

BOARD and TRAIN AGREEMENT

This BOARD and TRAIN AGREEMENT (hereinafter "AGREEMENT") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between Puppy Sense (hereinafter "PUPPY SENSE" and \_\_\_\_\_ of \_\_\_\_\_ (hereinafter "Owner").

WHEREAS, Owner desires to board and train Owner's dog.

WHEREAS, PUPPY SENSE is licensed to board and train dogs.

NOW, THEREFORE, in consideration of the terms and conditions contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, PUPPY SENSE and Owner agree as follows:

1. Owner provides the following information to PUPPY SENSE:

- a. Dog's Name:
- b. Dog's Breed:
- c. Dog's Sex:
- d. Dog's Age:
- e. Owner Email:
- f. Owner Phone Number:
- g. Owner Emergency Name:
- h. Owner Emergency Number:

2. Owner hires PUPPY SENSE to board and train \_\_\_\_\_ beginning on \_\_\_\_\_, 20\_\_\_, (hereinafter the "Start Date").

3. The Board and Train end date is scheduled to be \_\_\_\_\_, 20\_\_\_, unless the program is Results Based, there in will be determined during training program. The Owner understands and agrees that end dates can vary due to various circumstances and this Agreement applies to such events as an extension or early ending date of all services provided by PUPPY SENSE.

4. Board and Train time is 2-3 or more weeks. PUPPY SENSE will give approximate estimates of the Board Train timeframe based upon the initial evaluation and the Dog's progression during the Board and Train. Additional weeks after the Board and Train and/or Day Train has been completed in the sole and absolute discretion of PUPPY SENSE is at additional cost to the Owner.

5. Should the Owner decline additional weeks of the Board and Train behavior modification recommended by PUPPY SENSE, the Owner releases PUPPY SENSE of any liability and responsibility from all previous behaviors and risks associated with the Dog prior to the Board and Train and behaviors and risks associated with unfinished behavior modifications that were left incomplete due to the Owner's denial.

6. Owner understands that training is for the lifetime of the Dog and is required daily. It is the Owner's responsibility to follow training protocol and philosophy of PUPPY SENSE.

7. The cost of the Board & Train is \_\_\_\_\_.

8. All payments due under this Agreement shall be made in the form of check, cash, credit, debit or PayPal. The deposit for all Board and Train and/or Day Train programs is \$500.00. The remaining balance will be due on the Start Date. All payments and deposits are non-refundable.

9. Although every dog's personality is different and will receive an individualized approach to rehabilitation. Owner fully understands the philosophy, tools and techniques PUPPY SENSE uses to train and modify the behavior of their Dog and agrees to the philosophy, tools and techniques used. To reshape the way the Dog views the communication with their Owner, PUPPY SENSE may use (resources and leadership), food, prong collar, affection, bark collars, prey drive rewards, remote training collar, slip lead, duration work, pet convincer, muzzles, relaxation techniques, flat buckle collar, martingale collar, etc., as tools and techniques used in the philosophy of PUPPY SENSE to rehabilitate and modify Dog behavior.

10. PUPPY SENSE permits Owners to provide bedding, toys or other personal property for Dog during Board and Train. However, PUPPY SENSE is not responsible and shall have no liability for any lost, destroyed or misplaced Owner personal property. All Owner personal property left at PUPPY SENSE after the Board and Train will be deemed abandoned and the property of PUPPY SENSE if not picked up in 30 days after the Board and Train end date.

Owner acknowledges that Tucson is a desert environment and that Dog may be outdoors for much of the Board and Train. PUPPY SENSE trains and rehabilitates your Dog in public and real work environments. However, the Owner agrees that PUPPY SENSE has no liability for loss or damage to the Dog or third parties' property resulting from fire, disease, illness, virus, escape, theft, death or other unavoidable causes, in spite of due care.

11. PUPPY SENSE reserves the sole right to terminate this Agreement should PUPPY SENSE determine in it's sole and absolute discretion that the Owner is not compatible with the training methods and the philosophy of PUPPY SENSE. PUPPY SENSE will issue a partial refund to Owner in the amount of the unperformed Boarding and Training and/or Day Training. However no refund will be issued after (3) three weeks of Board and Train.

