



Mannered Mutts Training, LLC

Private Lessons Agreement

This Agreement between _____ (hereinafter referred to as "Client") and _____ acting as agent for Mannered Mutts Training (hereinafter known as "Trainer") pertains to the following:

Name of dog: _____ (hereinafter referred to as "Dog")

Briefly describe any known behavioral issues your Dog has:

What are your training goals that you hope to accomplish during this program?

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

Training Fees: Client agrees to pay Trainer a nonrefundable fee for services rendered. 50% of fee is in the form of a nonrefundable deposit to reserve the booking. Remaining 50% is due prior to the initial lesson. The amount of the fee is \$_____ for a 1 hour session OR

- a. Client agrees to pay Trainer a nonrefundable fee in the amount of \$_____ for a package of _____ sessions that are _____ minutes each.
- These lessons are being split between more than one dog.

Travel Fees:

If client wishes for trainer to meet them at their home outside of Mannered Mutts Training's Service area--within 5 miles of 611 W. 11th Street Bloomington, IN-- the service fee will be modified to a higher rate distance to account for additional travel time as follows:

A. For every mile (rounded to the nearest whole mile) outside of the 5 mile radius of Mannered Mutts Training, LLC's location, an additional \$1 fee will be assessed for additional travel time for client to arrive at customers location and return back to our location after the appointment. I.e. If the client's home is located 8 miles away from Mannered Mutts Training, the client's consultation fee would be \$86.

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

Cancellation, Refunds, and No Show Policy. No refunds of any kind will be issued by Trainer for cancellations. No shows or failure to notify the trainer for the need to reschedule 48 hours in advance of the appointment are subject to cancellation of training appointment and non-refunding of training. Rescheduling must occur a minimum of 48 hours prior to the scheduled lesson in order to be rescheduled for another time.

Services: Trainer agrees to provide private lessons for Client and Dog on a lesson-by-lesson basis, the goal being to teach Client how to train and work with Dog. These lessons will take place at mutually agreed upon location. 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/they and members of the household must follow Trainer's instructions without modification, work with Dog daily as recommended, and consistently reinforce training being given to Dog.

Re-evaluation. At the conclusion of the training program, Client and Trainer will re-evaluate Dog and identify whether Dog has met the goals. If Dog has not met some goals, Client and Trainer will discuss whether these goals can be achieved by Dog with additional training and will consider additional training. All Dogs move at their own pace and sometimes this can require lengthening or adjusting the training process

Expectations. It may not be possible in some cases to achieve all goals. For example, a Dog may have a medical condition that prevents Dog from being reliably housebroken, or Dog's temperament may be aggressive by nature and always require a certain level of management. Trainer will notify 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 homework.

Maintenance of Goals. Client recognizes that in order for Dog to obey the owner, the following must occur:

- *The owner must understand the basic principles of training (covered in the lessons).*
- *The owner must consistently apply the basic principles of training.*
- *The owner must not interact with Dog in a way that rewards bad behavior and/or punishes good behavior.*
- *The owner must regularly train Dog to maintain the level of training achieved.*
- *The owner must not give commands that they are not ready to reinforce if Dog does not perform.*

Vaccinations: Client agrees to provide Dog's current vaccination records to be permitted to begin boarding. Trainer requires Dog be up-to-date on Rabies, Bordetella, Distemper, Leptospirosis, and Canine Influenza 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. In all situations rabies vaccine will be required as it is required by law in the state of Indiana for animals over 12 weeks old.*

Flea & Tick Preventatives: Prior to beginning training with us, it is required that Dog is on a monthly prescription flea & tick preventative or Seresto collar. In order to protect the other dogs training with us, we will not accept Dog if they come into our facility with fleas. If we do find that Dog has fleas after being dropped off, the owner will be asked to come pick them up immediately and Mannered Mutts Training will not be liable. Dog will not be allowed back until they are completely free of fleas. If our flea & tick policy is not followed, we will not reschedule the client's training program. Instead, the time missed will be taken out of Dog's scheduled training and no refund will be issued.

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 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.

Renewal of Services. The terms of this agreement shall apply to future services in the event Client books additional services of the same kind and cost per unit of time that are covered within this agreement.

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.

Executed on this _____ day of _____, 2_____.

Trainer:

(print name)

(signature)

Client:

(print name)

(signature)