



# Positively Splendid Dogs

## Terms & Conditions of Services

**These Terms & Conditions set out an agreement between you, the “Client” and Positively Splendid Dogs, the “Trainer”.**

### **PLEASE READ CAREFULLY**

## **PART 1**

### **Booking Procedure**

A consult is pre-requisite for all Plans, and will begin with your submission of the appropriate Transformation Questionnaire. Once I've received the TQ and reviewed it we will have a follow up phone conversation, in which we can discuss details for the consult and get it scheduled. Payment is required upfront for all consults and plans. Confirmation of your booking will be sent following payment. Payment is accepted via Venmo or Zelle. If payment (including travel fees when applicable) is not received at least 4 days prior to the date for which your appointment is scheduled, your appointment time will be released to other clients and a new date/time will need to be arranged. All bookings, either confirmed or pending are subject to Positively Splendid Dog's Terms and Conditions. Completion of booking constitutes acceptance of these terms and your continued use of Positively Splendid Dogs services confirms your acceptance of the terms both currently and in any future services provided. Client dogs which have had an initial consult with Positively Splendid Dogs may book future plans under the same category (Training or Behavior) without need for another consult.

### **Cancellation Policy**

Cancellations by Client must be made at least 48 hours\* in advance of any scheduled session (be it consult or plan). Client agrees to make every effort to reschedule the session within 14 days of any cancellation. If Client fails to give at least 48 hours\* cancellation notice, is not present at time of scheduled appointment, or is not willing/able to reschedule session within 21 days, session will be forfeit and the fees will not be refunded (if session is part of a Plan, then the plan shall continue minus the “missed” session). Plans must be completed within 4 months of the date which the Plan was purchased, otherwise any remaining sessions will be forfeit and the fees will not be refunded. \*(except in the case of extreme emergency)

### **Supplied Materials**

Any written materials supplied - hard copy or digital - are the intellectual property of either Positively Splendid Dogs or one of several other canine professionals/organizations. The later is available to me with permission to share only with Clients and their immediate family. The same ruling applies to those of Positively Splendid Dogs and Client agrees that none of the supplied materials shall be copied or shared with anyone other than members of the household or persons who regularly care for their dog.





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### **PART 2**

Positively Splendid Dogs LLC will work directly with Client and Client's dog to impart contemporary animal behavior knowledge that best fits their needs. Successful companion animal programs depend on a combination of learned skills on the part of both the pet and owner. Behavior is not static; an animal will not continue to perform even trained behaviors without ongoing practice.

Trainer will make every reasonable effort to help Client achieve training or behavior goals but makes no guarantee of the dog's performance or behavior as a result of providing professional advice. The Client understands that they and members of the household must follow Trainer's instructions without modification, as well as work with dog daily as recommended and consistently reinforce training instructions for the dog. Client acknowledges that training needs to be continued by Client to maintain satisfactory results. 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.

Training/behavior modification may be an activity in which damage or injury to dog(s) and/or persons or property may occur. Client will assume full financial/moral responsibility for the actions of their dog. Client further acknowledges that dog may be exposed to a variety of environmental conditions which include, but are not limited to, vehicular travel, interaction with people and other animals, exposure to adverse weather, exposure to various terrains/surfaces, and exposure to areas with crowds and all types of traffic.

### **LIABILITY**

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 to Client shall terminate if (a) in Trainer's sole judgment dog is dangerous or vicious to Trainer or any other person or animal, 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.





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### PART 3

As a member of APDT and in alignment with the most current animal behavioral sciences as well as my own ethos, I practice LIMA (Least Intrusive, Minimally Aversive) and LIFE (Least Inhibitive, Functionally Effective) models within concept/games based/relationship based training. I take a “whole dog” approach, which consists of addressing health, relationship, enrichment, emotional state, behavior, and training. I have always taken a keen interest in canine health/wellness and while I’ve not yet completed related certifications and am not a doctor, I am happy to make suggestions based on my own well researched/informed experiences and knowledge base.

### PART 4

This Agreement is binding upon Client and any household members of Client (including but not limited to spouse of Client, domestic partner 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 verbal understandings have been made with regard to dog or anything else. Client agrees to indemnify, defend, and hold Trainer free and harmless from and against any claim, demand, loss or liability resulting from canine’s current and future acts. Client waives any and all rights and claims for damages of any sort, including but not limited to consequential, punitive, and emotional distress damages.

**This Agreement may be amended only by a written instrument signed by both Client and Trainer.**

**By booking any service with Positively Splendid Dogs LLC, Client agrees that they have thoroughly read the foregoing content and acknowledges their full understanding of it as well as their agreement to it.**

**Client Name (print):** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_