



Danes and Friends Training

Board and Train

Contract

This is a contract between Danes and Friends Training (hereinafter called “Danes and Friends”) and the dog owner whose signature appears below (hereinafter called “Owner”). The signing of this contract is a one-time requirement and is activated at each board-and-train of owner’s dog or dogs.

1. **Scheduled & Payment.** DANES AND FRIENDS acknowledges that a **non-refundable, non-transferable** 50% deposit was paid by the Owner upon scheduling the Board & Train. The balance of the Board and Train fee is due 2 weeks prior to drop off and will be paid in full (with exception of additional fees incurred during stay).

In addition, the Owner acknowledges that for each day that the dog remains at DANES AND FRIENDS past the pickup date decided (or any other date mutually agreed upon by DANES AND FRIENDS), will be an additional \$175.00 per day charge due when the dog is picked up. If agreed to by DANES AND FRIENDS and the Owner, the Owner may seek additional time at Board & Train. In that event, the Owner will be charged the difference between what he/she has already paid and the additional time. This additional cost will be paid immediately at the time of additional days being added. All board and train prices are subject to Indiana State Sales Tax. DANES AND FRIENDS accepts major credit cards, ACH or Wire Transfer Payments only for Board & Train or Travel Training Services. The Owner acknowledges that there are no refunds. **IN**

- 1.a. Owner agrees to pay in full for any and all services rendered by DANES AND FRIENDS and that remaining balances for board and train services additional services rendered must be paid at the time of pick up. Owner understands that DANES AND FRIENDS does not give refunds for services rendered or services purchased and not used. The prices agreed to herein do not include recommended training equipment such as special collars, leashes, e-collars, etc. Should such equipment be recommended, the Owner can purchase them directly from DANES AND FRIENDS should the Owner choose to. Please again refer to paragraph 1 above and note that payment of the Board & Train program will not be refunded. 1 free virtual training, following the Board & Train is offered for those issues addressed in Board & Train. The Board & Train costs cover the boarding and the trainer’s time. It does not cover a guaranteed outcome as there are no guaranteed outcomes.

2. **Virtual Follow-Up Training Sessions.** All Board and Train or Travel Train services include 1 (one) FREE virtual 30 minute training session as follow up to Board and Train or Travel Training Services. The Owner agrees that in order to continue training a mandatory 4 session virtual training package is required POST training program and will be charged for in full in the Board and Train or Travel Train Contract. This 4 session package is discounted to a total rate of \$150 for 4 (four) 30 min virtual training follow up sessions. This package price is reserved only for Board and Train or Travel Train clients and is NON REFUNDABLE and NON TRANSFERRABLE. These discounted Virtual Training Sessions MUST be used within 90 days of dogs initial training program. **IN**

3. **Additional Services Rendered.** I further agree to pay all costs for special services requested, and all veterinary costs for my dog during the time the dog is in the care of Danes and Friends. I understand that my dog will not be released to me without payment of additional services rendered.
4. **Dog Food & Other Items for the Dog.** Owner acknowledges that the dog’s food and any needed medication for the duration of the stay is the Owner’s responsibility and should be dropped off with the dog. The Owner acknowledges that he/she may also drop off toys, a dog bed or blankets from home to assist in making the dog as comfortable as possible. However, the Owner acknowledges that there is a

chance these items can be damaged or lost. As such, the Owner agrees that DANES AND FRIENDS will not be held responsible or liable for any lost, stolen or damaged personal property belonging to Owner or his or her dog.

5. **Emergency Care of Dog.** DANES AND FRIENDS will make every attempt to call and contact the Owner and/or Emergency Contact (as previously provided by the Owner) in the event of an emergency. The Owner authorizes DANES AND FRIENDS to take actions they deem reasonably necessary to ensure the health, well-being, and safety of the Owner's dog and to take reasonable action to resolve any medical problems that may arise while the dog is in its care. The Owner agrees to assume full financial responsibility for any and all expenses incurred because of DANES AND FRIENDS's actions. The Owner understands that DANES AND FRIENDS staff is expected to make a reasonable attempt to contact the Owner and/or the emergency contact before incurring such expenses, that they may need to incur such expenses if they can't reach me, and that an emergency could arise where it would not be feasible for them to contact me before the expense is incurred. In all scenarios, the Owner agrees to take full financial responsibility of the expenses incurred on its dog's behalf.
6. **Dog Health.** I understand that despite the best efforts of care and cleanliness at Danes and Friends, certain communicable diseases, especially but not limited to, upper respiratory illness may be unavoidable in any multiple animal care facility. I understand that Danes and Friends will make every reasonable attempt to contact me in the event of my dog becoming ill or if the state of my dog's health otherwise requires professional attention. Danes and Friends, in its sole discretion, may engage the services of a veterinarian (including after hour care) or administer medicine or give other requisite attention to my dog, should I be unreachable, and I understand that I will have to pay the expenses.
_____ **IN**
7. **Flea & Tick Preventative.** Owner confirms his/her dog is free of fleas, ticks, worms and other insects and parasites and that his/her dog is on a flea and tick preventative. DANES AND FRIENDS reserves the right to reschedule the board and train if it determines, at its sole discretion, that the dog is not free of fleas, ticks, worms or other parasites since this poses significant risks to other dogs and DANES AND FRIENDS staff.
8. **Proof of Vaccination.** I understand that I must produce paperwork from my veterinarian as proof that my dog has the required vaccines to be boarded at Danes and Friends. Any vaccine concerns (titers, exclusions, etc.) will be directed to Danes and Friends and handled on a case-by-case basis. I verify that to the best of my knowledge my dog is healthy and free of contagious disease. Should Danes and Friends have reason to question the health of my dog upon presentation, I understand that I may be asked to remove my dog from the facility and produce a health certificate from my veterinarian.
9. **Injuries.** Danes and Friends is careful to provide appropriate and adequate supervision for all the dogs in their care. However, dogs are prone to rough play and ingesting things they shouldn't, and as a result, injuries can occur. I acknowledge that certain risks of injury in the board-and-train setting do exist, and hold Danes and Friends blameless for all injuries resulting from my dog's activities. If my dog is found to be the cause of an aggressive action towards another dog or human, I acknowledge that I am responsible for any veterinary or medical charges resulting from this action. The determination of fault of such actions will be made by the Danes and Friends employees witnessing the event. And this determination is final. I further understand that I am responsible for the cost of any legal action resulting from my dog's behavior involving other dogs, humans, or property. I understand that should a dispute of blame arise from any action involving my dog, Danes and Friends reserves the right to release my name, address, phone number, or other pertinent information to those involved, to include, but not limited to, legal entities.
10. **Ownership.** I specifically represent that I am the sole owner of the dog and all information provided on dog information sheet is accurate and correct as of the date of this signed contract.
11. **Abandoned Dog.** If my dog has not been picked up by myself or my representative, and I have not contacted Danes and Friends 14 days after my expected return, Danes and Friends may consider my dog abandoned and will have the authority to place the dog in the protective care of a rescue group or humane society. Danes and Friends will, of course, make every attempt to contact me before such

