



## Training Agreement TERMS AND CONDITIONS

For the purposes of this contract K-9 Energy LLC and/or its representatives, employees, independent contractors, or agents will be referred to as TRAINER and the Pet Owner(s) will be referred to as OWNER. The parties herein agree to the following terms and conditions.

1. This Agreement applies to training services related to the dog(s) listed within this profile which will participate in training and/or socializing.
2. OWNER affirms having fully and accurately completed TRAINER's intake form for DOG. OWNER acknowledges that having complete and accurate background on DOG through the intake form is essential for training and that TRAINER's obligations to OWNER under this Agreement are contingent upon the accurate completion of the intake form.
3. TRAINER agrees to provide lessons for OWNER and DOG with the goal of teaching OWNER to train DOG and address behavioral issues cited on the attached evaluation form. TRAINER will diligently work with all reasonable efforts to achieve OWNER's behavioral modification and other training goals but does not guarantee any training or behavior modification outcomes.
4. TRAINER has a twenty-four (24) hour cancellation policy. If OWNER fails to give at least twenty-four (24) hours advance cancellation notice or is not present for a scheduled training session, OWNER shall still pay for the scheduled session. This rule applies to single, packaged, or group training sessions. TRAINER retains the right to waive applying such fees at her/his discretion, but TRAINER's election to waive such a fee does not impact the ability to collect a fee in a future case of cancellation without sufficient notice.
5. OWNER understands and agrees that every dog is unique due to its genetics and environmental history (e.g. past experiences, training history, nutrition, health, etc.). As a result, the training and behavioral modification outcomes cannot be guaranteed. OWNER acknowledges and affirms that training may not cure a DOG's aggression, behavioral problems, or meet any other training goals. OWNER acknowledges that the fee for training is not contingent on achieving any behavioral or training goals.
6. OWNER further understands and acknowledges that effective training and behavioral modification depends on the OWNER's participation outside of training sessions, and OWNER commits to following TRAINER's instructions regarding work with the dog outside of training sessions along with reinforcement methods and any adjustments to the home environment to promote effective training.
7. Payment is due prior to any training session, unless otherwise arranged and agreed to by TRAINER.
8. OWNER makes the following representations regarding the DOG to TRAINER:
  - a. OWNER certifies that she/he owns DOG, who will be participating in training and/or socializing.
  - b. DOG has received all required vaccinations. This includes full vaccinations for canine distemper, canine parvo virus, canine hepatitis, and canine parainfluenza (DHPP), Bordetella (kennel cough), and rabies. OWNER understands that socialization or contact with other dogs may expose DOG to the infectious diseases describe above, and other unnamed illnesses or diseases. OWNER accepts the risk of DOG being exposed to such illnesses or diseases through training or socialization and releases any claim against TRAINER for DOG's exposure to any infectious disease while at any training session.
  - c. OWNER has disclosed any history of aggressive behavior to adults, children, or other animals to TRAINER.

d. OWNER has disclosed any history of destructive behavior to property to TRAINER.

e. OWNER is aware of the sometimes unpredictable nature of dogs and that an interaction could take place during socialization that may result in injury to DOG. OWNER assumes such risk and alone assumes responsibility for any such injury to DOG.

f. OWNER acknowledges an ongoing duty to inform TRAINER if any new information regarding the DOG's health situation, aggressive behavior, or destructive behavior becomes known to OWNER.

9. TRAINER may use crating or a bark collar as part of the training program, where deemed appropriate and useful for training goals and DOG's personality and background, as determined in TRAINER's sole discretion and judgment. OWNER agrees that TRAINER may use crating or a bark collar in training at TRAINER's discretion.

10. OWNER acknowledges and assumes the risk that dog(s) socialization can be boisterous and include risks of injury from other dog(s) or simply overexertion. OWNER agrees and acknowledges that, unless OWNER has provided written instructions to the contrary, OWNER's dog(s) may encounter, play, and interact with other dog(s) in TRAINER's care. OWNER acknowledges that risks of such interaction can include serious injury or even death. OWNER EXPRESSLY WAIVES ANY CLAIM AGAINST TRAINER FOR INJURIES, INCLUDING DEATH, SUSTAINED BY DOG RELATED TO INTERACTION WITH OTHER ANIMALS IN THE CARE OF TRAINER, UNLESS SUCH INJURIES RESULTED FROM GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT BY TRAINER. OWNER FURTHER AGREES NOT TO INITIATE ANY LEGAL PROCEEDINGS BASED ON SUCH CLAIMS AGAINST TRAINER.

11. TRAINER will provide the services stated herein in a reliable, caring, and trustworthy manner. This includes considering the appropriateness of socialization groups for any particular dog. In consideration of these services and as an express condition thereof, OWNER expressly waives and relinquishes any and all claims against TRAINER except those arising from gross negligence or willful misconduct on the part of TRAINER.

