

AF
ALL FOCUS DOG TRAINING
This Agreement between:

_____ of _____
(Name) (Address)
(hereinafter referred to as "Client") and Chris Floyd acting as agent for All Focus Dog Training, LLC (hereinafter known as "Trainer") pertains to the following:

Client's Dog:

Name: _____ **Breed:** _____ **Age:** _____ **Color:** _____
(hereinafter referred to as "Dog")

Training Fees: Client agrees to pay Trainer a nonrefundable fee in the amount of \$_____ for a package of _____ sessions to be paid at first session. This entitles you to 3 sessions. All sessions must be completed within this scheduling model: the second session should take place no more than two days after the first session. Given the class content is new to the Dog, it is important to ensure the Dog is familiar with all commands and the correction markers. The third session can take place up to a week post the first session. The third session timing allows the Client to implement the training methods and then receive consultation on any difficulties. The remaining sessions must take place once a week. The previously stated schedule must be upheld or sessions will be forfeited.

Bite Risk Fee: Should Trainer find the Dog is a bite risk, Client agrees to an additional \$40 fee to each sessions flat rate to be paid at the beginning of each session.

Dog Health and Vaccinations: Client warrants that Dog is physically fit and in good health, and free of fleas, parasites and infectious diseases.

Training Services: 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 Dog. Trainer will make every reasonable effort to help Client 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. Client understands that he/she and members of the household must follow Trainer's instructions without modification, work with dog daily as recommended, and constantly reinforce training being given to Dog.

Cancellation Policy: If Client fails to give at least 24 hours cancellation notice, there will be a \$25 cancellation fee. If Client fails to be present at time of scheduled appointment, there will be a \$10 late fee. All session fees are still due at the scheduled time of the appointment if client is no call, no show. For a package deal, the session will still be counted as one session.

Release of Liability and Indemnification: Client expressly acknowledges and understands that Trainer's services will be provided in an environment where certain hazards may exist, including, but not limited to, debris in the training area, other animals and their owners, training equipment, water, and other natural hazards. Client expressly agrees to indemnify and hold

harmless Trainer and Trainer's agents and to pay all losses and damages suffered or incurred, and to defend and indemnify Trainer and Trainer's agents from any claims, demands, lawsuits, losses, costs or expenses, including attorney fees, arising out of or in connection with the provision of Trainer's services to Client and/or Dog.

If Dog causes property damage, or bites or injures any dog, animal or person (including but not limited to Trainer and Trainer's agents), during or after the term of this Agreement, then Client agrees to pay all resulting losses and damages suffered or incurred, and to defend and indemnify Trainer and Trainer's agents from any resulting claims, demands, lawsuits, losses, costs or expenses, including attorney fees. If Dog is injured in a fight or in any other manner during or after the term of the Agreement, Client assumes the risk and agrees that Trainer should not be held responsible for any resulting injuries, losses, damages, costs or expenses. At Trainer's sole election, Trainer's duties hereunder shall terminate if (a) in Trainer's sole judgment Dog is dangerous or vicious to Trainer or any other person or animal, or interferes with the training of other dogs, or (b) Client breaches any term or condition of this Agreement. Upon termination in accordance with the foregoing, Trainer's duties shall terminate but all other provisions of this Agreement shall continue in full force and effect.

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

Photo Release: Client grants to Trainer, and/or its representatives and employees, the right to take photographs of Client and/or Dog, and to copyright, use and publish the same in print and/or electronically. Client agrees that Trainer may use such photographs of Client and/or Dog with or without my name and for any lawful purpose, including, for example, such purposes as publicity, illustration, advertising, and Web content.

Executed on this _____ day of _____, 2_____.

Trainer:

Client:

(print name)

(print name)

(signature)

(signature)