12. If the Dog shows evidence of a medical problem while under the care and control of PUPPY SENSE, PUPPY SENSE shall have the right to take such measures as it deems necessary for the health and safety of the Dog, without being liable for the cost of the same including the right to administer medication or obtain an evaluation and treatment by a vet of PUPPY SENSE's choice. If in the opinion of PUPPY SENSE or the Vet selected by PUPPY SENSE, the cost of treatment will exceed the amount of one hundred dollars (\$100.00), reasonable attempts will be made to contact Owner, and/or the Vet designated by the Owner, if any, for further instructions. In the event that the Owner or designated Vet cannot be contacted, PUPPY SENSE or the Vet selected by trainer may provide such emergency medical treatment as is deemed necessary to preserve the life and health of the Dog. Owner shall pay cost of all treatment provided for in this paragraph, in addition to the Agreement price prior to the Dog being picked up by the Owner or the delivery of the Dog to the Owner.

13. After the Dog is returned to the Owner, PUPPY SENSE does not except any responsibility for illness, injury or death of the Dog or any person or animal, or damage to any property caused by the Dog.

14. Owner hereby assigns and grants PUPPY SENSE the rights and permission to use, reproduce, distribute, and publish the photograph(s), film(s), videotape(s) , audio and video recording(s), electronic representation(s) and/or sound recording(s) made of Owner and/or Owner's dog (s) at any time during the training and/or boarding of Owner's dog (s) by PUPPY SENSE for purposes of promotional or marketing materials made by or on behalf of PUPPY SENSE. Owner authorizes the reproduction, sale, distribution, copyright, exhibit, broadcast and/or electronic storage of any and all such photograph(s), film(s), videotapes(s), audio and video recording(s), electronic representation(s) and/or sound recording(s) without limitation at the discretion of PUPPY SENSE and waives any right to compensation for any of the foregoing.

15. Owner agrees that all financial costs including (but not limited to) continual training, daily boarding, clothing, shelter, all medical and veterinary fees, food, rehoming fees, resources, and legal services, etc. that PUPPY SENSE incurs as a result of leaving Owner's Dog(s) beyond the end date is Owner responsibility and will reimburse PUPPY SENSE for any such expenses. If the Owner's Dog is not picked up after 10 days, PUPPY SENSE will attempt to contact Owner by phone, email or mail pursuant to the contact information contained in this Agreement. After 10 days, PUPPY SENSE reserves the right to sell the Owner's Dog(s) to recover any and all expenses that have been incurred as a result of the Owner's failure to pick up Owner's Dog(s).

16. Owner represents that Owner is the legal Owner of the Dog; that the Dog is free and clear of any mortgage or other encumbrances that the Dog had not been exposed to Distemper, Rabies or Parvo within the last thirty (30) days; that the Dog has been inoculated as stated on the PUPPY SENSE Intake Vaccination Form and/or records from Dog's veterinarian; and that the Dog is currently and properly licensed.

17. As a condition of my Dog's boarding with PUPPY SENSE, Owner agrees to waive all claims against PUPPY SENSE, its officers, agents, and employees for any and all liability or claims Owner may have because of any Dog's weight loss, sickness, death, bodily injury, personal injury, or because of any loss of property that may arise out of or in any related to Owner's dog(s) Board and Train.

18. Owner will indemnify and hold PUPPY SENSE harmless from any and all losses, claims, costs, damages, liabilities and expenses, including but not limited to, attorney fees, settlement payments, judgments and/or fines ("Losses"), resulting, directly or indirectly, from any breach by Owner of this Agreement.

19. Any notice or other communication required or permitted hereunder shall be sufficient if given in writing, personally delivered, sent by email, or telephonically to the address and phone numbers provided by Owner herein. Owner must notify PUPPY SENSE of any change in contact information and PUPPY SENSE is only required to utilize the contact information provided herein or updated by Owner and delivered to PUPPY SENSE in writing.

20. Owner may not assign this Agreement or any rights or obligations hereunder.

21. Limitation of Damages. Owner's recovery on any damage award is limited to Owner's cost of the Dog. Owner agrees that under no circumstances will PUPPY SENSE be liable to Owner or any other third party for any special, indirect, consequential, treble, multiple or punitive damages of any kind.

22. Governing Law/Venue. This Agreement will be governed by and construed under the laws of the State of Arizona. The parties agree to submit any and all disputes of whatever kind or nature to binding arbitration located in Tucson, Arizona. This shall be the sole and exclusive jurisdiction of all disputes between the parties.

23. The provisions of paragraphs 14, 17 and 18 shall survive termination or expiration of this Agreement.

By signing below the Owner and PUPPY SENSE acknowledges that the above information is correct and that the parties agree to the terms and conditions of this Agreement.

\_\_\_\_\_

Signature Date

\_\_\_\_\_

Print Name

Puppy Sense

By: \_\_\_\_\_

Its : \_\_\_\_\_ Date