

Client Service Agreement

This Dog Training Agreement (“Agreement”) is entered into on the effective date (“Effective Date”) by and between Dog’s Best Friend (“DBF”) and the client (“Client”).

1. **Training Services.** DBF agrees to perform certain Training Services (“Training Services”) to Client’s dog (“Dog”) and/or Client on a lesson-by-lesson basis, the goal being to teach the Dog in basic obedience, to coach the Client in training and to provide Behavior Adjustment Training (BAT) focused on empowering reactive dogs to change their emotional and behavioral response to things that scare them, cause too much excitement, or over arousal (usually towards people, dogs, bikes, cars, etc.). DBF will make every reasonable effort to assist Client in achieving basic obedience or training goals but makes no guarantee of Dog’s behavior or performance as a result of providing Training Services. Client may elect for Training Services to take place in a group setting, and if elected, Client and Dog will be training in an environment with other untrained, and potentially aggressive, dogs and clients and Client assumes the risk of such circumstances. Client understands that it is their responsibility to set up a daily living environment for Dog that encourages Dog to practice appropriate behaviors and not allow Dog to be placed in situations where inappropriate or dangerous behaviors can be practiced. Client understands that this may include, but not be limited to, making modifications recommended by DBF to their home, lifestyle and/or the way they and others interact with Dog, and understands that the modifications may last the life of Dog. Client understands that behavior change is a process that takes time, and client commitment, that often extends beyond the length of this contract. The full scope of Training Services that DBF provides is identified in the Price Sheet attached to this Agreement. To schedule Training Services under this Agreement, Client must email DBF at dbfrequests@gmail.com with the specific type of Training Service requested and a requested date or dates. DBF must confirm before the Training Service is scheduled. A signed Dog Training Agreement, Dog Training Intake Form, and Veterinary Release must be provided and “Meet and Greet” must occur before DBF will perform any Training Service.

2. **Dog Training Intake Form.** Client must fill in the Dog Training Intake Form attached to this Agreement identifying which Dog DBF will be providing Training Services for, any and all aggressive behavior shown by Dog, Dog’s training, behavioral and medical history, and any and all “house rules” that Client requires of DBF upon entering Client’s home. Client represents and warrants that Dog has been vaccinated against rabies, DHLPPC, and bordetella, and that vaccinations are current and will remain current through the course of this Agreement.

3. **Veterinary Release and Authorization of Medical Treatment.** Client hereby agrees that DBF is authorized to seek any emergency veterinary assistance as may be needed during Training Services, at the cost of the Client, from the vet specified by Client in the Dog Training Intake Form, or in the case of emergency, any vet in close proximity as chosen by DBF. DBF is not responsible for the health/well-being of the animal. All related fees (including emergency veterinarian fees) will be paid by the Client, or fully reimbursed to DBF within 7 days.

4. **Client Responsibilities.** Client may be responsible for supplying the necessary, safe/supplies needed for Training Services of their Dog(s), including but not limited to a sturdy, well-fit harness or collar for walks, a lead rope or leash, food, cleaning supplies, and medicines. Client authorizes any purchases necessary for the satisfactory performance of the Training Services. Should DBF elect to use its own equipment, DBF is not responsible for the failure of that equipment and the possible resulting injury, loss, or death of Dogs(s). Client agrees to be responsible for the payment of such items, as well as fees for obtaining items, and will reimburse DBF within 7 days for all purchases made. DBF will use a variety of foods during Training Services to reward good behavior. This may include, but is not limited to, peanut butter, meats, cheese, variety of store bought dog kibble and treats, etc. Client understands that DBF may at times use human food during the Training Services and authorizes DBF to do so. If your Dog has any allergies or special dietary concerns, you must note this on their “Dog Training Intake Form” and verbally inform DBF at the Meet and Greet. If your Dog(s) has a food allergy, sensitivities, or special diet, Client is responsible for supplying a bag of treats for each Training Service. Client authorizes DBF to co-mingle Dog(s) with other animals during both transportation and the Services. Client must expressly Dog Pet(s) behavioral issues with other animals on the Dog Training Intake Form. If any injury or fatality occurs during the Services, Client authorizes DBF to take the injured or deceased Dog(s) to the primary veterinarian listed in the Veterinary Release or, if it is not open to the emergency veterinarian listed in the Veterinary Release. As described in Paragraph 9 below, Client agrees to indemnify, hold harmless, and defend DBF, in the event of a claim by any person injured by Dog(s).

