

Southern Oregon Service Dog Training Dog Training Services Agreement, Page One of Two

This Agreement between _____
(Client's First Middle and Last Name) (hereinafter the "Client")

Residing at _____
(House #, Street, Apt #, City, State and Zip Code)

and Frank Formatin acting as an agent for Southern Oregon Service Dog Training (hereinafter known as the "Trainer") pertains to the following:

Client's Dog (Name): _____ **Breed:** _____ **Age:** _____ **Color:** _____
(hereinafter the "Dog")

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

1) Training Fees:

1) The "Client" agrees to pay the "Trainer" a nonrefundable fee in the amount of \$_____ for first session (approximate length _____ and \$_____ for each follow-up session (approximate length _____).

OR

2) The "Client" agrees to pay the "Trainer" a nonrefundable fee in the amount of \$_____ for a package of _____ sessions (length _____ each) to be paid at first session. All sessions must be completed within _____ from the date of commencement of contract or they will be forfeited.

2) Services: The "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 the "Dog". These lessons will take place at "Client's" home. The "Trainer" will make every reasonable effort to assist the "Client" to 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. The "Client" understands that he/she and members of the household must follow the "Trainer's" instructions:

A) without modification, **B)** work with the "Dog" daily as recommended, and **C)** constantly reinforce training being given to "Dog".

3) Cancellation Policy: If "Client" fails to give at least 24 hours cancellation notice, or is not present at time of scheduled appointment, session fees are still due (with the exception of illness of the "Client" or the "Dog". For a package deal, the session will still be counted as one session.

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

5) Termination:

A) At the "Trainer's" sole election, the "Trainer's" duties hereunder shall terminate if:

1) in the "Trainer's" sole judgment the "Dog" is dangerous or vicious to the "Trainer" or any other person or animal, or interferes with the training of other dogs, or

2) the "Client" breaches any term or condition of this Agreement.

Upon termination in accordance with the foregoing, the "Trainer's" duties shall terminate but all other provisions of this Agreement (such as fees still due to the "Trainer" shall continue in full force and effect.

B) The "Client" may terminate this Agreement at any time by notifying the "Trainer" in writing.

6) Binding: This Agreement is binding upon the "Client", spouse of the "Client", and children of the "Client". This Agreement supersedes all prior discussions, representations, warranties and agreements of the parties, and expresses the entire agreement between the "Client" and the "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 the "Dog" or anything else. Without limiting the generality of the foregoing, The "Client" acknowledges that the "Trainer" has not represented, promised, guaranteed or warranted that the "Dog" will never bite, that the "Dog" will not be dangerous or vicious in the future, that the "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 the "Client" and the "Trainer".

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Executed on this _____ day of _____, 2_____.

(Client's printed name)

(Client's signature)

(Trainer's print name)

(Trainer's signature)