12. If a medical emergency arises for a DOG, TRAINER will make reasonable efforts to contact the OWNER prior to the administration of care. However, if notice is not possible or impractical in TRAINER's sole judgment, TRAINER is authorized to make veterinary care decisions for DOG. OWNER also authorizes TRAINER to seek medical services at the closest Veterinarian Hospital if TRAINER believes doing so is required by the medical situation. OWNER agrees to reimburse TRAINER for all services rendered by any veterinarian authorized by OWNER. OWNER further agrees to pay for any emergency veterinary services authorized by TRAINER without the consent or rejection by OWNER due to OWNER's unavailability. OWNER shall complete the attached Veterinary Treatment Authorization to facilitate treatment.

13. AS A CONDITION OF DOG'S PARTICIPATION IN TRAINING WITH TRAINER, OWNER AGREES TO INDEMNIFY AND HOLD HARMLESS TRAINER, AND ITS OWNER(S), EMPLOYEES, REPRESENTATIVES, OR AGENTS, AGAINST ANY AND ALL LOSSES, LIABILITIES, DAMAGES, FINES, OR EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS) ARISING FROM OR RELATED TO ANY DAMAGE TO ANY THIRD-PARTY PERSON, PROPERTY, OR ANIMAL, OR EMPLOYEE OR AGENT OF TRAINER, THAT RESULTS FROM ACTS OR BEHAVIOR OF OWNER'S DOG.

14. OWNER shall allow TRAINER to use his or her dog(s) name and any images or likeness of taken while in TRAINER's care or otherwise provided by OWNER in any form or format, for use in any media, marketing, promotional, trade, or other materials.

15. If any provision of this Agreement is determined unenforceable, the remaining provisions shall be severable and remain in full force and effect. The parties further direct a court or other judicial body to attempt to give force to any unenforceable provision as fully and as closely to the intent of the parties as possible.

16. If a dispute arises regarding this Agreement the parties shall endeavor to first resolve it through direct discussions. If they cannot do so, the parties shall engage in mediation before recourse to litigation. Once one party files a request for mediation, the parties agree to select a mutually agreeable mediator and conclude such mediation within ninety (90) days of the mediation request. Each party shall be responsible for its own costs with regard to mediation, except that the parties agree to share equally the mediator's fees. In the event the dispute results in litigation, if TRAINER prevails, he may recover all attorneys' fees and costs related to such litigation.

17. In the event it is necessary for TRAINER to institute collection proceedings for monies due, OWNER agrees to pay all of TRAINER's attorneys' fees and costs associated with said collection proceedings.

18. Should TRAINER determine in their sole discretion that DOG is not suitable to complete the program for any reason, OWNER will be responsible for \$100 per overnight, no equipment shall be included, but OWNER will not be responsible for the remainder of the fee.

19. Additional days cost the regular boarding fee if OWNER does not pick up DOG on the agreed upon day. OWNER agrees that DOG will not be removed from the kennel until fees are paid in full.

20. TRAINER may transport DOG via automobile as deemed necessary by TRAINER to aid in DOG's training/rehabilitation without consent from OWNER. TRAINER may transport DOG via automobile between TRAINER'S facilities, as TRAINER deems necessary to aid in DOG'S training, boarding, day care, or due to capacity fluctuations between facilities without consent of OWNER.

21. In the event of a physical altercation between DOG and another dog/dogs in TRAINER'S care, TRAINER will not give OWNER or any other dog owner information about the other dogs involved in the altercation.

22. By OWNER's signature below, OWNER gives consent to participate in said activities, and realizes that by signing & submitting this form as a legal release, OWNER is forever releasing from liability and agrees not to sue TRAINER for injuries or damages to OWNER or DOG from any and all manner of actions, causes of such actions, claims and demands whatsoever, in law or in equity, which may arise now or in the future because of, or pertaining to, OWNER's participation, or DOG's participation in any activities throughout any program provided by TRAINER. OWNER understands this is legally binding and signs it of their own free will. And OWNER is promising to read the Terms and Conditions in their entirety and will raise any questions to TRAINER prior to beginning training.

Owners Name

Owners Signature

Date

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## Primary Contact Name and Information

First Name

Last Name

Primary Phone Number

Email

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## Are there other members in your household besides yourself?

No, I live alone.

Yes, I have an adult partner or roommate.

Yes, I have a family with children

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## Secondary Contact Name and Information

First Name

Last Name

Primary Phone Number

Email

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## Home Address

Street Address

Address Line 2

City

State

Zip Code

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Your dog's breed, genetics, age, health, and background are an important part of the puzzle that helps us to learn how we can BEST help you!

PLEASE take the time to fill out this important form. It will allow us to profile many important pieces that will help us develop an exercise program that works best for you and your dog(s).

These questions are particularly important to us as they will help us explain why and how we need to use particular tools during your dog's mental and physical exercise needs.

For example.... Basic Loose Leash Walking, Off Leash Play, Problem Behavior/Aggression/Socialization Program.

Thank you for taking the time to fill out the form in detail so that we can best help you. Once we receive the form we will contact you.

