

# HIDDEN ACRES FARM

## TRAINING AGREEMENT

This PET TRAINING AGREEMENT ("Agreement") is made and entered into as of the last date set forth below, by and between HIDDEN ACRES FARM TRAINER (the "Trainer") and the undersigned Pet Parent set forth below ("Pet Parent").

### Pet Parent Information:

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Cell Phone:** \_\_\_\_\_

**Emergency Contact:** \_\_\_\_\_

**Secondary Phone:** \_\_\_\_\_

### Training Location (Check One)

\_\_\_\_\_ : On-Site (Hidden Acres Farm property)

\_\_\_\_\_ : In Home (Client residence)

**Training.** The Trainer will train the Dog at the minimum of \_\_\_\_\_ days/week. Training sessions will include both short and long, intense obedience sessions. The length of training required depends upon the dog's capability to learn and its prior experiences, both positive and negative. Basic training generally requires one to four weeks but may be longer in some cases. The Trainer will give periodic progress reports to the Pet Parent and will continuously update the Pet Parent on the anticipated length of training required to reach the agreed goals.

**Evaluation and Goals.** The Trainer and the Pet Parent will evaluate the Dog's current skill levels and identify unsatisfactory areas needing improvement. Training will focus on the areas identified as unsatisfactory during the initial evaluation. In general, the basic training goals for the Dog are: 1. to interact safely with other dogs and people, if not seriously dog aggressive or people aggressive, 2. to perform basic pet obedience upon command: sit, down, stay, walk on loose leash, come when called, 3. to cooperate with basic pet management (grooming, crating, house manners), and 4. to extinguish identified bad habits that may exist, such as chewing, barking, jumping on people, rushing through doorways and begging for food at the table.

Specific training goals and evaluation comments are defined below:

**DOG NAME:** \_\_\_\_\_

**Training Fee:** \_\_\_\_\_

**Training Duration:** \_\_\_\_\_

**Training Goals:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Evaluation Comments:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Payment.** Pet Parent agrees to pay one half of all fees owed on the day of drop off and Pet Parent agrees to pay the remaining balance on the day of pickup under this Agreement.

**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 house-broken, or the dog's temperament may be aggressive by nature and not amenable to behavior modification. The Trainer will notify the Pet Parent if any areas are identified where goals need to be modified. In most cases, however, all identified goals for basic training should be achievable.

**Maintenance of Goals.** The Pet Parent recognizes that this training will result in the Dog obeying the Trainer, and that this will not train the Dog to obey the Pet Parent. In order for the Dog to obey the Pet Parent, the Pet Parent must:

- Understand the basic principles of training.
- Apply the basic principles of training.
- Not interact with the Dog in a way that rewards bad behavior or punishes good behavior.
- Regularly train the dog at least ten minutes a day, five days a week to maintain the level of training achieved.
- Understand that some breeds may take more than a week of transferring leadership

**Pet Parent Representations.** Pet Parent represents and warrants that Pet Parent is the rightful owner or caretaker of the pet, and his or her signature below is sufficient to enter into this Agreement for and on behalf of any other owner or representative of the pet, and Pet Parent is executing this Agreement for the pet, himself or herself and his or her heirs, successors, representatives.

**Pet Parent Training.** Pet Parent must understand that Trainer will provide Pet Parent with the basic foundations for obedience training. Pet Parent also understands that when the pet returns to the home environment, Pet Parent must continue the training on a consistent basis. At the conclusion of in-house training, the Trainer will instruct the Pet Parent in the basics of training. Instruction will consist of the following:

- One exit conference to show the Pet Parent the Dog's new skills and to instruct the Pet Parent on how to give the proper commands, how to properly reward the Dog for correct performance, and how to properly correct the Dog for disobedience.
- Two additional follow-up visits, one each week for two weeks, of one-half hour duration each, at the Trainer's facility, to provide additional instruction and feed-back on how to train the Dog.

