

# Client Contract

SENSIBLE CANINE, LLC is excited to share our expertise and help train your dog to be a better mannered dog. Please review this form, ask any questions you have, and initial/sign.

This Agreement between SENSIBLE CANINE, LLC (hereinafter referred to as “Company”) and Client Full Name (hereinafter referred to as “Client”) pertains to the following:

## Client’s Dog(s):

(hereinafter, referred to as “dog”)

Name: Name

Breed: Answer Age: Years/months Sex: M/F Spayed/Neutered: Yes / No

Other (Dogs) Names: Name

Breed: Answer Age: Years/months Sex: M/F Spayed/Neutered: Yes / No

The client and the company agree as follows:

## Dog Ownership and Health:

Initials (Initial) Client represents that they are the legal owner of the dog.

Initials (Initial) Client represents and warrants that the dog is and, at all times when training with the Company, up-to-date on their vaccines, in good health, and free of fleas, parasites, and infectious diseases. The Client agrees to promptly inform the Company of any health or behavioral concerns that may impact the dog’s ability to participate in training activities.

## Training Services:

Initials (Initial) While the Company makes every reasonable effort to support the Client in training the dog to meet the client's training and behavior modification goals, the Client understands and agrees that the Company offers no guarantees or warranties of the dog's performance or behavior. The Client also recognizes that animal behavior is unpredictable, and animals may develop unforeseen health or temperament issues, or turn out to be unsuited to the Client's expectations or goals.

Initials (Initial) The Company will provide verbal instruction and demonstrations during the session leaving 10-15 minutes at the end left for the Client and the Company to take down notes. The Company may also send homework, as needed, to supplement the information in the training session. The Client understands they must follow the company's instructions and work with the dog daily since training is an ongoing process and will rely on consistency.

Initials (Initial) The Company will provide consultation and demonstration solely for the household in which the dog resides. If instruction is wanted for extra dogs or people outside the household who work with the dog, additional charges will apply.

### **Emergency Veterinary Treatment**

In the event the dog requires veterinary care, the Company agrees to make reasonable efforts to contact the Client prior to seeking treatment and to use the veterinarian of the Client's choice; however, the Client acknowledges that this may not be practical in some cases and therefore authorizes the Company to obtain emergency veterinary care for the dog in the event that the Company determines, in its discretion, that such treatment is needed. The Client agrees that any veterinarian chosen by the Company for emergency treatment of the dog may rely on this Agreement as authorization to treat the dog. The Client shall be fully responsible for all costs of veterinary treatment. In the event the Company pays for treatment, the client agrees to promptly reimburse the Company for all costs of treatment

### **Marketing**

The Client hereby authorizes the company to use the Client's and the dog's name, image, and likeness, including any pictures or videos of the dog and/or the client taken while the Company is training the dog, at any time, in any form, in the Company's media and marketing, or promotional materials including, without limitation, social media posts.

### **Release of Liability, Assumption of Risk, Indemnification:**

**Initials** (Initial) Client acknowledges and understands the risks associated with owning and/or training a dog, including without limitation the risk of dog bites to the client or others, property damage by the dog, needing to rehome a dog, and any attendant emotional or physical distress or injury from raising and/or training a dog. Client, on behalf of itself, its heirs, assigns, and personal representatives, knowingly and voluntarily assumes these risks by entering into this agreement and hereby releases and discharges the Company, its employees, managers, members and each of their respective heirs, assigns, and legal representatives (collectively, the “releasees”), from any and all liability for injury, illness, death, disability, loss, or damage arising from or related to any services performed by the Company. The Client agrees that this constitutes a full and unconditional release of all liability of the Company to the fullest extent permitted by applicable law.

**Initials** (Initial) The Client agrees to indemnify, defend and hold harmless the releasees from any and all losses, damages, liabilities, claims, damages, expenses (including reasonable attorneys’ fees) of any nature incurred by any of the releasees arising out of or related to this Agreement, any unlawful, negligent or otherwise tortious acts or omissions by the client or persons acting on behalf of the client, any breach of this Agreement by the Client, or any actions by the dog.

