



Happy Tail Dog Training LLC
 Colleen Griffith, Managing Member
 GROUP CLASS LESSONS

K9 NOSE WORK GROUP CLASS TRAINING AGREEMENT

This Private Training 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: _____ Description: _____ Color: _____ Age: _____

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

<u>Training</u>	<u>Duration</u>	<u>Fee</u>	<u>Class Enrollment Requirements</u>
K9NW Group Class for 6 sessions	1.5 hours/session	\$170 working spot for 1 dog + 1 handler	Min: 4 dog/handler teams Max: 5 dog/handler teams

In order to enroll and therefore reserve the Client’s spot in the group class, Client will pay Trainer the entire 6 session, group class fee; Client will complete the on-line Pre-Training Questionnaire; and Client will provide Trainer with this Agreement, executed by the Client, all at the time the client registers for the group class.

The group class will be scheduled and confirmed with all class registrants, once enough students register to meet the class minimum enrollment requirement, as listed above, at or before the class registration deadline. If the class does not meet it’s minimum enrollment requirement at the class registration deadline, Trainer will cancel the class and refund the group class fee to all registrants, within 15 days of notice of cancellation. Client may cancel his/her enrollment in the group class at any time before the class registration deadline, but only in writing via an email sent to Colleen@HappyTailDogTraining.com, and Trainer will refund the group class fee within 15 days of notice of cancellation. After the class registration deadline, all paid fees for scheduled and confirmed group classes are non-refundable and there will be no make up sessions if the Client fails to show for a session in the group class.

At or before the first session of the group class, Client will provide Trainer with a copy of the Dog’s rabies certificate and other vaccinations and immunizations (or proof of titers demonstrating effective immunity). If Client fails to provide these documents, at or before the time of the appointment, Trainer reserves the right to refuse the dog entry into the class and treat the class fee as nonrefundable and to charge further fees on an hourly basis at \$75/hour for any additional time that Trainer expends due to the failure to provide this documentation.

Trainer may cancel a clients enrollment in the group class and may cancel and reschedule individual training 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; in the case of canceling without rescheduling, money for unused training sessions will be refunded within 15 days.

All training sessions include reasonable email or phone support for two consecutive calendar weeks immediately following each session. Training sessions will take place at either the Trainer’s facility, or a public location, to be determined at the sole discretion of the Trainer.

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 Dog, the Dog’s actions, and the 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 Dog, the Dog’s actions, and the Dog’s behavior.



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3. *Cooperation*: Client understands and agrees that Client, Client's household and individuals handling or coming into contact with the Dog will review Trainer's materials and recommendations, follow Trainer's verbal and written instructions, work with the Dog as recommended by Trainer, and constantly and consistently reinforce the 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 Dog and to other persons, animals, or property.
4. *Representations and Warranties*: Client represents and warrants that:
- * Client owns the Dog, and has full and complete authority to enter into this Agreement.
 - * The information provided regarding the dog's behavior history, included in the Pre-Training Questionnaire, is complete true and accurate, and the Client will keep all information on the Dog and his/her behavior history current, and will inform Trainer immediately if Client becomes aware of any new information or inaccuracy in the dog's behavior history.
 - * The Dog is current on all immunizations and vaccinations, or can demonstrate equivalent titers, including rabies. The Dog is 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 Dog will cooperate as described in Section (B)(3).
5. *Dog Confinement*: Client consents to a group class format of working dogs one-at-a-time (solo) during the class and crating all other dogs, separate from their handlers, when not being worked. Client represents and warrants their dog(s) are capable of being quietly confined in a crate that is indoors and in a separate room from the client or securely confined in the client's vehicle, and without barking, and without stress. If confining indoors, client agrees to bring a crate in good working order that is capable of securely and comfortably confining the dog. If Client is securely confining the dog in their vehicle, Client will ensure their vehicle is properly set up to keep the dog comfortable and to keep the dog fully secure given all weather conditions and the time of year. Client agrees if the dog is unable to meet these requirements, the dog may be dismissed from class, at the Trainer's discretion, and no refund for class tuition will be provided.
6. *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 the 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. Client may not video or photograph any other handlers or their dogs during class. Client may video or photograph their own dog or the instructor, only with prior instructor approval, and for personal and non-commercial use only.
7. *Disclosure*: Client consents to Trainer disclosing information and documents about the Dog 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 group class training services in accordance with this Agreement and in a reliable, ethical, and caring manner. Trainer will make every reasonable effort to meet the training objectives, but Trainer cannot and does not promise to "solve" or "cure" any of the Dog's behavior issues and does not "guarantee" to deliver all of the Clients training goals. Trainer cannot and does not make any guaranties of performance, and Trainer makes absolutely no representations or warranties regarding the outcome of the training sessions.

D. Limits of Liability, Waivers and Indemnification.



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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 Dog (“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 they have reviewed this Agreement, and agree to be bound by its terms.

Client Name (Print): _____ Signature: _____ Date: _____

Phone Number: _____ Email: _____

Address: _____

Trainer Name (Print): Colleen Griffith, Owner and Member/Manager Happy Tail Dog Training LLC

Trainer Signature: _____ Date: _____

Phone Number: _____ Email: _____ Address: _____