



Happy Tail Dog Training LLC
Colleen Griffith, Managing Member
PRIVATE TRAINING LESSONS

PRIVATE TRAINING LESSON AGREEMENT

This Private Training Agreement (“Agreement”) is entered into on this ____ day of _____ 201__ between Happy Tail Dog Training, LLC (“Trainer”) and _____ (“Client”) (collectively “Parties”) for the following dogs (“collectively Dogs”):

Dog’s Name(s): _____ Description(s): _____ Color(s): _____ Age(s): _____

A. Structure and Cost of Sessions; Payment and Policies.

<u>Session</u>	<u>Duration</u>	<u>Fee</u>
Private Training Session	1.0 hour	\$85 / \$95 for people-aggressive dogs
Three-Subsequent-Sessions Private Training Package	3 x 1.0 hour	\$245 / \$274 for people-aggressive dogs
Five-Subsequent-Sessions Private Training Package	5 x 1.0 hour	\$387 / \$432 for people aggressive dogs

During a scheduled training session, client and trainer may agree to continue with the session beyond the 60 minutes on a pro-rated basis per the fee schedule above. In order to reserve the training session, Client will pay Trainer 50% of the Private Training Fee (“Deposit”), any applicable travel fees, and will provide Trainer with this Agreement, executed by the client, at the time the training session is agreed upon. The training session will then be scheduled and confirmed once the Deposit and executed Agreement are received by Trainer. The Deposit will be refunded only if the Private Training Session is cancelled, in writing via email to Colleen@happytaildogtraining.com, and with at least 72 hours notice. At or before the Private Training Session, Client will pay Trainer the remaining 50% of the session fee, and provide Trainer with a copy of each Dog’s rabies certificate and other vaccinations and immunizations (or equivalent titers). If Client fails to provide these documents, at or before the time of the appointment, Trainer reserves the right to cancel the session and treat the Deposit as nonrefundable and to charge further fees on an hourly basis at \$85/hour for any additional time that Trainer expends due to the failure to provide this documentation.

Payment for subsequent private training sessions are due in full at or before the session. Payment for packages is due in full at or before the first session of the package. All lessons in a package must be completed within three months of the date of the first session. Client may cancel a package of sessions at any time, but only if in writing via email, and Client will be charged \$85 per session for the number of sessions already used plus \$85/hour for the amount of time Trainer prepared for the remaining unused sessions. Trainer will refund the balance of a cancelled package within 30 days of notice of cancellation.

If Client wishes to cancel or reschedule sessions, Client must make this request in writing via email to Colleen@happytaildogtraining.com, and with at least 72 hours notice. There will be no make-up sessions if the Client fails to adhere to this cancellation policy or fails to show for a session. Trainer may cancel and reschedule sessions, for any or no reason, and at any time by calling and leaving a voicemail message or by email using any of the contact information provided in this Agreement or in any writing between the Parties; in that case, money for unused training sessions will be refunded within 30 days.

Consultations and sessions will take place at either the Client’s residence or at the Trainer’s facility, to be determined at the sole discretion of the Trainer. An additional travel fee of \$35 to \$50 (depending on distance traveled) will be charged if the Trainer must travel outside her normal service area, as posted on www.HappyTailDogTraining.com/Policies. The travel fee is due at same time as the Deposit and is subject to the same refund and other policies as the Deposit.



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All private training sessions include reasonable email or phone support for two weeks immediately following each session.

B. Client Obligations and Representations.

1. *Payment:* Client agrees to pay Trainer according to the policies in Section (A).

2. *Responsibility:* Client acknowledges and agrees that Client is and remains 100% liable for the Dogs, each Dog's actions, and each Dog's behavior at all times. Client recognizes the risks inherent to owning and training a dog, and Client assumes all risks and responsibility for the Dogs, each Dog's actions, and each Dog's behavior.

3. *Cooperation:* Client understands and agrees that Client, Client's household and individuals handling or coming into contact with the Dogs will review Trainer's materials and recommendations, follow Trainer's verbal and written instructions, work with the Dogs as recommended by Trainer, and constantly and consistently reinforce each Dog's training. Client acknowledges that any failure to comply with Trainer's instructions and recommendations may increase the risk of injury or damage to or by the Dogs and to other persons, animals, or property.

4. *Representations and Warranties:* Client represents and warrants that:

- * Client owns the Dogs, and has full and complete authority to enter into this Agreement.
- * The information provided regarding the dog's behavior history, including the Pre-Class Questionnaire is complete true and accurate, and the Client will keep all information on the Dogs and their behavior history current, and will inform Trainer immediately if Client becomes aware of any new information or inaccuracy in the dog's behavior history.
- * The Dogs are current on all immunizations and vaccinations, or can demonstrate equivalent titers, including rabies. The Dogs are free of all diseases contagious or communicable to humans or other animals.
- * The Client, Client's household and all individuals handling or coming into contact with the Dogs will cooperate as described in Section (B)(3).

5. *Media Consent:* Client consents to Trainer, Colleen Griffith, and any of Trainer's employees and agents taking photographs, video recordings, audio recordings and other media that include the Client's and each Dog's likeness and voice ("Media"), for all types of advertisement, promotional and/or educational purposes. Client understands and agrees that all Media will be the sole property of the Trainer. Client understands and agrees that Trainer will use reasonable efforts to give Client advance notice of any such use, but that notification is not a condition to release such media for advertising, promotional, or educational purposes.

6. *Disclosure:* Client consents to Trainer disclosing information and documents about the Dogs and the services performed under this Agreement to the Client's veterinarian and in response to a subpoena or court order. For any other disclosure, Client understands and agrees that Trainer will use reasonable efforts to give advance notice of disclosure, that Client will not unreasonably withhold consent for any reasonable request for disclosure, and that prior notification and consent is not required for any reasonable disclosure.

C. Trainer Obligations.

Trainer will provide the behavior modification services in accordance with this Agreement and in a reliable, ethical, and caring manner. Trainer will make every reasonable effort to meet the training objectives, but Trainer cannot and does not promise to "solve" or "cure" any of the Dog's behavior issues and does not "guarantee" to deliver

