Pawsitively Perfect

Office Use Only:

Date Filed :_____
Initials: _____

CANINE TRAINING SERVICES AGREEMENT

Contact Information:

Owner's name (s): _____

Address: _____City: _____State: _____Zip: _____

Home Phone: _____ Cell Phone: _____ Text? Y___N___

Email: _____ Do you check your email while gone? Y___N___

Emergency Contact: _____ Phone #: _____

This person needs to be someone other than you or your spouse who, in case of emergency, you trust to make a life-or-death decision.

Pet(s) Information:

1. Pet's name: _____Birthday/Age: _____Breed: _____

   Sex: M F Spay/Neutered: Y___N___

2. Pet's name: _____Birthday/Age: _____Breed: _____

   Sex: M F Spay/Neutered: Y___N___

Vaccination Records:

Please provide written verification from your veterinarian.

ALL VACCINATIONS MUST BE VET GIVEN.

Office Use Only:
Date:_____
Phone:_____
Written: _____
Initials: _____

Pet Name: _____

1. Date of last Bordetella vaccine: _____ Expires: _____
2. Date of last DHPP (Distemper/Parvo vaccine): _____Expires: _____
3. Date of last Rabies vaccine: _____Expires: _____

Pet Name: _____

1. Date of last Bordetella vaccine: _____ Expires: _____
2. Date of last DHPP (Distemper/Parvo vaccine): _____Expires: _____
3. Date of last Rabies vaccine: _____Expires: _____

PLEASE READ CAREFULLY

This Agreement between _____ (hereinafter referred to as "Client") and ***Morgan Evans*** acting as agents for Pawsitively Perfect (hereinafter known as "Trainer") pertains to the following:

Dog's name: _____ (hereinafter referred to as "Dog")

For good and valuable consideration, the parties agree as follows:

Training fees:

a. Client agrees to pay Pawsitively Perfect a nonrefundable fee in the amount of $75.00 for the first private session and $75.00 for each follow-up session. **OR**
b. Client agrees to pay Pawsitively Perfect a nonrefundable fee in the amount of $375.00 for a package of 6 private sessions, to be paid at first session. **OR**
c. Client agrees to pay Pawsitively Perfect a nonrefundable fee in the amount of $105.00 for first in facility session. **OR**
d. Client agrees to pay Pawsitively Perfect a nonrefundable fee in the amount of 525.00 for a package of 6 facility sessions, to be paid at first session.

All sessions must be completed within 12 months from the date of commencement of contract.

If cancellation occurs less than 48 hours, a $45.00 cancelation fee will be accrued. If you purchase a package the first missed/canceled appointment will be forgiven, all further missed appointments will be charged $45.00 cancelation fee or loss of package appointment chosen as owners' discretion. If cancellation occurs less than 24 hours due to emergency, no refund will be given, however, reschedule shall be considered.

Terms and Conditions:

Pawsitively Perfect does everything it reasonably can to provide a healthy and safe training environment.

If Dog causes property damage, or bites or injures any dog, animal or person (including but not limited to Trainer and her agents), during or after the term of this Agreement, then Client agrees to pay all resulting losses and damages suffered or incurred by Trainer and her agents, and to defend and indemnify Trainer and her 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 (or significant other) 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 about 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, that the results of 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. Any remedy provided in this agreement is in addition to all other remedies provided by law or equity. If any provision of this Agreement is invalid, void or unenforceable, they will be severed, and the remaining provisions shall be given full force and effect.

Hold Harmless:

Client will hold Pawsitively Perfect free and harmless from all claims, liability, damage, from disease, other dogs, Dog escapes, fire, transportation to/from destination of training, other unavoidable causes including death. This includes expenses arriving out of any injury to any person or to any person's property by the Dog(s) named in this contract, while in the care, custody and control of Pawsitively Perfect.

Client Signature: _____ Date: _____

Print Name: _____

Waiver, Medical Power of Attorney, Authorization and Acknowledgements

I,_____the undersigned owner of a dog(s) named_____, do hereby release, indemnify and forever hold harmless Nottwoweepeetaukee LLC, DBA Pawsitively Perfect, its employees, officers, agents, subcontractors, customers, visitors, and guests from any and all liabilities (including attorney's fees) arising out of or connected with injuries, illness, loss damage or other harm to myself, my dog(s), my property, and my guests and invitees which arise in any way out of services and /or products provided by or as a consequence of my association with Pawsitively Perfect.

I acknowledge that dogs are unpredictable in behavior, and I understand that injuries to my pet, my guests, and myself might reasonably be foreseen to result from my dog's attendance and participation with Pawsitively Perfect. I am fully aware that Pawsitively Perfect encourages off-leash socialization and interaction of dogs in its custody and care and accordingly I assume any and all risks related to Pawsitively Perfect's performance of its services, including but not limited to bites, bodily injury, illness and disease, theft, falls, collisions with vehicles, natural disasters and death. I also agree to assume all liabilities, costs, damages, claims and expenses that may occur as a result of my pet's actions.

If, in my absence, my dog should be injured, become ill or suffer an ailment or is otherwise deemed by Pawsitively Perfect to require immediate medical attention, Pawsitively Perfect, in its sole discretion, is authorized to make all health care decisions on my behalf, and may utilize the service of a licensed veterinarian to administer medicine or give other requisite attention to my pet(s) at my sole expense. I hereby indemnify Pawsitively Perfect from any action, claim, demand or lawsuit (including attorney's fees) arising out of or connected with the charges made by any veterinarian caring for my dog(s).

I hereby certify and represent that my dog(s) is in good health and has not been ill with any communicable condition in the last 30 days. I also represent that my pet is current on its' vaccinations for Rabies, Bordetella, and DHLP-PVO. I further certify that my dog has not harmed or shown aggressive or threatening behavior towards any person or any other dog or animal. I understand that Pawsitively Perfect reserves the right to refuse use of our facilities or to rescind attendance rights for dogs who, in Pawsitively Perfect's sole determination, act aggressively, are undisciplined, evidence inappropriate behavior or who might otherwise be a danger to themselves, other animals or people. I certify and represent that all of the information provided to Pawsitively Perfect in writing or otherwise relating to my dog and myself is true and correct.

I agree that my dog may appear on Pawsitively Perfect's website, Facebook, Instagram, and advertising from time to time.

I specifically represent that I am sole owner or agent of my pet(s), and that I am authorized to sign this contract. I will immediately notify Pawsitively Perfect of any changes to what I have represented above.

By signing below, I acknowledge that I have read, understand, and accept the terms outlined above in the grooming or daycare/boarding contract. To the best of my knowledge, the information that I have provided in the application materials is both accurate and true. I accept sole and exclusive responsibility for these and all other risks and release Pawsitively Perfect of all liability, no matter the cause**. I also acknowledge that all service, rates, and "pawlicies" and procedures are subject to change without notice.**

_____ _____ _____

Signature **Print Name** **Date**