

TNT Dog Training Services Agreement

Complete this agreement & sign.
Email a completed copy to tntdogtrainingofpa@gmail.com upon enrollment.

This Agreement between:

_____ of _____
(Name) (Address)

(hereinafter referred to as "Client") and Bentz Tozer Jr. acting as agent for TNT Dog Training (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. All sessions must be completed within 6 months from the date of commencement of contract or they will be forfeited.

Dog Health and Vaccinations: Client warrants that Dog is physically fit and in good health, and free of fleas, parasites and infectious diseases. Client must provide proof of vaccines prior to participating in group classes.

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, or is not present at time of scheduled appointment, session fees are still due. 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)

TNT Dog Training Boarding Agreement

Complete this agreement & sign.
Email a completed copy to tntdogtrainingofpa@gmail.com

Owner's Name: _____ Email: _____

Address: _____ City / State / Zip: _____

Home Phone: _____ Cell Phone #1: _____ Cell Phone #2: _____

Spayed Neutered

Pet's Name: _____ Breed(s) : _____

Sex : _____ Weight : _____ Color : _____ Birth-date : _____

Medical Information – Veterinarian's Name / Clinic : _____

Phone: _____ City / State / Zip : _____

No Shots, No Docs, No Service! TNT Dog Training will not board your pet without updated vaccination documentation. Please provide vaccination documentation and medical records.

In addition, please list the current expiration dates for the following vaccinations:

Rabies _____ DHLPP _____ Bordetella _____

Please describe any medical or physical conditions, including any medications or allergies.

Emergency Contact (other than owner) Name : _____

Phone : _____ Email : _____ Relationship : _____

Other Information. Has your dog been ill in the last 30 days? Yes No

Is your dog displaying any coughing, sneezing, or upset stomach? Yes No.

Has your dog ever bitten, attacked or shown aggressive behavior towards people or dogs? Yes No.

If yes, explain:

Has your dog ever been bitten or attacked by another dog, or been abused? Yes No.

If yes, explain:

Please describe any behavioral problems, identify any dietary conditions, or other important information we should know:

Pet Pickup – TNT will release your pet to the following person(s): _____

TNT Boarding Policies

*** Please Read and Initial Each Section ***

1. ____ TNT reserves the right to immediately change your pet's type of boarding if we believe it is necessary to protect the health and well-being of your pet, other pets, or our staff, and Owner agrees to pay any additional costs associated with the change.
2. ____ Owner agrees to pay all costs and charges for special services requested, and provide updated vaccination records from your vet before starting boarding.
3. ____ Owner agrees that the pet shall not leave the facility until all charges are paid in full to TNT.
4. ____ Owner agrees to be solely responsible for any and all acts or behavior of Owner's pet while it is in the care of TNT.
5. ____ Owner specifically represents that they are the lawful and valid owner of the pet, free and clear of all liens and encumbrances.
6. ____ Owner specifically represents that the pet has not been exposed to rabies or distemper within 30 days prior to boarding.
7. ____ Owner agrees that in the event the boarding charges are not paid when due in accordance with this agreement, TNT may retain the pet until such time as the charges are paid. Charges continue to accrue at the agreed-upon daily rate until paid in full. Owner further specifically agrees that a pet that is unclaimed at TNT for ten (10) days beyond its scheduled discharge date is considered abandoned and becomes the property of TNT. Every effort will be made to contact Owner if abandonment becomes an issue. If for any reason the pet is not going to be picked up on the scheduled dismissal date, Owner shall contact TNT to make arrangements to extend the animal's stay and will pay the additional charges based upon the aforesaid daily rate.
8. ____ If the pet becomes ill or if the state of the animal's health otherwise requires attention, TNT at its sole discretion, is authorized to engage the services of a veterinarian or arrange for other requisite attention to the animal up to and including \$500.00 or _____, whichever is greater. If a veterinarian determines that emergency treatment, which exceeds the authorized amount, is needed to save the animal's life or quality of life, and we cannot reach you or the Emergency Contact, we may authorize the veterinarian to perform the emergency treatment. Owner agrees to be responsible for all veterinary costs provided to your animal.
9. ____ It is expressly agreed by Owner and TNT that TNT's liability in no event exceeds the lesser of the current chattel value of a pet of the same species or the sum of \$200.00, whichever is less.
10. ____ Owner agrees to release, indemnify, and hold harmless TNT from any and all manner of damages, claims, loss, liabilities, costs or expenses, including reasonable attorney's fees and related costs, arising out of or related to TNT's services, except which may arise from the gross negligence or intentional and willful misconduct of TNT, including, without limitation, (i) any inaccuracy in any statement made by yourself or information provided by you to TNT (ii) your dog, including but not limited to destruction of property, dog bites, injury, and transmission of disease, and

(iii) any action by yourself which is in breach of the terms and conditions of this agreement.
11. ____ Owner warrants and represents that Owner's pet is not a "show dog" or "show cat" and does not participate in dog shows or cat shows. Owner further represents that Owner generates no revenue or income from the pet's performance. Owner does not intend, plan or anticipate that its pet will generate revenue or income in the future.
12. ____ This Agreement shall be governed by and construed in accordance with the laws of the State of PA. Each party consents to the exclusive personal jurisdiction of the state and federal courts of the State of PA. Owner and TNT must negotiate and mediate in good faith prior to either party filing a cause of action.
13. ____ Force Majeure. Neither Owner nor TNT shall be responsible for failure or delay in performing its duties under this Agreement if such failure or delay is due to tornados, thunderstorms, fire, floods, drought, riot, war or other acts of nature.
14. ____ Words "you" and "your" refers to the Owner. Conversely, "We" and "our" refers to TNT. Owner and TNT may collectively be referred to as "the parties", and singularly as a "party".

15. _____ Entire Agreement. This agreement, and any addendums attached, constitutes the entire agreement between the parties. All terms and conditions of this agreement shall be binding on the heirs, agents and assigns of Owner and TNT.

OWNER ACKNOWLEDGES AND AGREES TO THE ABOVE:

_____ Owner Signature and Date

V2.28.18

V9.19.18