**PLEASE READ THIS CONTRACT CAREFULLY. THESE TERMS ARE LEGALLY BINDING AND YOU ARE AGREEING TO THEM AS A CONDITION OF JOYFUL PETS, LLC PROVIDING SERVICES TO YOU AND YOUR PET(S). THIS AGREEMENT INCLUDES BINDING ARBITRATION.**

**Board and Train** The Trainer will work with your dog a minimum of two (2) sessions per training day.

Owner understands that during the 21 day (about 3 weeks) training period the Trainer may have days off work. The total amount of training time will always be such that Trainer keeps dog on track to achieving goals. The Joyful Pets offers other enrichment activities, such as individual Play Times, which you can select if you feel that your dog may need additional activity on non-training days.

The owner understands and agrees that the length of training required, and what can be accomplished, depends in part on the Dog’s prior experience and capacity to learn. Owner also understands and agrees that basic training generally requires 21 days (about 3 weeks), but may take longer in some cases.

Especially, owner understands that in most cases, 21 days (about 3 weeks) of training is not adequate to ensure off-leash reliability. Owner will be required to do follow up training to reach that goal.

The skills worked on in the Board & Train will be: Loose leash walking, Sit on verbal and signal, Down on verbal and signal, Sit-Stay, Down-Stay, Come when called and Leave It. Once basic skills are in place Trainer will work to incorporate these skills into real-life scenarios, such as: Sit-stay as a door is opened; Leave It while passing another dog.

Trainer may take Dog to locations other than the Joyful Pets facility as appropriate to achieve training goals.

**Follow-up** Included in the price of the 21 Day Board & Train:

• Transfer Session to show Owner Dog’s new skills, and to instruct owner how to practice and how to integrate those skills into daily life, and support them with positive reinforcement. Additionally an Joyful Pets Training Manual and Training videos will be given at the Transfer Session

**Evaluation** The Trainer will give periodic progress reports to the owner, and at the Transfer Session scheduled for the Dog’s go-home day, will review with the owner training to be implemented at home to maintain training goals.

If Dog has not met some goals, Trainer will also review whether these goals can be met with additional training (additional cost may be required) or with follow up at home.

**Private Sessions.** Sessions last approximately one hour. However, lateness on the client’s part does not prolong the session. Basic obedience training generally requires six to eight weeks but may be longer in some cases. In other cases where a dog may have had some experience, it may be shorter to reach the expected goals.

**Guarantee.**  Joyful Pets, LLC does not guarantee training in this arrangement. Much of the training is going to be done by the client. The trainer cannot control whether the client follows the advice, does the homework, is consistent outside of training time, and many other factors. However, if the following is documented for the trainer, but there is not satisfactory improvement in the dog as agreed by the client and trainer, a refund of some sort will be considered:

1. Communication in between lessons regarding any difficulties or problems that were arising.
2. Proof that homework was accomplished by the ability of the client to produce results of exercises as will be outlined.

**Maintenance** The Owner understands that the training will result in the Dog responding to the Trainer, and that the Dog may not initially respond as reliably to the Owner. To ensure Dog’s response to Owner, Owner agrees:

• To understand and apply the basic principles of training as described and demonstrated in the Transfer Session, and in the Training Handbook sent home

• To use the cues (commands) supplied by Trainer

• To practice with the Dog daily (10 minutes a day, 6 days a week)

• To integrate training into daily life (as described by Trainer and Training Handbook) so as to support behavior goals (not inadvertently punishing the good behavior and rewarding the bad.)

• To follow training and management advice as given by Trainer Board & Train Contract

**Training Payment is Not Refundable** No refunds are available on Board & Train Packages. Trainer will be available for phone calls and emails for a 3 month period after the Board & Train to help owner maintain training.

**Aggression** Owner expressly represents and warrants that Owner has disclosed to the Trainer in writing (e.g. in the Intake Form and others) any aggression shown by the Dog, towards dogs or people, including but not limited to: growling, snapping, barking, hackling up, staring, lunging, chasing, and biting.

