



Happy Tail Dog Training LLC
Colleen Griffith, Managing Member
Canine Behavior Modification Consultation

CANINE BEHAVIOR MODIFICATION CONSULTATION AGREEMENT

This Canine Behavior Modification Consultation Agreement (“Agreement”) is entered into on this ____ day of _____ 201__ between Happy Tail Dog Training, LLC (“Trainer”) and _____ (“Client”) (collectively “Parties”) for the following dog(s) (“Dog”):

Dog’s Name(s): _____ Description: _____ Color: _____ Age: _____

A. Structure and Cost of Sessions; Payment and Policies.

<u>Session</u>	<u>Duration</u>	<u>Fee</u>
Initial Consultation	1.5 hours	\$125
Subsequent Private Training Session	1.0 hour	\$95
Three-Session Private Training Package	3 x 1.0 hour	\$255
Five-Session Private Training Package	5 x 1.0 hour	\$399

The Initial Consultation includes a review of the Client’s Canine Behavior History Form for the Dog (“Behavior History”). Client will pay Trainer 50% of the Initial Consultation Fee (“Deposit”) at the time the Initial Consultation is scheduled. The Deposit will be refunded only if the Initial Consultation is cancelled, in writing via email to Colleen@HappyTailDogTraining.com, and with at least 72 hours notice. At or before the Initial Consultation, Client will pay Trainer the remaining 50% of the Initial Consultation Fee including any travel fees, and provide Trainer with this Agreement, executed by the Client, the completed [Canine Behavior History Form](#) and a copy of the Dog’s rabies certificate and other vaccinations and immunizations (or equivalent titers), and any relevant medical records. If Client fails to provide these documents, including but not limited to a completed Canine Behavior History form, Trainer reserves the right to treat the Deposit as nonrefundable and to charge further fees on an hourly basis at \$95/hour for any additional time that Trainer expends due to the failure to provide this documentation.

Payment for subsequent sessions are due in full at or before the session. Payment for packages is due in full at or before the first session of the package. All lessons in a package must be completed within three months of the date of the first session. Client may cancel a package of sessions at any time, but only if in writing via email, and Client will be charged \$95 per session for the number of sessions already used plus \$95/hour for the amount of time Trainer prepared for the remaining unused sessions. Trainer will refund the balance of a cancelled package within 30 days of notice of cancellation.

If Client wishes to cancel or reschedule consultations or sessions, Client must make this request in writing via email to Colleen@HappyTailDogTraining.com and with at least 72 hours notice. There will be no make-up sessions if the Client fails to adhere to this cancellation policy or fails to show for a consultation or session. Trainer may cancel and reschedule consultations and sessions, for any or no reason, and at any time by calling and leaving a voicemail message or by email using any of the contact information provided in this Agreement or in any writing between the Parties.

All consultations and sessions include reasonable email or phone support for the three weeks immediately following each consultation or session.

Consultations and sessions will take place at either the Client’s residence or at the Trainer’s facility, to be determined at the sole discretion of the Trainer. An additional travel fee of \$35 will be charged if the Trainer must travel more than ____-miles to Client’s residence. The travel fee is due at same time as the Deposit and is subject to the same refund and other policies as the Deposit.



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B. Client Obligations and Representations.

1. *Payment:* Client agrees to pay Trainer according to the policies in Section (A).

2. *Responsibility:* Client acknowledges and agrees that Client is and remains 100% liable for the Dogs, each Dog's actions, and each Dog's behavior at all times. Client recognizes the risks inherent to owning and training a dog, and Client assumes all risks and responsibility for the Dogs, each Dog's actions, and each Dog's behavior.

3. *Cooperation:* Client understands and agrees that Client, Client's household and individuals handling or coming into contact with the Dogs will review Trainer's materials and recommendations, follow Trainer's verbal and written instructions, work with the Dogs as recommended by Trainer, and constantly and consistently reinforce each Dog's training. Client acknowledges that any failure to comply with Trainer's instructions and recommendations may increase the risk of injury or damage to or by the Dogs and to other persons, animals, or property.

