

Dog Training Services Agreement for Group Classes

This Agreement between _____ undersigned Client (*hereinafter referred to as "Client"*) and Karen J. Moulton acting as agent for Secret Lake Dog Training, LLC (*hereinafter known as "Trainer"*) pertains to the following:

Dog's name: _____ Breed: _____ (*hereinafter referred to as "Dog"*)

1. Client makes the following representations about Dog:

- a) The undersigned is the owner of Dog.
- b) Dog has been vaccinated against Rabies and DHPP (distemper, hepatitis, parainfluenza, and parvovirus) and the vaccinations are current.
- c) Dog is friendly toward children and adults.
- d) Dog is friendly toward other dogs and other animals.
- e) Dog has never started a fight with another dog or other animal.
- f) Dog has never bitten a person.
- g) Dog is not or has not been the subject of a quarantine order.
- h) Dog has never been declared a dangerous or potentially dangerous dog, or vicious or potentially vicious dog.
- i) Dog is wearing a secure collar and leash. The leash and collar are not weathered, will not tear and the dog cannot slip out of the collar.

2. Fees:

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

Client agrees to pay Trainer a nonrefundable fee (payable in full by PayPal, check or cash before or on the first day of class) in the amount of:

- a) \$175 for Elementary Group Classes in which Client and Dog shall participate for 7 weeks
- or
- b) \$175 for Kindergarten Group Classes in which Client and Dog shall participate for 6 weeks.

Trainer agrees to provide group lessons for Client and Dog on a lesson-by-lesson basis, the goal being to teach Client how to obedience train and work with Dog. These lessons will take place at Trainer's facility. 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 the training being given to Dog.

3. Client's Assumption of Risk:

Client acknowledges that Trainer's Premises, or any other location deemed appropriate by Trainer, and the animals, guests, items and activities thereon, pose dangers to people and animals. Such dangers include, by way of example and not limitation, animals that can bite, trip, knock down, and fight, indoor and outdoor surfaces that may be slippery, equipment that can trip, guests and clients who cannot control their dogs, and activities involving Dog, other dogs that can result in injury from bites or other causes. Accordingly, Client, on behalf of him/her, his/her spouse/partner and minor children, and anyone else whom Client brings onto Trainer's Premises, or any other location deemed appropriate by Trainer, 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 in a dog fight or an accident, gets fleas, ticks or worms, contracts any illness or disease, is lost or stolen, becomes pregnant, or engages in any dangerous, vicious or unwanted behavior,

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during or after the term of this Agreement, on or off Trainer's Premises, or any other location deemed appropriate by Trainer, Client accepts the risk of the same and agrees that the Trainer shall not be held responsible for it or any resulting injuries, losses, damages, costs or expenses.

4. Client's Liability:

If Dog causes property damage, or bites or injures any dog, animal or person (including, but not limited to, Trainer and her agents), during or after the term of this Agreement, then Client agrees to pay all resulting losses and damages suffered or incurred by Trainer and her agents, and to defend and indemnify Trainer and her agents from any resulting claims, demands, lawsuits, losses, costs or expenses, including attorney fees.

5. 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 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.

6. Legal Provisions:

This Agreement is binding upon Client, spouse/partner of Client, and children of Client. Accordingly, Client, on behalf of him/her, his/her spouse/partner and minor children, and anyone else whom Client brings onto Trainer's Premises, or any other location deemed appropriate by Trainer assumes the risk of injuries, losses, damages, costs and expenses.

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 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. Any remedy provided in this Agreement is in addition to any and all other remedies provided by law or equity. If any provision of this Agreement is invalid, void or unenforceable, they will be severed and the remaining provisions shall be given full force and effect.

Trainer's Name and Mailing Address: Secret Lake Dog Training, LLC, Karen J. Moulton, 35 Lakeview Blvd, Avon, CT 06001

Trainer's Premises: Secret Lake Dog Training, LLC, 244 Farms Village Rd, West Simsbury, CT 06092

Executed on this ____ of _____, 200

Trainer:

Client:

Karen J. Moulton

(Printed Name of Trainer)

(Printed Name of Owner or Agent)