#### **Cancellation Policy:**

**Initials** (Initial) The Client may postpone a lesson provided 48-hour notice to the scheduled lesson is given to the company. Exceptions to this policy are car accidents, sicknesses, family emergencies, or weather. The Client understands and agrees that failure to give the Company **48-hour 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.

**Initials** (Initial) The Company is only obligated to give 1 free make-up lesson due to owner postponements. Provided the owner has pre-purchased a block of lessons, after the 1st postponement, each additional owner postponement will count as one of the remaining lessons owed to the owner. Additional make up lessons may be purchased at **\$65** per lesson.

#### **Package Extension Policy:**

**Initials** (Initial) The Client understands that all training services are good for **5 months** from commencement of services on **Project Date**, and any services not used within the 5-month period will be forfeited and cannot be transferred to other people or dogs. An extension up to 2 months can be provided with a fee of **\$35**.

#### **Termination Policy:**

Initials (Initial) The Client may have the animal withdrawn from training at any time, however, once training has begun; all fees are non-refundable. Exceptions will be considered on a case by case basis at the company's sole discretion.

Initials (Initial) At the Company's sole discretion, the Company's obligations for training shall terminate if the Client or the dog is determined to be a distraction or a danger to any trainers, other clients, or their dogs. Training can also be terminated if the Client is unable or unwilling to follow all policies set forth in the Agreement. Refunds will be considered on a case by case basis at the Company's sole discretion.

## **Miscellaneous**

Initials (Initial) The Client will be responsible for purchasing all necessary equipment that the trainer recommends for training the dog(s).

Initials (Initial) In the event either party deems it necessary to employ legal counsel to protect its rights under this agreement, the prevailing party is entitled to reimbursement of all expenses including, but not limited to costs and reasonable attorney's fees.

This training agreement and Addendum A represents the entire agreement between the parties and supersedes any prior agreement or understanding related to the subject matter hereof. The terms and conditions set forth in this agreement cannot be modified or changed in any way unless agreed to by both parties in writing.

If any provision of this Agreement is held invalid or unenforceable, such invalid or unenforceable provision shall be deemed omitted from this Agreement, but such invalidity or unenforceability shall not affect any other provision of this Agreement and all remaining provisions shall remain in effect.

The Client and Company agree that any matters arising out of this Agreement (including its interpretation and enforcement) shall be governed exclusively by the laws of the State of Colorado, without giving effect to its conflicts of laws principles and that any dispute or action arising out of or related to this Agreement may be brought only in a court of competent jurisdiction in the State of Colorado. The parties hereby irrevocably submit to the personal jurisdiction of such courts and irrevocably waive any argument that such courts constitute an inconvenient forum.

I have read, fully understand and agree to the above contract terms.

## ADDENDUM A

I, **Client Full Name** , as the legal owner/agent of the pet(s) noted in this agreement, do hereby state the following information is true and complete to the best of my knowledge. I understand the Company may utilize some or all of this information during the dog(s) training program and I have taken special care to present the information in an accurate fashion.

### VETERINARY INFORMATION

Name: **Name**

Address: **Address**

Phone Number: **Phone Number**

### VACCINATION RECORDS

Vaccination records must be presented to the Company prior to the start of the training program. If the dog is not current on recommended vaccinations training will be postponed until they have received all veterinarian-recommended vaccinations.

**MEDICAL CONDITIONS AND MEDICATIONS:** Please list any conditions and medications currently prescribed for the dog(s) \_\_\_\_\_

### DOG'S DIET

Kibble: \_\_\_\_\_

Treats: \_\_\_\_\_

Supplements: \_\_\_\_\_

Known food allergies: \_\_\_\_\_

**CLIENT OR HOUSEHOLD MEMBER ALLERGIES:** e.g. Peanut Butter

\_\_\_\_\_  
\* Signature required

\_\_\_\_\_  
\* Signature required