**Liability** All behavioral advice and training suggestions are provided at the Owner's own risk. Use of this information is voluntary and neither The Joyful Pets, its employees nor Trainer is responsible for injury to another human or animal. Owner expressly understands, acknowledges and agrees that Owner is at all times responsible for the actions of the Dog(s). Further, Owner, and not The Joyful Pets, its employees nor Trainer is responsible for any injuries or expenses resulting from socialization or training of the Dog(s). Owner further understands and acknowledges that dogs participating in physical exercises may be injured by running, jumping, chasing a ball etc. Accordingly, Owner expressly hereby promises and warrants that owner shall indemnify and hold harmless the Joyful Pets, its employees, and Trainer for any and all such injuries.

Client acknowledges and understands the risks associated with owning and/or training a dog, including without limitation the risk of dog bites to Client or others, needing to rehome or career-change a dog not suited to work as a service/therapy dog, and any attendant emotional or physical distress or injury from raising and/or training a dog. The client knowingly and voluntarily accepts these risks by entering into this agreement.

Client acknowledges and agrees that Joyful Pets is not responsible for unintentional errors or omissions in training, and that Client is and will remain solely responsible for the actions of Client’s dog. Client agrees to indemnify and hold harmless Joyful Pets, including its owners, trainers, employees, and agents, from any and all claims of injury, losses, expense, costs, or damages of any kind or nature whatsoever, including legal fees, caused in whole or in part by Client and/or Client’s dog while under Joyful Pet, LLC’s instruction or control, and/or while under Client’s care as a result of following any training instructions.

While Joyful Pets endeavors to support Client in acquiring or training a dog to meet Client’s goals and preferences, Client recognizes that animal behavior is unpredictable, and animals may develop unforeseen health or temperament issues, or turn out to be unsuited to Client’s expectations or goals. Client understands and agrees that Joyful Pets offers no guarantees or express/implied warranties regarding assessment, recommendations, training, and/or products or services, and that the same do not carry a guarantee of effectiveness with the dog and/or of meeting Client’s training, behavior, or working/service dog goals.

Client states and affirms that Client has provided Joyful Pets complete and accurate information about Client’s dog, including its habits, health, behavior, training, temperament, and any other matters that may impact Client’s suitability for group classes and/or risk of injury to the dog, other dogs, and people. Client further understands that, at the discretion of the instructor, any dog or team may be removed from any class without notice if any concerns arise, which include without limitation: excessive barking, potentially unsafe behavior around other dogs or people in the evaluation of the instructor, signs of excessive stress in the dog, or the dog is not sufficiently in control by the handler during class.

Client understands that all training services are good for one year from commencement of services, and any services not used within the one-year period will be forfeited and cannot be transferred to other people or dogs or used for other services. Payment for private lessons cannot be used for group classes, and vice versa.

Owner understands all inherent risks associated with boarding, daycare, training, and grooming (including baths and nail trims) and allowing pet (s) to play communally/outdoors. Owner Understands that not all risks are foreseeable and that certain risks cannot be eliminated including injury and illness to Pet(s), other animals, persons and property, sickness, damage, theft, runaway, and even death. Owner specifically acknowledges that boarding and communal play may expose Pet(s) to kennel cough, fleas, ticks, parvovirus, Giardia, coccidia, and other communicable infection/diseases that can cause injury, serious illness, and even death to Pet(s). All service fees are nonrefundable. Owner hereby accepts and voluntarily assumes all risks and releases and forever discharges Joyful Pets, LLC from all Losses as provided by this agreement.

Joyful Pets, LLC has the written consent of the Pet Owner to use any battery-operated or electrical behavioral control devices, such as electronic collars or fences as well as pinch collars and choke chains (terms required by USDA / PACFA).

If any provision is found unenforceable the provision will be deemed amended to render it enforceable to the maximum extent allowed by law and all other provisions shall remain in full force and effect.

**Photo and Video Release** Owner hereby grants The Joyful Pets the absolute right and permission to copyright, use, re-use, publish, and republish videos, photographic portraits or pictures of my pets (listed above) taken during animal behavior consultations, training sessions, and in relation to other animal-behavior contexts. The photos and videos may be used for advertising, marketing, educational, trade, or any other purposes whatsoever.

By signing below, I hereby state and affirm that I have carefully read this agreement, asked any questions I have, understand every provision and their ramifications, agree to be bound by the same, have had the opportunity to seek the advice of legal counsel, and knowingly and voluntarily enter into this agreement without reservation.

Owner Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date \_\_\_\_\_\_\_\_\_\_\_