Client Service Agreement

the injured or deceased Dog(s) to the primary veterinarian listed in the Veterinary Release or, if it is not open to the emergency veterinarian listed in the Veterinary Release. As described in Paragraph 9 below, Client agrees to indemnify, hold harmless, and defend DBF, in the event of a claim by any person injured by Dog(s).

5. **Effective Date.** This Agreement is effective as of the date signed below (“Effective Date”). Client agrees that the terms of this Agreement apply to the Dog(s) identified on the Dog Training Intake Form and that for any new Dog for which DBF will be providing Training Services for, that Client will fill out a new Dog Training Intake Form. As of the Effective Date, Client authorizes DBF to accept all future reservations for Training Services and to enter Client’s home without additional signed contracts or written authorizations.

6. **Payment and Cancellation Policies.** Client agrees to pay for the Training Services based on the Price Sheet attached to this Agreement. Client understands that the Price Sheet may be subject to change. DBF will endeavor to provide reasonable notice to Client of any changes in costs of the Training Services, however Client is responsible for checking DBF’s website for the most up to date Price Sheet. Any cancellations after 5pm the day prior to Service/day of will be charged in full (no refunds). Payment for Service is due within seven (7) days after receipt of invoice. If DBF cannot access Client’s home or the location of the Dog for any reason (e.g. key does not work, security alarm goes off), Client will still be charged for the Training Service. DBF reserves the right to cancel any Training Service for reasons subject to its discretion, including but not limited to aggressive dog behavior during previous Training Service or inclement weather. Depending on the circumstance will endeavor to reschedule the Training Service per the availability of the Client.

7. **Termination of Contract.** At DBF’s sole discretion, DBF’s duties, hereunder shall terminate if (a) in DBF’s sole judgment Dog is dangerous or vicious to DBF 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, DBF’s duties shall terminate but all other provisions of this Agreement shall continue in full force and effect. If concerns prohibit DBF from caring for the Dog(s), the Client authorizes DBF to place the Dog(s) in a kennel (or previously arranged locale), with all charges (including but not limited to transportation, kenneling, tranquilizing, treating, accessing, and liability) to be the responsibility of the Client.

8. **Client Release of Liability.** DBF agrees to provide Training Services stated in this Agreement in a reliable, caring and trustworthy manner. In consideration of the Training Services as an express condition thereof, Client, its agents representatives, successors, employees, assigns and attorneys hereby fully and finally waives and relinquishes any and all legal claims, expenses, debts, damages, actions, demand, right, remedy, causes of action, judgments, liens, losses, liabilities, attorney fees, charges, orders, assessments, penalties, costs and obligations whatsoever, known or unknown, foreseeable or unforeseeable, in any way arising from or relating in any manner to the Training Services. This waiver includes but is not limited to any claim or action resulting in (i) the injury, loss or death of any Dog, including but not limited to any injury or death that may occur during transportation of any Dog, off leash time, equipment failure, human error such as a dropped leash or slipping on ice, and/or (ii) damage to property (of Client or others) beyond the control of DBF, including but not limited to leaks, electrical problems, and acts of nature. DBF accepts no responsibility for security of the premises or loss if others have access to Client’s home, or if the home is not properly secured. Client agrees to secure home prior to leaving the premises. DBF will re-secure the home in compliance with Client’s instructions and/or leave the house secured as it was found. DBF is not liable for any loss or damage in the event a burglary or other crime should occur while providing Training Services.

