

West Wind Retrievers & Training: Dog Training Contract

The following training contract is between (Print Dog Owner Name) _____ (Hereinafter called "Owner") and West Wind Retrievers & Training (Hereinafter called "WWRT"). Owner listed above hereby agrees by contract to hire WWRT for the purpose of Dog training. (Print Dog Name) _____ (Hereinafter called "Dog") will be trained for _____ by WWRT bound with this contract. Type of Training

(1) TRAINING FEE:

- a. WWRT will be paid the monthly training fee of \$_____ for Dog listed above;
- b. A non-refundable deposit of \$_____ will be paid to secure training spot, due at signing of contract;
- c. Minimum training contract is for 3 months, except for basic obedience, but not limited to only 3 months. Agreement will be made between the WWRT & Owner, and renewed at Owner's discretion; Minimum training contract for Basic Obedience is 1 month; Dog will remain in training from _____ to _____.
- d. The first months' fee is due at the time of Dog drop-off. Invoices will be sent monthly at which fees are then due one week from invoice date **(7 days)**;
- e. In return for payment WWRT will train Dog listed above,
- f. Expense of feeding Dog is included in the training contract price, with the exception of Basic Obedience in which food must be provided for the initial week of training;
- g. There will be a fee of \$50 applied to any returned checks and the Owner will be required to pay all future fees in cash.
- h. Specialized feed required by Dog must be provided by Owner at Owner's expense;
- i. Live birds will be supplied by WWRT, and are included in the monthly training fee for Gun Dog/Competition Training.
- j. Basic Obedience Training: Three (3) 30-minute Owner-Dog training sessions are included in the Basic Obedience training fee. Owner may request additional 30-minute Basic Obedience Owner-Dog training sessions at a rate of \$25 per 30-minute session.
 - i. In-Home training sessions are available, if requested by Owner, for a rate of \$50 per 30 minute session.
 - ii. Basic Obedience Owner-Dog training sessions are scheduled for Saturday mornings, at the discretion of WWRT. WWRT reserves the right to reschedule training sessions for any reason.
- k. Gun Dog/Competition Training: Three (3) 1-hour Owner-Dog training sessions are included in the 3-month Gun Dog/Competition training fee. One (1) additional hour of Owner-Dog training will be included, per month of contract extension. Owner may request additional 1- hour Gun Dog/Competition Owner-Dog training sessions at a rate of \$50 per 1- hour session.
 - i. Gun Dog/Competition Owner-Dog training sessions are scheduled at the discretion of WWRT. WWRT reserves the right to reschedule training sessions for any reason.
- l. If Owner is unable or unwilling to adhere to the Owner-Dog training schedule, sessions will be forfeited.
- m. A designated time-slot will be established for all appointments; should Owner arrive late to an Owner-Dog training appointment, any time missed will be forfeited.

(2) HUNT TEST EXPENSES:

- a. If Owner requests/agrees that Dog participate in Hunt Test events under the handling of WWRT the following will apply:
 - i. Owner will supply a credit card number for registration for the hunt, and
 - ii. Owner will supply WWRT a **\$75** per event handling/transportation fee.

(3) VETERINARY CARE:

- a. WWRT will on routine basis inspect Dog for injury or sickness;
- b. Proper veterinary care will be sought in the case that it is deemed necessary by WWRT;
- c. Owner authorizes needed veterinary care by signing of this contract. Owner will be responsible to pay all vet bills to **Oaks Veterinary Clinic** at the time of service.
- d. **OWNER IS RESPONSIBLE TO HAVE ALL VACCINATIONS (RABIES/BOOSTER) SHOTS CURRENT ON THEIR DOG. WWRT ALSO REQUIRES EACH DOG BE TREATED FOR KENNEL COUGH. OWNER WILL PROVIDE DOCUMENTED PROOF ON OR BEFORE THE TIME THE DOG ARRIVES AT WWRT;**
- e. Owner must provide enough heartworm medication and flea/tick medication to last the Dog stay. WWRT will administer these medications on a schedule determined by Owner. WWRT can provide such medications at the expense of Owner, and will be added to the monthly invoice.

