



Consultation Services Agreement

Client Acknowledgement:

During consultation, client certifies all information regarding their dog's behavior provided to the trainer is as accurate as possible.

Client is aware that Mannered Mutts Training, LLC utilizes reward-based balanced training methods and training tools including but not limited to muzzles, slip collars, slip leads, prong collars, and E-Collars.

Client understands that Trainer will make training tool recommendations based on their educated evaluation of the dog as well as Client's

personal training goals for the dog.

Services: Trainer agrees to provide Consultation for Client and their Dog(s). The consultation will take place at a mutually agreed upon location.

Trainer agrees to make every reasonable effort to provide guidance, answer questions, and educate client on their dog's training goals and/or behavioral issues

Trainer also agrees to make program recommendations based on client's needs and goals for their dog.

Consultation Fee: Client agrees to pay Trainer a nonrefundable fee for dog training consultation. Consultation fees are due at the time of booking to reserve the appointment time.

Consultation Fee schedule is as follows:

A. \$60 for a single (1) dog consultation fee

B. \$86.26 for a multiple dog consultation fee

Travel Fee: If client wishes for trainer to meet them at their home outside of Mannered Mutts Training's Service area--within 5 miles of 4001 E 3rd Street Bloomington, IN-- the consultation fee will be modified to a higher rate distance to account for additional travel time as follows:

A. Distance rounded to nearest whole mile. \$25 for 5-9 miles, \$35 for 10-15 miles, and anything beyond 15 miles will be assessed on a case by case basis according to the drive time.

Bounced Check Fee: If a check bounces, the fee and original amount due is to be reimbursed Mannered Mutts Training LLC immediately in the form of cash.

Cancellation, Refunds, and No Show Policy. No refunds of any kind will be issued by Trainer for cancellations of pre-scheduled consultations. No shows are subject to cancellation of training and non-refunding of training. If notified 48 hours in advance, consultation fee may be transferred to a rescheduled consultation appointment that is mutually agreed upon by both Trainer and Client.

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 always require a certain level of management. The trainer will notify the client if any areas are identified where goals need to be modified. In most cases, however, all goals should be achievable given appropriate time and client's compliance with the training plan.

Vaccinations:

Client agrees to provide Dog's current vaccination records by the time of the consultation. Trainer requires Dog be up-to-date on Rabies, Bordetella, Distemper, and Leptospirosis vaccines.

**Exceptions may be made at the sole discretion of Trainer in the rare instance that a Dog has an extremely adverse reaction to a vaccine or a medical condition that prevents them from receiving it. In these rare cases, Trainer will require a letter from Veterinarian recommending against Dog receiving the vaccine as well as client to sign vaccine exemption agreement. all situations rabies vaccine will be required as it is required by law in the state of Indiana for animals over 12 weeks old.*

Photo/Video: Client grants permission to Mannered Mutts Training, its agents, and employees the irrevocable and unrestricted right to reproduce the photographs and/or video images taken during any lesson or session for the purpose of publication, promotion, illustration, or advertising, in any manner or in any medium. Client releases Mannered Mutts Training and its legal representatives for all claims and liability relating to said images or video. Client waives their right to any compensation for the usage of said images or video.

Harassment: Client agrees that Mannered Mutts Training's agents and employees each have the right to conduct themselves in a work environment free of harassment and sexual misconduct. Client agrees to not harass or commit sexual misconduct towards any agents or employees of Mannered Mutts Training.

Liability: If Dog causes property damage, or bites or injures any dog, animal or person (including but not limited to Trainer and Trainer's agents), during or after the term of this Agreement, then Client agrees to pay all resulting losses and damages suffered or incurred, and to defend and indemnify Trainer and Trainer's agents from any resulting claims, demands, lawsuits, losses, costs or expenses, including attorney fees. Trainer will make all reasonable efforts to ensure the safety and protection of the dog. If Dog is injured in a fight or in any other manner during or after the term of the Agreement, Client assumes the risk and agrees that Trainer should not be held responsible for any resulting injuries, losses, damages, costs or expenses.

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.

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana. Each party consents to the exclusive personal jurisdiction of the state and federal courts of the State of Indiana. Client and Trainer must negotiate and mediate in good faith prior to either party filing a cause of action.

Neither Client nor Trainer shall be responsible for failure or delay in performing its duties under this Agreement if such failure or delay is due to tornados, thunderstorms, fire, floods, drought, riot, or war.

This Agreement is binding upon Client, spouse of Client, and children of Client. 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 the 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.

Signature _____ Date _____