Train Drop off Checklist:

- Dog
- Tight fitting collar with dog's name and your phone
- Paperwork showing dog's microchip is active and registered
- Vet contact and records
- Any medication
- Food for 30 days
- The signed Board and Train agreement