(4) DEFAULT:

- a. In the event Owner fails to pay fees and/or expenses outlined by this contract for a period of 90 days, Ownership of contracted Dog will be forfeited. After notification that the contact has reached the 90 day delinquent status, Owner will forfeit contracted Dog to cover outstanding balance due to WWRT;
- b. Owner will be obligated by the contract to transfer all Ownership documentation and registration to WWRT, and if legal action is required to obtain proper Ownership documentation Owner will be bound by the contract to pay any attorney's fees, and/or court costs incurred by WWRT to obtain Ownership transfer.

(5) HOLD HARMLESS:

- a. Owner will hold WWRT and John C. Kello free and harmless from any and all claims, liabilities, damages, losses or expenses arising out of any injury to any persons or person's property by the Dog named in this contract, while in the care, custody & control of WWRT.

(6) LIABILITY LIMITATION:

- a. Owner acknowledges that it is accepted that dog training will not provide exact results. Each dog is different in regards to ability, intelligence and temperament. WWRT makes no expressed, nor implied guarantee, to the results reached in training or to the level of competency reached by contracted Dog. WWRT reserves the right to terminate this training contract at any time, and to request that Owner pick up his/her Dog;
- b. All prepaid training fees will be refunded on a daily pro-rated basis in the event that WWRT would make said request;
- c. Owner accepts that this is a training contract, and that WWRT is not an insurer of the condition of the Dog while it is in the custody of WWRT;
- d. WWRT is in no way responsible for the cost of replacing contracted Dog or for any damage of any kind should contracted Dog die, are stolen, escape, become injured, or become ill while in the care of WWRT;
- e. Proper care will be given and generally accepted training methods will be followed while Dog is under contract. (*Training can be dangerous & injury or death can occur; even when all careful measures have been taken*).

(7) PHOTOGRAPHY AGREEMENT

- a. Owner grants WWRT and its representatives the right to take photographs of Owner and/or Dog in connection with above-identified purpose; agreeing that WWRT may use such photographs of Owner and/or Dog with or without my name and for any lawful purpose, including for such purposes as publicity, illustration, advertising, and Web content.

(8) SOLE AGREEMENT:

This contract is the sole agreement between Owner listed and West Wind Retrievers & Training and John C. Kello. Any prior agreements, promises, negotiations, or representations not expressed in this contract are no longer in force or effect.

Exception being additional terms agreed upon as listed below:

OTHER AGREEMENTS:

Owner (Print Name)

Owner Signature

Date

West Wind Retrievers & Training
John C. Kello, Owner/Trainer

Date

Owner and Dog Information

Owner: (please print): _____ Email Address: _____

Address: _____ City _____ State _____ Zip: _____

Home Phone Number : _____ - _____ - _____ Cell Phone Number: _____ - _____ - _____

Emergency Contact Name: _____ Phone Number: _____ - _____ - _____

Veterinarian Name: _____ Phone Number: _____ - _____ - _____

Dog's Registered Name: _____ Registration Number: _____

Dog's Call Name: _____ Breed: _____ DOB: _____

Sex: _____ Spayed/Neutered: _____ Color: _____ Weight: _____

Microchip: Yes or No Microchip Number: _____ Tattoo: Yes or No _____

Heartworm Prevention Last Administered: _____ Flea/Tick Prevention Last Administered: _____

Has your dog been ill in the last 30 days? Yes No

Is your dog displaying any unusual symptoms such as coughing, sneezing, or upset stomach? Yes No

Has your dog ever bitten, attacked or shown aggressive behavior towards people or dogs? Yes No
If yes, explain:

Has your dog ever been bitten or attacked by another dog, or been abused? Yes No
If yes, explain:

Please describe any behavioral problems, identify any dietary conditions, pre-existing injuries/illnesses or other important information we should know:

List Medications to be administered and instructions of dosage:

T-Shirt Size _____ Circle Color Choice: Gray/Black Black/Lime Green Pink/Green Blue/White

How did you hear about WWRT? _____

Office Use Only

Rabies Vaccine Number: _____ Date of Boretella Vaccine: _____ Driver's License Number: _____