



TRAINING SERVICES AGREEMENT

This TRAINING SERVICES AGREEMENT (this “**Agreement**”) is made this ____ day of _____, 20____, by and between _____ (“**Trainer**”) and _____ (“**Owner**”). Owner and Trainer are sometimes referred to in this Agreement individually as a “**Party**” or collectively as the “**Parties**”, as the context may require.

RECITALS

- A. Owner desires to hire Trainer for purposes of training _____ [insert name of dog] (“**K-9**”) to perform certain obedience behaviors described in further detail below (“**Dog Training Services**”) utilizing Off-Leash K9 Training, LLC (“**Off Leash**”) training techniques.
- B. Trainer desires to provide Dog Training Services to the Owner of K-9.
- C. Owner and Trainer desire that K-9 be trained on mutually agreeable terms and in an agreed upon manner.

AGREEMENT

NOW, THEREFORE, in consideration of Owner’s hiring and payment of Trainer to perform Dog Training Services, the covenants and agreements contained in this Agreement and for such other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the part, the parties agree as follows:

1. **Training Services.** K-9 will be trained utilizing the following Dog Training Services:
 - 2-Week Board and Train Program
 - Other (See the “**Addendum**” attached to this Agreement detailing the Dog Training Services agreed upon by the Parties).

The 2-Week Board and Train Program curriculum will provide training in the following common situations and commands: “Come”, “Sit” and “Extended Sit”; “Down” and “Extended Down”; “Place” and “Extended Place”; “Drop”, “Loose Leash Walking”; “Off” and “Extended Distance Obedience.” Detailed explanations of each of these situations and commands are provided in Off Leash training materials. By signing this Agreement, Owner acknowledges his or her receipt of the same.

2. **Fees.** Owner shall pay Trainer for the Dog Training Services described above in Section 1 of this Agreement a total of \$ _____ (the “**Fee**”) for:
 - 2-Week Board and Train Program; or
 - Other (as described in the Addendum).

All fees for training shall be due and payable prior to training commencing, unless Owner and Off Leash enroll in a payment plan agreement. Any changes in Dog Training Services made at the request of Owner may result in a change in the rates or charges set forth in this Agreement. Any such change will be acknowledged in writing signed by both Parties.

3. **Refund Policy.** If Owner decides to cancel the Dog Training Services, Owner is entitled to receive a refund as follows:

a. Owner may receive a full refund for the Fee previously paid by Owner to Trainer provided that Owner cancels the Dog Training Services at least thirty (30) days or more prior to the Commencement Date, as defined below.

b. Owner may receive a partial refund equal to fifty percent (50%) of the Fee previously paid by Owner to Trainer provided that Owner cancels the Dog Training Services between one (1) and twenty-nine (29) days prior to the Commencement Date.

The “**Commencement Date**” for purposes of determining Owner’s eligibility for refunds is defined as the date upon which the K-9 is scheduled to be tendered to Trainer for the 2-Week Board and Train Program or in all other instances, the date upon which the first training session is to be provided pursuant to the Addendum.

4. **Veterinarian Services; Health of K-9; Right to Refuse Training Due to Health.** Owner assumes responsibility for arranging any necessary veterinary care. In the unlikely, but possible, need for K-9 to be provided emergency care for the treatment of an injury, illness or condition for which there is a risk of permanent injury or death (an “**Emergency**”) Owner authorizes Trainer to make initial decisions with respect to seeking emergency veterinary services until such time as Owner can assume such decision making. Upon occurrence of an Emergency, Trainer will contact Owner as soon as practicably possible. Owner agrees that all veterinarian and medical expenses shall be paid by Owner, including, but not limited to any expenses incurred in an Emergency made because of Trainer’s decision to seek care.

Owner agrees to provide Trainer with all health records for K-9 requested by Trainer. Owner agrees to have K-9 vaccinated and wormed as necessary. Owner shall present all proof of such vaccinations and care as Trainer may reasonably require prior to the Commencement Date of the Dog Training Services and during the course of Dog Training Services, if required. Trainer reserves the right to refuse to train K-9 in the event K-9 does not appear to be in good health, is deemed dangerous or is unable to undergo Dog Training Services for any reason as determined in Trainer’s reasonable sole discretion.

5. **Standard of Care; Risk of Loss.** Trainer is obligated to meet the standard of care of a reasonable prudent dog owner. In no event shall Trainer be held to any higher standard or care. Trainer’s liability with respect to the death, injury or illness of K-9 shall not exceed \$500.00 per K-9.

