

Pilates for Dogs Board & Train Agreement

Training Fees: The Board & Train will be completed in 21 days, at \$88/day, for a total of \$1,848.

Transportation Fee: Transportation to the training facility, located at 1766 Mission St, San Francisco, CA 94103, can be requested for a fee of \$50 one way.

Dog Health and Vaccinations: Client warrants that Dog is physically fit and in good health, and free of fleas, parasites and infectious diseases. Client must provide proof of vaccines, including distemper, rabies, and bordetella, prior to participating in the program.

Training Services: This 3 week program will teach your dog the 5 basic commands: sit, down, stay, come, and place. Your pup will also learn how to walk properly on leash, and how not to jump. Enrichment games for mental stimulation will be played to alleviate boredom, so as to decrease bad behaviors such as excessive barking and chewing. Trainer agrees to provide private lessons with Dog on a lesson-by-lesson basis, the goal being to teach Client how to train and work with Dog. Trainer 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 consultation. Client understands that he/she and members of the household must follow Trainer's instructions without modification, work with dog daily as recommended, and constantly reinforce training being given to Dog.

Release of Liability and Indemnification: Client expressly acknowledges and understands that Trainer's services will be provided in an environment where certain hazards may exist, including, but not limited to, debris in the training area, other animals and their owners, training equipment, water, and other natural hazards. Client expressly agrees to indemnify and hold harmless Trainer and Trainer's agents and to pay all losses and damages suffered or incurred, and to defend and indemnify Trainer and Trainer's agents from any claims, demands, lawsuits, losses, costs or expenses, including attorney fees, arising out of or in connection with the provision of Trainer's services to Client and/or Dog.

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 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 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 oral understandings have been made with regard to 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, 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 Trainer.

Photo Release: Client grants to Trainer, and/or its representatives and employees, the right to take photographs of Client and/or Dog, and to copyright, use and publish the same in print and/or electronically. Client agrees that Trainer may use such photographs of Client and/or Dog with or without my name and for any lawful purpose, including, for example, such purposes as publicity, illustration, advertising, and Web content.

Executed on this _____ day of _____, 2_____.

Trainer:

Client:

(print name)

(print name)

(signature)

(signature)

Pilates for Dogs Board & Train Agreement

*** Please Read and Initial Each Section ***

1. ____ Owner agrees to pay all costs and charges for services requested, and provide updated vaccination records from your vet before starting boarding.
2. ____ Owner agrees that the pet shall not leave the facility until all charges are paid in full.
3. ____ Owner agrees to be solely responsible for any and all acts or behavior of Owner's pet while it is in the care of Pilates for Dogs.
4. ____ Owner specifically represents that they are the lawful and valid owner of the pet, free and clear of all liens and encumbrances.
5. ____ Owner specifically represents that the pet has not been exposed to rabies or distemper within 30 days prior to boarding.
6. ____ Owner agrees that in the event the boarding charges are not paid when due in accordance with this agreement, Pilates for Dogs may retain the pet until such time as the charges are paid. Charges continue to accrue at the agreed-upon daily rate until paid in full. Owner further specifically agrees that a pet that is unclaimed for ten (10) days beyond its scheduled discharge date is considered abandoned and becomes the property of Pilates for Dogs. Every effort will be made to contact Owner if abandonment becomes an issue. If for any reason the pet is not going to be picked up on the scheduled dismissal date, Owner shall contact Luis to make arrangements to extend the animal's stay and will pay the additional charges based upon the aforesaid daily rate.
7. ____ If the pet becomes ill or if the state of the animal's health otherwise requires attention, Pilates for Dogs at its sole discretion, is authorized to engage the services of a veterinarian or arrange for other requisite attention to the animal. If a veterinarian determines that emergency treatment is needed to save the animal's life or quality of life, and we cannot reach you or the Emergency Contact, we may authorize the veterinarian to perform the emergency treatment. Owner agrees to be responsible for all veterinary costs provided to your animal.
8. ____ Owner agrees to release, indemnify, and hold harmless Pilates for Dogs from any and all manner of damages, claims, loss, liabilities, costs or expenses, including reasonable attorney's fees and related costs, arising out of or related to Pilates for Dog's services, except which may arise from the gross negligence or intentional and willful misconduct of Pilates for

Dogs, including, without limitation, (i) any inaccuracy in any statement made by yourself or information provided by you (ii) your dog, including but not limited to destruction of property, dog bites, injury, and transmission of disease, and (iii) any action by yourself which is in breach of the terms and conditions of this agreement.

9. ____ This Agreement shall be governed by and construed in accordance with the laws of the State of California. Each party consents to the exclusive personal jurisdiction of the state and federal courts of the State of California. Owner and Pilates for Dogs must negotiate and mediate in good faith prior to either party filing a cause of action.

10. ____ Force Majeure. Neither Owner nor Pilates for Dogs shall be responsible for failure or delay in performing its duties under this Agreement if such failure or delay is due to tornados, thunderstorms, fire, floods, drought, riot, war or other acts of nature.

11. ____ Entire Agreement. This agreement, and any addendums attached, constitutes the entire agreement between the parties. All terms and conditions of this agreement shall be binding on the heirs, agents and assigns of Owner and Pilates for Dogs.

OWNER ACKNOWLEDGES AND AGREES TO THE ABOVE:

Executed on this _____ day of _____, 2_____.

(print name)

(signature)