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### **Main K9 Information**

K9's First Name	Breed	Age	Gender	Spayed/Neutered
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Where did you get this K9?	K9's age when you acquired it?	Are they on medication?
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### **Other K9's in the Home Information**

#### **2nd K9's Information**

K9's First Name	Breed	Age	Gender	Spayed/Neutered
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Where did you get this K9?	K9's age when you acquired it?	Are they on medication?
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#### **3rd K9's Information**

K9's First Name	Breed	Age	Gender	Spayed/Neutered
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Where did you get this K9?	K9's age when you acquired it?	Are they on medication?
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#### **4th K9's Information**

K9's First Name                      Breed                      Age    Gender    Spayed/Neutered

Where did you get this K9?    K9's age when you acquired it?    Are they on medication?

#### **5th K9's Information**

K9's First Name                      Breed                      Age    Gender    Spayed/Neutered

Where did you get this K9?    K9's age when you acquired it?    Are they on medication?

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#### **Main K9's Evaluation Questions**

##### **How often does this K9 get exercise?**

1 times a week

4 times a week

2 times a week

5 times a week

3 times a week

6 + times a week

**What type of exercise do you do? (walk, run, bike, treadmill....)**

##### **Have you used a professional trainer before?**

Yes

No

**If yes, what type of training**

**What were the outcomes of your past training experience?**

**What type of training equipment have you and/or currently use? (Please check all that apply)**

Flat Collar

Slip Lead

Head Halter (Genital Leader)

Choker Chain

Harness

Prong Collar

No Pull Harness

Martingale

Prong Collar

Electric Collar

Other

Please Specify

**What motivates your K9? (Please check all that apply)**

Food

Toys

Pets

Human Interaction

Games / Playtime

Other

Please Specify

**Does your K9 lunge/pull on the leash?**

Yes

Sometimes

No

**What does your K9 lunge/pull at \_\_\_\_\_ while on a leash? (Please check all that apply)**

Other K9s

Small animals

Cats

Squirrels

Rabbits

Birds

Other

Please Specify

Sniffing and Marking

Humans

Men

Women

Children

Bicycles

Skateboards

Joggers

Motorcycles

Cars

Trucks

Other

Please Specify



**Does your K9 steal, chew and/or eat .... (Please check all that apply)**

Food

Shoes

Socks

Under Garments

Trash

Furniture

Rugs/Flooring

Children's Toys

Hats

Coats

Clothing

Other            Please Specify

**Has your K9 ever bitten/attacked..... (Please check all that apply)**

Another K9

Humans

Men

Women

Children

Small animals

Large animals

Other            Please Specify

**When you interact with your K9 do you... (Please check all that apply)**

Chase them?

Rough house with them?

Wrestle with them?

Play tug of war?

Nonstop fetch?

Other                      Please Specify

**How does your K9 interact with humans? (Please check all that apply)**

Barks at people?

Jumps on people?

Growls at people?

Nervous around people?

Hyper around people?

Calm around people?

Timid/Shy around people?

Run from people?

Other                      Please Specify

**When your K9 interacts with animals... (Please check all that apply)**

Afraid of other canines

Tolerates other canines

Likes all canines

Stays calm around other canines

Wants to play with other canines

Plays well with other canines

Plays rough with other canines

Fights with other canines

Goes to dog parks

Goes to doggy day care

Has been attacked/hurt by other canines

Other              Please Specify

**When left alone does your K9... (Please check all that apply)**

Bark?

Cry or howl?

Chew and destroy property?

Mark or defecate inside?

Claw/scratch at the door?

Pace around?

Sleep?

Other              Please Specify

**Common K9 behaviors... (Please check all that apply)**

Excessive barking

Hyper

Calm

Lazy

Active

Never rests

Submissive

Fearful

Nervous

Skittish

Shy

Confident

Dominant

Pushy/invades your space

Sits on people

Humps/mounts people or objects

Likes to be handled/petted/touched

Dislikes being handled/petted/touched

Digs

Stool/Poop eater

Toy possessive

**Your K9's food habits... (Please check all that apply)**

Aggressive around people

Calm

Excited

Free food (food always out)

Finicky eater

Eats well

Eats quickly

Respectful around food

Aggressive around dogs

Other                  Please Specify

**Your K9 sleeps...**

On a dog bed

In a crate

Loose in the house

Family member's bedroom

In a human's bed

In a basement

Limited zones in the house

Garage

Outside

Other                  Please Specify

**In your home your K9 is allowed... (Please check all that apply)**

On furniture

In human's bed

To sit on humans

To beg for food

To play fetch

Other              Please Specify

**Your K9's outdoors access... (Please check all that apply)**

Fenced yard

Invisible fence

Uses a doggy door

On a run line

Other              Please Specify

**Does your K9 have a disability? (Please check all that apply)**

Blind

Deaf

Lacks use of back legs

Other              Please Specify

# K-9 ENERGY

## CONTACT INFORMATION

**Sherry Jones** Lead Trainer  
sherry@k-9energy.com

To schedule an evaluation and/or a training session please visit [k-9energy.com](http://k-9energy.com).