6. **Assumption of Risk; Indemnification; Right to Refuse Training Due to Dangerous K-9 Behavior.** Owner acknowledges there are inherent risks associated with participation in training, both with respect to K-9 and to Owner. Owner acknowledges an exhaustive list of such risks to Owner and K-9 cannot practicably be enumerated in this Agreement. Owner expressly assumes all risks associated with participating in the Dog Training Services contemplated in this Agreement as to Owner and K-9. Owner agrees to hold Trainer and Off Leash, together with each of their respective principals, agents, affiliates, partners, successors and assigns harmless from any and all claims arising from damage or injury, whether to person or property, caused by K-9. Owner acknowledges that Trainer is an independent contractor of Off Leash and is not an employee, agent or representative of Off Leash. Trainer acknowledges and represents to Owner that Trainer is an independent contractor of Off Leash and is in full compliance with the terms and conditions of his or her independent contractor agreement, including Off Leash training standards.

Owner covenants and agrees that any and all hazardous behaviors or dangerous propensities of K-9 have been fully disclosed to Trainer. Trainer reserves the right in his or her absolute sole discretion to refuse to train or halt training if Trainer determines that K-9 is dangerous, untrainable, unhealthy, handicapped or otherwise unfit for

training. Upon notification, which may be written or oral, Trainer shall return any portion of the Fee unearned to Owner within thirty (30) days of such notice and this Agreement shall be deemed to be automatically terminated.

7. Liquidated Damages. Owner and Trainer acknowledge that the actual damages likely to result from breach of this Agreement are difficult to estimate and would be difficult for either Party to prove. In the event Owner sues Trainer for breach of this Agreement and Owner is the prevailing party in such litigation, Owner shall be entitled to damages in an amount equal to the Fee stated in Section 2 (the “**Liquidated Damages Amount**”) together with the \$500 per K-9 amount if Section 5 of this Agreement applies, as liquidated damages and not as penalty. The Parties intend that Trainer’s payment of the Liquidated Damages Amount will compensate Owner for any breach by Trainer of its obligations under this Agreement. The remedy set forth in this Section 7 and as otherwise set forth in this Agreement, are the sole exclusive remedies available to Owner in the event of any breach of this Agreement. By executing this Agreement, Owner waives his or her right to challenge this liquidated damages provision and acknowledges the exclusive nature of the remedies available to Owner.

8. Modification or Termination of Agreement. Except as provided for in Section 6, this Agreement cannot be modified or terminated by either Party unless in writing. Trainer shall have the right to terminate this Agreement upon written notice to Owner. In the event Trainer terminates this Agreement for reasons unrelated to any breach of this Agreement by Owner, Trainer shall refund the portion of the Fee not yet earned within thirty (30) days of written notice of termination to Owner. Owner shall have the right to terminate this Agreement upon written notice to Trainer. Owner’s right to a refund of the Fee is set forth in Section 3 of this Agreement.

9. Miscellaneous. (a) This Agreement constitutes the entire agreement between the Parties and all prior and contemporaneous agreements, representations, negotiations and understandings of the Parties, oral or written, are superseded and merged into this Agreement; (b) the rights and remedies described in this Agreement are exclusive of any rights or remedies which Owner may otherwise have at law or in equity; (c) this Agreement may be executed in any number of counterparts, each of which shall be an original, but which together shall constitute one and the same instrument and the Parties intend and agree that electronic (transmitted in .pdf format) or facsimile signatures shall be good and sufficient evidence of signature on all documents and authorizations; (d) this Agreement shall be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Virginia without regard to conflicts of laws principles; (e) all recitals in this Agreement are incorporated by reference into this Agreement as if set forth fully in the Agreement; (f) all provisions in this Agreement are severable and each valid and enforceable provision shall remain in full force and effect, notwithstanding any determination that is binding upon, or enforceable against, the Parties and that renders certain provisions of this Agreement invalid or unenforceable; (g) captions and headings are used in this Agreement for convenience only and shall not be construed to affect the meaning of this Agreement; (h) in the event either Party pursues an action related to breach of this Agreement, the prevailing party at trial shall be entitled to any costs and expenses associated with the same, including reasonable legal fees actually incurred, but if the Parties settle the matter prior to trial, the Parties shall be responsible for their own respective attorney’s fees.

[Remainder of Page Left Intentionally Blank. Signature Page to Follow.]

IN WITNESS WHEREOF, this Agreement has been executed by Owner and Trainer and is effective as of the day and year written above.

TRAINER:

(signature)

(printed name)

OWNER:

(signature)

(printed name)