



DOG TRAINING SERVICES AGREEMENT

This Agreement between _____ (hereinafter referred to as “**Client**”) and EmBark Dog Training, LLC (hereinafter known as “**Consultant**”) pertains to the following:

Client's Dog (Name): _____ Breed: _____ Age: _____

Sex: _____ Color: _____ (hereinafter referred to as “Dog”)

For good and valuable consideration, the Client and Consultant agree as follows:

Service Fees:

Service fees are according to the chart below (update June 1, 2020).

Initials	Initial In-Home Consulting Services			
	Initial Evaluation for Dog Training Services		\$149/session	60-90 minutes
Initials	Individualized In-Home Dog Training Plans			
	Training Plan - 4 pack	4 sessions	\$549	\$137/session
	Training Plan - 8 pack	8 sessions	\$954	\$119/session
Initials	Virtual Consulting Services			
	Individual Virtual Consulting Session		\$99/session	60 minutes

_____ **Fees** (Client initials)

Client agrees to pay nonrefundable fees for services as scheduled. Client agrees to pay a \$25-per-appointment rescheduling fee for any cancelled/rescheduled appointments.

_____ **Individualized Dog Training Plans** (Client initials)

4 pack Training Plan Sessions expire 90 days from date of purchase. 8 pack Training Plan Sessions expire 150 days from date of purchase. Client agrees to forfeit all unused services on the expiration date. Training services scheduled past the expiration date incur full service fees.

_____ **Services** (Client initials)

Consultant agrees to provide training and behavior modification for the Dog. Each session will take place at the Client's home or location otherwise agreed upon. Consultant will make every reasonable effort to help Client achieve training and behavior modification goals, but makes no guarantee of Dog's performance or behavior as a result of providing professional animal behavior consulting and training. Client understands that s/he and those providing care for the Dog must follow Consultant's instructions without modification, work with dog daily as recommended, and constantly reinforce training being given to Dog.

_____ **Media Release** (Client initials optional)

Client consents to photos, videos, and depictions of Client and/or Dog to be used by Consultant for promotional, marketing and similar use.

_____ **Terms** (Client initials)

This Agreement may be terminated by Client at any time for any reason. Any unused services are forfeited. Termination must be provided in writing. This Agreement covers all current and future Dog Training and Consulting services between the Parties.

_____ **Mediation** (Client initials)

Client and Consultant agree to bring concerns, questions or disputes to the attention of the other Party directly and promptly. Both Parties agree to seek mediation prior to litigation. Both Parties agree to resolve disputes privately prior to posting on online platforms.

_____ **Release of Liability** (Client initials)

If Dog causes property damage, or bites or injures any dog, animal or person (including but not limited to Consultant), 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 Consultant 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 Consultant should not be held responsible for any resulting injuries, losses, damages, costs or expenses.

At Consultant's sole election, Consultant's duties hereunder shall terminate if (a) in Consultant's sole judgment Dog is dangerous or vicious to Consultant 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, Consultant's duties shall terminate but all other provisions of this Agreement shall continue in full force and effect.

This Agreement is binding upon Client and its agents. This Agreement supersedes all prior discussions, representations, warranties and agreements of the parties, and expresses the entire Agreement between Client and Consultant 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 with regard to Dog or anything else. Without limiting the generality of the foregoing, Client acknowledges that Consultant 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. This Agreement may be amended only by a written instrument signed by both Client and Consultant.

Executed on this date _____.

Client:

(Print Name)

(Signature)

Consultant:

Owner EmBark, LLC (Print Name)

Owner, EmBark, LLC (Signature)