9. **Indemnification.** To the fullest extent permitted by law, Client, its agents, representatives, successors, employees, assigns and attorneys agree to indemnify, defend, and hold harmless DBF, DBF owner Ashley Gann, DBF agents, employees and representatives from and against any and all legal claims, expenses, debts, damages, actions, demand, right, remedy, causes of action, judgments, liens, losses, liabilities, attorney fees, charges, orders, assessments, penalties, costs and obligations whatsoever, known or unknown, foreseeable or unforeseeable, in any way arising from or relating in any manner to the Training Services. Client’s duty to indemnify, defend, and hold harmless applies to any loss from events, acts, omissions, conditions, or any other state of facts occurring on, existing, or accruing on or after the Effective Date. If Dog causes property damage, or bites or injures any dog, animal or person (including but not limited to DBF and DBF’s employees), during or after the term of this Agreement,



Client Service Agreement

then Client agrees to pay all resulting losses and damages suffered or incurred, and to defend and indemnify DBF and DBF's employees from any resulting claims, demands, lawsuits, losses, costs or expenses, including attorney fees. Client's duty to indemnify, defend and hold harmless absolutely obligates Client to pay on behalf of or to DBF all loss at such time as DBF become legally obligated to pay such loss. Client's duty to indemnify, defend, and hold harmless applies to the fullest extent permitted by law for any claims by Client and any claims by third parties regardless of whether or not such loss is caused in part by DBF.

10. **Insurance.** DBF will remain fully insured while conducting business.

11. **Feedback.** Client agrees to notify DBF of any concerns within 24 hours of return.

12. **Pet Photo Release.** By signing this Agreement, Client authorizes DBF to take photographs of the Pet and to use these photos at the discretion of DBF, including but not limited to in advertising and social media. This release is effective once this Agreement is signed and dated. Client may revoke this Pet Photo Release at will but must provide notice to DBF in writing 24 hours before such revocation is effective.

13. **Mediation Required.** Client agrees to timely and reasonably cooperate to first undertake mediation for all disputes, controversies, or claims arising out of or relating to this Agreement, using a mutually agreed-to professional third-party neutral, and the mediation shall occur in Garfield County. Mediation shall be an absolute prerequisite to filing a claim in court pertaining to this Agreement.

14. **Governing Law.** In the event of litigation, only after the unsuccessful attempt to resolve the dispute or disagreement by mediation, any suit involving any dispute or matter arising under this Agreement ("Future Dispute") may be brought only in a court of competent jurisdiction located in Garfield County, Colorado. Client hereby consents to venue and the exercise of personal jurisdiction by any such court with respect to any such proceeding. In any Future Dispute, the substantially prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing Party. To the fullest extent permitted by law, Client hereby waives its right to a jury trial for any claims that may arise out of or in any way relate to this Agreement.

15. **Authority to Execute Agreement.** Client represents that it is fully authorized to enter into this Agreement and is the owner of the Dog and authorized to make all medical decisions for the Dog. DBF will not provide Training Services to a Client with "visiting" animals that do not belong to the Client without a signed Training Agreement and Vet Release from the owner of the Dog. Client represents that it has the legal rights to place Dog(s) in the care of Dog sitter, kennel, and vet clinics.

16. **Severability.** In the event any portion of this Agreement is held to be unenforceable, the unenforceable portion of this Agreement will be deleted, and the remaining provisions of the Agreement shall continue in full force and effect.

SO AGREED:

Client Signature

Date

Name

Address

Phone

Email

Emergency Contact Name

Phone



Veterinary Release Form

In the event my Pet(s) appears to be ill, injured, or at significant risk of experiencing a medical issue at the start of Service or while in the care of Dog's Best Friend (DBF), I give permission to DBF to seek care from a veterinarian or vet clinic.

