**DOG TRAINING SERVICE AGREEMENT**

This Dog Training Service Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_ between Canine Copilots, LLC (“Trainer”) and the person listed at the end of this Agreement (“Client”) (collectively “Parties”) for K9 Nose Work® training services.

A. **Client Obligations and Representations**: Client agrees to pay Trainer the agreed upon rates for classes and/or private sessions as advertised on the Trainer’s website or otherwise agreed upon.

Client represents and warrants that:

* Client owns the Dog, and has full and complete authority to enter into this Agreement.
* The Dog is current on all immunizations and vaccinations, including rabies. The Dog is free of any diseases communicable to humans and other animals.
* Client has provided Trainer with all relevant medical and behavior information for the Client’s dog(s), including information regarding bites to humans and other dogs.
* Client will immediately notify Trainer if the Client’s dog: (a) bites a human or another dog; and/or (b) if Client’s dog is dismissed from a competition, daycare, kennel or other similar situation for safety reasons.

Client agrees that Client will not use aversive techniques or tools (including electronic collars, prong collars, or pinch collars) during the training sessions. Client agrees that Client and Client’s household will follow Trainer’s instructions, including regarding safety and handling, and will work with the Dog as Trainer recommends.

Client understands and agrees that the materials provided by the Trainer are proprietary to the Trainer, and the Client agrees not to share the materials with any other third persons

B. **Trainer Obligations**: Trainer agrees to provide training sessions in a reliable, ethical, and caring manner. Trainer will make every reasonable effort to address the Client’s and dog’s needs, but Trainer makes no guaranties of performance and no warranties or representations regarding the outcome of the sessions.

C. **Waiver, Disclaimer, Indemnification and Limits of Liability**: Client understands and agrees that the Client is 100% liable – legally and financially – for the Dog and the Dog’s actions at all times, and the Client assumes all risks related to the Dog and this Agreement.

To the fullest extent allowed by law, the Client, on behalf of the Client and the Client’s heirs, representatives and assigns (the “Client Parties”), waives and releases Trainer and its managers, members, employees and contractors (“Covered Parties”) from all liability, damage, injury, loss, or claim related to the Client’s dog and this Agreement (“Covered Claims”).

To the fullest extent allowed by law, the Client, on behalf of the Client Parties, agrees to hold Trainer and all Covered Parties harmless for any Covered Claim, including Covered Claims asserted by any third parties, and to indemnify Trainer and all Covered Parties for any Covered Claims by any third parties, including but not limited to Trainer’s and the Covered Parties’ attorney’s fees and costs.

D. **Cancellation and Termination**: For private sessions, if Client fails to give at least twenty-four (24) hours notice to cancel a session, or is not present at the time of a scheduled session, Client still owes session fees, and the session will count as a completed session.

Either Party may terminate this Agreement with reasonable notice to the other Party. In the event that the Client terminates the agreement after Trainer has already performed services under this Agreement, Client will owe Trainer for the amounts due for the services performed up to the date of termination. Upon termination of this Agreement, Trainer’s duties shall terminate, but the other provisions of this Agreement shall continue in full force and effect.

Trainer reserves the right to terminate this Agreement for any or no reason, including in the event that, in the Trainer’s sole discretion: (1) the dog presents an imminent danger to Trainer or any other person or animal; or (2) Client materially breaches this Agreement.

E. **Miscellaneous Provisions**

1. *Enforceability and Modification*: This Agreement contains the entire Agreement between the Parties, and it may be changed only in writing signed by the Parties. The Agreement may be executed in counterparts, and faxed, scanned or electronic copies shall be deemed an original. Throughout this Agreement, the singular includes the plural and vice versa. To the extent any provision in this Agreement is deemed to be unenforceable, the remaining provisions shall remain in full force and effect.

2. *Notice*: All notices to the Parties shall be sent to the contact information listed below the signature of the party at the end of this Agreement, or to any other address or email address provided by the party during the course of this Agreement.

3. *Applicable law, jurisdiction, and remedies*: This Agreement shall be governed by the laws of the Commonwealth of Virginia, without regard to where the Parties sign the Agreement. In the event of a dispute, Trainer and Client agree to submit to the jurisdiction of the courts of the Commonwealth of Virginia and to litigate in a court of competent jurisdiction in or for the City of Alexandria, Virginia. In the event of litigation, the substantially prevailing party shall be entitled to reasonable attorney’s fees, expert witness fees, and costs from the other party.

By signing below, the Parties indicate that they have reviewed this Agreement and agree to be bound by its terms.

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CANINE COPILOTS, LLC CLIENT

By: Jacy Kelley, Member/Manager Printed Name:

Email: Email:

Phone: Phone:

Address: Address: