Danes and Friends Training



## Virtual Training

## 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 Virtual train of owner's dog or dogs.

- Scheduled & Payment. DANES AND FRIENDS acknowledges that a <u>non-refundable</u>, <u>non-transferable</u> 100% deposit was paid by the Owner upon scheduling the Virtual Training Package of their choice. All virtual training prices are subject to Indiana State Sales Tax. DANES AND FRIENDS accepts major credit cards, ACH or Wire Transfer Payments only for Virtual Training. The Owner acknowledges that there are no refunds. IN
- 2. **Cancellation:** Owner acknowledges the no refund policy, Owner may reschedule the pre-scheduled session if 48 hours notice is provided in writing to <u>danesandfriendstraining@gmail.com</u>. Failure to reschedule a planned session in such a time frame will result in that session being forfeited. Owner may only reschedule one session per package purchased.
- 3. Virtual Training. Content is for personal use only, and may not be sold, recorded, videotaped, shared, taught, given away, or otherwise divulged without the express written consent of the Danes and Friends or its designated agent.
- 4. **Information Reviewed.** The information during Virtual Training is strictly for educational purposes. Therefore, if you wish to apply the ideas to your dog you are taking full responsibility for your actions.
- 5. **Results**. The results of the virtual training package with your dog are contingent upon the owner's time and work. You will NOT have a FULLY trained dog at the completion of this program as that is a process that continues for the life of the dog. IN
- Requirements: Any BITE on record or severe behavior dog MUST have had prior (performed by Danes and Friends Training) Board and Train training services OR Travel Train training services prior to being enrolled in the Virtual Training Packages. \_\_\_\_IN
- 7. **Tools:** Danes and Friends may recommend to owner that additional training tools are necessary, training Tools are the sole responsibility of the Owner to purchase. Proper training will be reviewed if equipment is recommended.

- 8. **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.
- 9. 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.
- 10. **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
- 11. **Damages/Losses to Personal Property**. Danes and Friends is not responsible for lost or damaged toys, bedding or any miscellaneous items.
- 12. **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.
- 13. 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
- 14. **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.
- 15. 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 Virtual Training provided.

Printed Name of Owner

Date

Signature of Owner

Dog's Name