I ask DBF to inform the attending clinic/ vet of my requested total diagnosis and treatment limit of \$_____ (i.e. \$0, \$200, \$1,000, unlimited). DBF advises that Client place credit card on file with vet. I understand efforts will be made to contact me regarding treatments, illness, injury, or potential problems as soon as the condition is deemed not life threatening and/or contact is possible. I understand DBF works to prevent accidents and injuries, but such issues may occur no matter how well the Pet(s) is cared for. I agree to allow DBF to use best judgment in handling these situations, and I understand DBF assumes no responsibility for the actions/decisions of the vet staff and the health or death of my Pet(s). I assume full responsibility for the payment and/ or reimbursement for all vet Services rendered, including but not limited to diagnosis, treatment, grooming, medical supplies, and boarding. Such payments will be made within 7 days of the initial incident. I am also responsible for all Special Service fees assessed by DBF for emergency transportation, care, supervision, or hiring of emergency caregivers, and will pay fees within 7 days of each incident. I authorize DBF and my primary vet(s) to share all medical records of my Pet(s) with vet clinics in an emergency in the interest of providing the best care. I will ensure my Pet(s) is current with rabies vaccinations and will remain current on rabies vaccinations throughout each Service period. I agree to notify DBF of any signs of injury or possible illness before Service as soon as the condition appears. DBF reserves the right to cancel Service when the Pet(s) has a potentially infectious condition. DBF strives to provide dean, safe Service to each client. DBF strongly recommends the Pet(s) be vaccinated, dewormed, and protected from harmful insects according to vet recommended standards. This agreement is valid from the date below and grants permission for future vet care without the need for additional authorization each time DBF cares for my Pet(s). I understand this agreement applies to all Pets within DBF's care. In signing this contract, I agree I have the sole authority to make health, medical, and financial decisions regarding my Pet(s) scheduled to receive care by DBF.

To the Veterinary Hospital:

DBF is authorized to care for my Pet(s) and has my permission to place Pet(s) in your care in case of emergency. DBF will attempt to contact me as soon as medical care is deemed necessary. However, if I cannot be reached immediately, I authorize you to treat my Pet(s) and will be responsible for payment of any fees. Please file this form with my records.

Client signature

Name

Date

Primary vet clinic

Emergency clinic

Clinic address

Clinic address

Phone Number

Phone Number

Vet's Name

Vet's Name

Information Sheet

Please be as detailed as possible

Name: _____ Breed: _____

Age/Birthday: _____ Intact or spay/neutered: _____

Permission to be off leash: _____

Please describe the training or issues you are seeking help with. Please be as detailed as possible:

How would you describe the severity of this problem:

Please describe when the problem began and what age Dog was:

Describe the most recent incident:

Information Sheet

How often does the problem occur:

Has there been a recent change in frequency or severity:

Describe any changes with routine or Dog's health when the problem first started:

What has been done so far to try and correct the problem:

What has been Dog's response:

List any techniques that have been at all successful:

List any techniques that have made the problem worse:

Information Sheet

List any drugs (include dosage) tried so far, and Dog's response to medication:

List any other dietary treatments, supplements, or remedies and Dog's response:

History

Where did you adopt, find, or buy Dog from? If adopted, please detail any information know about previous home(s) or shelter:

At what age did you acquire Dog:

Describe Dog's personality:

Routine

What kind of food does Dog eat, how much and when? Supplements? Treats? Please list below:

Information Sheet

What is Dog's appetite like?

How many times a day or week does Dog go on walks? Where? Duration? Length of leash:

How does Dog feel on walks? Happy, sniffy, concerned, excessive panting, pulling, hyper vigilant? Please describe:

How many times a day or week does Dog get off leash exercise? Where? Duration? Please describe:

How frequently does Dog play fetch or other chase games and what is the duration:

Any other enrichment or activities Dog participates in:

How often does Dog go to the dog park or have play dates and what is the duration:

Information Sheet

Where does Dog sleep and typically how many hours a day is Dog sleeping versus just resting/relaxing:

Home Environment

Other pets in the home? If so, what is the relationship between animals:

Who lives in the home? What is the relationship between Dog and each family member:

How does Dog feel at home? Anxious, safe, calm, restless, on alert, avoidant, destructive? Please describe:

How many hours a day is Dog left alone:

Do you have cameras to watch Dog:

What setting do you live in? Rural, busy city or neighborhood, frequent foot traffic, etc:

Information Sheet

Training

Have you worked with a trainer before? If yes, who? What issues were addressed and how? What were the results:

Did Dog enjoy the training? Did you enjoy the training:

What tools have you used to address Dog's behavior: treats, praise, shock collar, prong collar, no pull harnesses, head halters, cans with coins, spray bottles, back clip harness, flat collar, other:

