

Dog Training Contract

- 1. The owner agrees to pay in full during sign up. Payment must be made before any training takes place.
- 2. All Training classes are non-refundable and non-transferable.
- 3. All Training classes require the owner(s) to take all the information they acquired through our classes, and work with their dogs at home.
- 4. Missed Training Days If it is due to the fault of the owner, the dog will NOT be able to make up the training day. If the missed day is the fault of the Backyard, the instructor will reschedule a day when next available.
- 5. The Backyard reserves the right to refuse any pet or customer for any reason.
- 6. Leashes must be 6 feet long and NOT be retractable. Owners must have all other tools listed in the classes pre -requisites.
- 7. Dogs do not need to be neutered or spayed for training classes however if the female dog is in season or if the male dog marks, they will need to wear diapers, cover ups or belly bands.
- 8. All dogs must be current on all vaccinations required for the specific training classes including Distemper/Parvo, Rabies, & Bordetella (kennel cough) each year. Proof of vaccinations will be required during the sign-up period.
- 9. Owner recognizes and accepts that while their pet is at The Backyard it may be stressful to the pet and will not hold The Backyard responsible for induced illness, injury, behavior change, or weight gain or loss during or after their training classes. The Backyard reserves the right to decline acceptance of a pet if found to have medical condition or exhibits behavior that renders the opinion that our facility is not in the best interests of the pet.
- 10. The Backyard will not be responsible for pre-existing medical conditions including but not limited to; heart conditions, skin allergies/inflammation, moles, surgical sites, arthritis, hip dysplasia, ear infections, fatty and non-fatty tumors etc. on any pets for any services. Owner is to advise The Backyard of any medical conditions in writing.
- 11. The owner agrees to be solely responsible for all acts of Owner's dog while it is enrolled in training classes at The Backyard.
- 12. The owner acknowledges that the prices are subject to change without notice.
- 13. The owner agrees to the best of their knowledge that the pet does not have a flea or tick infestation and gets a regular topical flea/tick preventative. (Ex: Nexguard)

- 14. By signing this contract, the owner certifies the accuracy of all the information provided about said pet.
- 15. Owner agrees to allow the Backyard to use his or her pet's name and any images taken of the pet while the pet is at the Backyard facility, in any form or format, for use, at any time, in any media, marketing, advertising, illustration, trade or promotional materials.
- 16. The Owner specifically represents that he/she is the sole owner of the pet, free and clear of any liens, lawsuits or encumbrances.
- 17. Force Majeure. Neither Owner nor The Backyard shall be responsible for failure or delay in performing its duties under this Agreement if such failure or delay is due to tornados, thunderstorms, snow/blizzard, fire, floods, drought, riot, war or other acts of nature.
- 18. Any controversy or claim arising out of or retaliation to this contract, or the breach thereof, or as the result of any claim or controversy involving the negligence by any party to this contract, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and the judgement upon the award rendered by an arbitrator may be entered in any county having jurisdiction thereof. The arbitrator shall, as part of the reward, determine the costs of such arbitration and reasonable attorneys fee of the prevailing party.
- 19. It is agreed upon that all disputes shall be settled in Ottertail County of MN.

| In agreement to this contract: | | | |
|--------------------------------|--|-------|--|
| Owner signature: | | Date: | |