action is taken. A fee of \$175/day will be charged every day after the pickup date specified in this contract. I understand that the dog(s) will not be released to me until all fees have been paid in full.

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12. **General Hold Harmless.** Whether or not Danes and Friends is addressing a serious behavior problem such as but not limited to aggression, I understand that dog training comes with an inherent risk. I understand that the following statement will hold true regardless of the training venue to include, but not limited to, my home, Danes and Friends, or any “off premises” training I or Danes and Friends may do with my dog and any member of the Danes and Friends training team: I will hold Danes and Friends Dog Training (Danes and Friends), trainers, training assistants, trainer apprentices or employees harmless of any blame, fault, or wrong-doing should myself or my dog, family member, or any other training participant or observer be injured during the course of evaluation or demonstration of dog training techniques with any Danes and Friends Trainer, training assistant or trainer apprentice.
13. **Training Success.** I understand that the extent to which a dog remains successfully trained is a function of interest, commitment, consistency, and cooperation of the owner upon and after transfer sessions by Danes and Friends. I acknowledge and agree that there is no guarantee that my dog will retain the desired level of training, after being returned to my care. _____IN
14. **Damages/Losses to Personal Property.** Danes and Friends is not responsible for lost or damaged toys, bedding or any miscellaneous items.
15. **Training Tools.** By participating in our board and train program Owner acknowledges and fully understands that DANES AND FRIENDS will employ training tools and techniques that are used to train and modify the behavior of dogs. Furthermore, Owner is aware that dog training at the Danes and Friends can include training tools such as prong collars and e-collars. Owner engages DANES AND FRIENDS to provide services for his/her dog as is deemed necessary in the sole discretion of DANES AND FRIENDS.
16. **Natural Disaster/Emergency Policy.** In the event of a natural disaster including, but not limited to tornado, flooding, earthquake, etc., or other emergency that makes the DANES AND FRIENDS facility unusable (i.e., fire, flooding), the Owner understands it is his/her responsibility to pick up the dog (or make arrangements for pick up) in a timely manner and in accordance with any mandatory evacuations, etc. The Owner understands that DANES AND FRIENDS will do everything reasonably possible to secure the safety of the dog during a natural disaster and the Owner agrees to indemnify, release, and hold DANES AND FRIENDS harmless of any and all liability related to any natural disaster of any sort.
17. **Dane and Friends’ Limit of Liability.** It is expressly agreed by Owner and DANES AND FRIENDS that DANES AND FRIENDS’s liability shall not exceed the lesser of the current chattel value of the dog of the same species or the sum of \$200.00, whichever is less.
18. **Owner’s Release & Indemnification to DANES AND FRIENDS.** Owner agrees to release, indemnify, and hold harmless DANES AND FRIENDS 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 DANES AND FRIENDS’s services, except which may arise from the gross negligence or intentional and willful misconduct of DANES AND FRIENDS, including, without limitation, (i) any inaccuracy in any statement made by the Owner or information provided by the Owner to DANES AND FRIENDS; (ii) the Owner’s dog, including but not limited to destruction of property, dog bites, injury, and transmission of disease, and (iii) any action by the Owner which is in breach of the terms and conditions of this agreement. DANES AND FRIENDS reserves the right to immediately change his or her dog’s boarding or doggie daycare schedule if DANES AND FRIENDS believes it is necessary to protect the health and well-being of the Owner’s dog, other dogs or DANES AND FRIENDS staff.

19. **Governing Law.** This Agreement is governed by the laws of the State Indiana without regard to conflicts of law principles. DANES AND FRIENDS and the Owner agree that all actions or proceedings arising directly, indirectly or otherwise in connection with, out of, or related to or from this Agreement shall be litigated only in courts located in Morgan County, Indiana.

20. **Severability.** If any provision of this Agreement is determined to be unenforceable, such provision will be deemed severed and the remaining provisions of this Agreement will continue in full force and effect. DANES AND FRIENDS will be deemed to have accepted this Agreement, without execution, upon the acceptance of a reservation or payment for services to be provided hereunder or the commencement of the services.

I fully understand and agree to the above conditions and that this agreement shall be activated for each of my dog/dogs in the care of Danes and Friends Training, for every instance of board-and-train provided.

Printed Name of Owner

Date

Signature of Owner

Dog's Name

