# **TRUSTEE TRAINING SERVICES**

**TERMS & CONDITIONS OF SERVICE** 



### **TERMS & CONDITIONS**

The undersigned acknowledge and agree that by signing this Terms and Conditions agreement, the parties are bound by its terms and conditions as listed herein. This agreement shall remain in full force and effect until such time as it is rescinded <u>in writing</u> by OWNER. No rescission shall affect any duties, rights or responsibilities that occurred prior to, or in conjunction with, the rescission.

TTS shall provide services for the following animal:

1	. Animal's Registered N	lame:			
		a.k.a	. Bernara -		
2	. Animal Breed:	Carl Carlos C			
3	. Animal Gender:				
4	. Animal Age:				
5	. Animal Disposition/Pe	ersonality:			
6	. Animal Rabies Tag #:				
7	. Animal Veterinarian:				
8	. Veterinarian Phone:				
These services shall include the following: (Please place a check mark next to all the services listed below.)					
	Obedience Training	Crate Training	□ Grooming	Transportation	
	Other:				

This agreement is entered into between Trustee Training Services ("TTS") and the following animal owner(s):

1.	(Name) (Address)	
	(Phone)	
2.	(Name) (Address)	
	(Phone)	
3.	(Name) (Address)	
	(Phone)	

### ARTICE ONE

OWNER represents that s/he is, or they are, the legal owners of the animal for which services are to be provided, which may include, but not limited to, boarding, training and transportation.

### ARTICLE TWO

TTS shall provide the contracted services to the best of its ability and will make every reasonable effort to provide the services as agreed in writing. OWNER agrees that animal training is unpredictable and results will vary depending, among other issues, upon the following:

- 1. The nature and breed of the animal;
- 2. The OWNER's efforts to reinforce the training;
- 3. The OWNER's efforts to obtain recommended follow-up sessions.

#### ARTICLE THREE

Because of the unpredictability of all animals, TTS DOES NOT WARRANT or GUARANTEE results of any training that it provides, nor is TTS responsible for any aggressive action/behavior of the animal on or off premises. OWNER is SOLELY responsible for any and all aggressive actions/behaviors of the animal subject to this agreement. Further, OWNER shall indemnify and hold TTS, its owners, employees, handlers, trainers, agents, and assigns harmless from any and all loss or actions related hereto, including attorney's fees.

### ARTICLE FOUR

TTS, its owners, agents, employees, trainers, and officers assume no liability for the health or safety of the animal that is participating in any or all of TTS's services, including, but not limited to, all on-site or off-site services.

### ARTICLE FIVE

A) Vaccinations: OWNER shall provide TTS with current veterinarian records which must indicate that the animal is current in all vaccinations, including, but not limited to, Rabies, Distemper, Bordetella. The animal must, in addition, have a Negative Fecal Occult Test for each on-site visit. On the rare occasion that an animal is left in TTS's care without current vaccinations or if the vaccinations expire during the animals stay with TTS, TTS will obtain the required vaccinations at the OWNER's expense.

B) Veterinary Services: If necessary, and at TTS's absolute discretion, TTS shall obtain veterinary services for the animal at OWNER's expense. OWNER shall indemnify and hold TTS harmless from any loss related thereto. TTS has no obligation to obtain veterinary services for the animal nor does TTS have the obligation to notify OWNER prior to obtaining veterinary services.

C) Veterinary Communications: OWNER agrees and hereby grants TTS consent to obtain veterinary records and information for the animal that is subject to this agreement. TTS may obtain written records or may obtain verbal information from the animal's veterinarian at any time TTS deems it necessary for continued services or prior to initiating services.

## D) TTS reserves the right to deny services or to terminate services at any time, in its absolute and sole discretion.

### ARTICLE SIX

OWNER acknowledges and agrees that all purchases and/or training fees are non-refundable and non-transferable.

### ARTICLE SEVEN

OWNER acknowledges and agrees that TTS is authorized to take pictures and or videos of the animal, and its owner(s), and may publish the same, for promotional endeavors and that this authorization shall remain effective until released by TTS.

### ARTICLE EIGHT

A) In the event that the animal must be transported or if transported at OWNER's request, the applicable fees shall be charged to OWNER and OWNER shall pay such fees in a timely manner. Further, TTS is authorized to transport the animal that is the subject of this agreement.

B) OWNER acknowledges and agrees that in using the transportation services of TTS, there are certain dangers to animal being transported in a motor vehicle.

C) OWNER shall indemnify and hold TTS its owners, employees, handlers, trainers, agents, and assigns harmless from any and all loss, damages or actions related hereto, including attorney's fees, incurred by the animal in transportation.

D) OWNER shall be solely responsible for any and all damage inflicted to or from the consequence of the animal's actions to any TTS vehicle.

E) OWNER releases TTS from any and all responsibility for damages or expenses related to the animal or to property damaged by or through the animal's actions. This release includes time periods both before and after animal acquisition or drop off, regardless of whether or not the OWNER is present during animal acquisition or drop off.

### ARTICLE NINE

A) OWNER acknowledges and represents that all information contained in this agreement, submitted by OWNER, is true and accurate.

B) OWNER shall immediately contact TTS to provide updated information either as soon as it becomes known to OWNER or at TTS's request.

C) OWNER acknowledges that TTS shall rely on the information provided by OWNER in providing the agreed upon services.

### ARTICLE TEN

This agreement shall be governed by and subject to the laws of the state of Indiana, with venue in the County of Elkhart.

Dated this \_\_\_\_\_, 20\_\_\_.

Owner

TTS Representative

Owner

Owner

Trustee Training Services LLC David & Christine Ferris 64429 Pleasant Plain Drive, Goshen, IN 46526 (p) 574.202.8480 (e) TrusteePaws@gmail.com