If you trained Dog at home, please describe the methods used and the results:

Health

Please list all health concerns or issues addressed by vet:

Information Sheet

How often does Dog have an abnormal bowel movement:

Does Dog exhibit any other behavior or issues that may be health related? Excessive licking, grooming, scratching, panting, etc? Please describe:

Does Dog exhibit self injurious or compulsive behaviors such as: biting one's own tail, licking compulsively so bald spots appear on fur, or chasing tail seemingly unable to stop, sucking, star gazing, fly chasing (snapping at imaginary flies), light chasing, staring, whining, howling, etc? Please describe:

Aggression

Has Dog ever exhibited aggressive behavior such as growling, lunging, nipping, or biting? If yes, please answer the following:

When was the most recent aggressive incident:

Has Dog ever displayed aggression to a member of the family:

Has Dog ever displayed aggression to known people, strangers, or both in the home:

Information Sheet

Is Dog aggressive to people when off property:

Is there a particular person or type (age, sex, uniforms) that Dog is most likely to threaten or bite:

Is there a particular location or situation where aggression is most likely to occur:

Has Dog ever bitten hard enough to break skin or cause injury:

Describe situations where Dog barks, threatens, or growls but does not bite:

Does Dog ever display aggression to other animals:

Information Sheet

When Dog threatens or attempts to bite, how do you handle the situation and what is Dog's reaction:

After Dog has bitten how do you handle the situation and what is Dog's reaction:

How would you describe Dog's expression and posture at the time of aggression (cowering, ears back, tail tucked, hackles raised, retreating, hiding):

Anxiety

Does Dog have noise sensitivity:

Does Dog have excessive fear or panic to any situations:

Information Sheet

Is Dog shy/timid:

Is Dog anxious overall or in any particular situations:

How long does it take Dog to settle back down after a "scary" event:

Relationship

What does Dog like:

What do you love about Dog:

Information Sheet

When do you feel most connected to Dog:

Why did you get Dog:

What would an ideal lifestyle with Dog look like:

What would resolving the problem look like for you and Dog:

Anything else we should know about Dog:

Coaching

New to dog ownership/training, unsure of how to handle a problematic behaviors or just want to build a better relationship with your dog? Learn the skills needed to effectively communicate with your dog to teach them new skills, prevent problem behaviors or work through problem behaviors, and/or build a stronger relationship with your dog!

Self Supported

1hr session

Single Session- \$65

5 sessions- \$308.75

10 sessions - \$585

Semi Supported

1hr session, 2 short video reviews, and 3 questions the week following session

Single Session- \$85

5 sessions- \$403.75

10 sessions - \$765

Fully Supported

1hr session, 5 short video reviews, and unlimited questions the week following session

Single Session- \$100

5 sessions- \$475

10 sessions - \$900



Learning Walks

Not sure you have enough time to train or do you want to keep consistency in your training plan? Learning walks are a great way to keep your dogs training consistent and get in extra practice when life gets busy. Or I can establish a new skill for you and then teach you what your dog knows through a transfer skills session if you don't have the time to train the desired skill(s).

Single Sessions

15 minute visit - \$26

each additional dog - \$13

30 minute visit - \$39

each additional dog - \$19.50

1 hour visit - \$58.50

each additional dog - \$32.50

2 hour hike - \$117

each additional dog - \$52

5 sessions with 1 transfer skills session

30 minute visit - \$222.30

each additional dog - \$77.61

1 hour visit - \$333.45

each additional dog - \$185.25

2 hour hike - \$666.89

each additional dog: \$296.40

10 sessions with 1 transfer skills session

30 minute visit - \$386.10

each additional dog - \$193.05

1 hour visit - \$579.15

each additional dog - \$321.75

2 hour hike - \$1158.30

each additional dog - \$514.80

20 sessions with 1 transfer skills session

30 minute visit - \$696.15

each additional dog - \$348.08

1 hour visit - \$1044.23

each additional dog - \$580.13

2 hour hike - \$2088.45

each additional dog - \$928.20