4. *Representations and Warranties:* Client represents and warrants that:

- * Client owns the Dogs, and has full and complete authority to enter into this Agreement.
- * The information in the Dog's Behavior History is complete true and accurate, and the Client will keep all information on each Dog and their Behavior History current, and will inform Trainer immediately if Client becomes aware of any new information or inaccuracy in the dogs Behavior History.
- * The Dogs are current on all immunizations and vaccinations, or can demonstrate equivalent titers, including rabies. The Dogs are free of all diseases contagious or communicable to humans or other animals.
- * The Client, Client's household and all individuals handling or coming into contact with the Dogs will cooperate as described in Section (B)(3).

5. *Media Consent:* Client consents to Trainer, Colleen Griffith, and any of Trainer's employees and agents taking photographs, video recordings, audio recordings and other media that include the Client's and each Dog's likeness and voice ("Media"), for all types of advertisement, promotional and/or educational purposes. Client understands and agrees that all Media will be the sole property of the Trainer. Client understands and agrees that Trainer will use reasonable efforts to give Client advance notice of any such use, but that notification is not a condition to release such media for advertising, promotional, or educational purposes.

6. *Disclosure:* Client consents to Trainer disclosing information and documents about the Dogs and the services performed under this Agreement to the Client's veterinarian and in response to a subpoena or court order. For any other disclosure, Client understands and agrees that Trainer will use reasonable efforts to give advance notice of disclosure, that Client will not unreasonably withhold consent for any reasonable request for disclosure, and that prior notification and consent is not required for any reasonable disclosure.

C. Trainer Obligations.

Trainer will provide the behavior modification services in accordance with this Agreement and in a reliable, ethical, and caring manner. Trainer will make every reasonable effort to address the Dog's behavior issues, but Trainer cannot and does not promise to "solve" or "cure" the Dog's behavior issues. Trainer cannot and does not make any guaranties of performance, and Trainer makes absolutely no representations or warranties regarding the outcome of the consultation and sessions.



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D. Limits of Liability, Waivers and Indemnification.

To the fullest extent allowed by law, the Client, on behalf of the Client and the Client’s heirs, representatives, and assigns (collectively “Client Parties”), waives and releases Trainer and Trainer’s managers, members, officers, employees, agents, and assigns (collectively “Covered Parties”) from all liability, damage, injury, loss, or claim that relates to this Agreement and the Dogs (“Covered Claims”).

To the fullest extent allowed by law, the Client, on behalf of the Client and all Client Parties, agrees to hold Trainer and the Covered Parties harmless for any and all Covered Claims, including any and all Covered Claims asserted by any third parties, and to indemnify Trainer and all Covered Parties for any Covered Claims by any third parties, including but not limited to Trainer’s and the Covered Parties’ attorney’s fees and costs.

E. Miscellaneous Provisions.

1. *Enforceability and Modification:* This Agreement contains the entire Agreement between the Parties, and it may be changed only in writing signed by the Parties. The Agreement may be executed in counterparts, and faxed, scanned or electronic copies shall be deemed enforceable as an original. Throughout this Agreement, the singular includes the plural, and vice versa. To the extent that any provision in this Agreement is deemed to be unenforceable, the remaining provisions shall remain in full force and effect.

2. *Survival:* All client obligations and representations and all provisions regarding media consent, disclosure, limitations of liability, waivers, and indemnification survive termination of this Agreement.

3. *Notice:* If not otherwise specified in this Agreement, all notices shall be sent to the email address listed below the signature of the part at the end of this Agreement, or to any other email address provided by the party during the course of this Agreement.

4. *Applicable law, jurisdiction, and remedies:* This Agreement shall be governed by the laws of the State of Maryland, without regard to where the Agreement is signed. In the event of a dispute, Trainer and the Client agree to submit to the jurisdiction of the courts of the State of Maryland, and to litigate in a court of competent jurisdiction in Baltimore County, Maryland. In the event of litigation, the substantially prevailing party shall be entitled to recover the party’s reasonable attorney fees, expert witness fees, and costs.

By signing below, the Parties indicate that they have reviewed this Agreement, and agree to be bound by its terms.

Client Name (Print) _____ Signature _____ Date _____
Phone Number: _____ Email: _____
Address: _____

Happy Tail Dog Training LLC, BY: Colleen Griffith, Title: Owner and Member/Manager Date _____
Phone Number: __303-506-3479 (cell)_____ Email: __Colleen@HappyTailDogTraining.com_____
Address: _____