

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** as well as any other class participants in the household (hereinafter collectively referred to as “Client”) pertains to the following:

Client’s Dog(s):

(hereinafter, referred to as “Dog”)

Name: * _____

Breed: * _____ Age: * _____ Sex: M/F Spayed/Neutered:
Yes / No

Other (Dogs) Names: _____

Breed: _____ Age: _____ Sex: M/F Spayed/Neutered:
Yes / No

The client and the company agree as follows:

Dog Ownership and Health:

Initials Client represents that they are the legal owner of the Dog.

Initials Client represents that the Dog is up to date on Rabies, Distemper, Parvo and Bordetella vaccinations and that the Client will send proof of vaccination records prior to the first session. The only exception for being up to date in all of the above vaccinations is for puppies that are too young to be fully vaccinated. Puppies will still be required to have appropriate up to date vaccinations with proof. The Client also represents that they will stay up to date on vaccinations for the Dog and send records to the Company in a timely manner as they are updated.

Initials 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 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 The Company will provide verbal instruction and demonstrations during the session leaving 10-15 minutes at the end for the Client to ask questions. 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 The Client will be responsible for purchasing all necessary equipment that the trainer recommends for training. A proper fitting harness and 4 to 6 ft flat leash are recommended for training. No shock collars, bark collars, prong collars, choke collars, slip leads, retractable leashes or physical corrections will be permitted in class.

Emergency Veterinary Treatment

Initials 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

Initials 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 the Dog, and any attendant emotional or physical distress or injury from raising and/or training the 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 The Client agrees to indemnify, defend and hold harmless the releasees from any and all losses, damages, liabilities, claims, 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 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, illness, 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. Additional make up lessons may be purchased at **\$65** per lesson.

Package Extension Policy:

Initials 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**.

Miscellaneous:

Initials 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: _____

Address: _____

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