**Re-Evaluation.** At the conclusion of the in-house training, the Pet Parent and the Trainer will re-evaluate the Dog and identify whether the Dog has met all the goals. If the Dog has not met some goals, the Pet Parent and Trainer will discuss whether these goals can be achieved by the Dog with additional training and will discuss additional training and costs.

**Retraining.** If the Pet Parent complies with the requirements of this agreement, and the Dog fails to maintain the goals achieved at the end of in-house training, the Trainer will, at no additional charge, provide additional training of up to one week at any time during the first six months following completion of in-house training. In order to demonstrate compliance with the requirements of the agreement, the Pet Parent must document regular training sessions of at least ten minutes per day and must demonstrate an understanding of the principles contained in the dog training manual provided by the Trainer.

**Aggressive Dogs.** The Pet Parent warrants that he/she has disclosed to the Trainer in writing any behavior that may indicate that the Dog may be aggressive to other dogs or to people, including but not limited to growling, forceful barking, snapping, raising of hackles, lowering of head and staring, chasing, attempting to bite, and biting. The Pet Parent understands that, while the Trainer may be able to address some forms of aggression, many aggressive dogs require long-term treatment following a specific plan of action. The Pet Parent further understands that some forms of aggression cannot be addressed with behavior modification and may require medication or euthanasia, both of which are outside the scope of this contract. The Trainer reserves the right to refuse or discontinue services for an aggressive dog, in which case the Trainer will have no further obligation to the Pet Parent.

**Acceptance of Risk.** Unless Pet Parent has otherwise instructed to the contrary, Pet Parent acknowledges and agrees that his or her pet may encounter and be permitted to interact and play with other dogs and with Company staff members. Pet Parent acknowledges that when dogs play in groups that nicks, bites or scratches may occur, and Company may or may not notify Pet Parent immediately if the pet sustains any nicks, bites or scratches. Pet Parent further acknowledges that animals are unpredictable and that there is a possibility of injury or death to the pet or to another animal or person. Therefore, as consideration of the services rendered by Company, Pet Parent (A) hereby waives and releases Company, and its invitees, sponsors, members, managers, advertisers, owners, officers, directors, employees, volunteers, invitees, agents, lessors, and any parties owning, controlling or having any interest in the property where the Company facility is located, and all other representatives or agents of Company (collectively, "Company Parties") from any and all claims, actions, damages or liability for injury, sickness or illness suffered by his or her pet while in the care of Company or otherwise relating to the care, control, health and/or safety of the pet arising from pick up, transport, drop off and/or stay at the Company facilities, except to the extent such illness or injury is the result of Company's gross negligence or intentional misconduct, and (B) agrees not to initiate any legal proceedings against Company or any Company Parties with respect to such released claims. "Sickness and illness" shall be defined to include any illness, including, without limitation, Bordetella (kennel cough) or any other form of contagious illness.

INDEMNIFICATION; LIABILITY. AS CONSIDERATION FOR THE SERVICES RENDERED BY COMPANY, PET PARENT WILL INDEMNIFY, DEFEND AND HOLD COMPANY AND COMPANY PARTIES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, DAMAGES, FINES, PENALTIES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND VETERINARY COSTS AND EXPENSES) ARISING FROM OR RESULTING FROM ANY BREACH OF THE REPRESENTATIONS, WARRANTIES OR COVENANTS CONTAINED IN THIS AGREEMENT

(INCLUDING ABANDONMENT OF THE PET AT THE COMPANY FACILITY), OR OTHERWISE RELATED TO ANY AND ALL ACTS OF BEHAVIOR OF THEIR PET(S), WHICH MAY INCLUDE, WITHOUT LIMITATION, INJURY OR DEATH TO A PET OR ANIMAL AT THE FACILITY OR INJURY OR DEATH TO A STAFF MEMBER OF COMPANY OR ANY OTHER MEMBER OF THE PUBLIC. IN NO EVENT WILL COMPANY OR ANY COMPANY PARTY BE HELD LIABLE FOR SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THEIR POSSIBLE EXISTENCE.

**Accepted and Agreed To By:**

**Pet Parent Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_