

Cowichan Canine Behaviour & Training Ltd

Private Canine Training & Behaviour Modification Services Agreement



This Agreement between _____ of _____ (hereinafter referred to as "Client") and Cowichan Canine Behaviour & Training Ltd (hereinafter referred to as "Instructor") pertains to the following:

Client's Dog (Name): _____

Breed / Colour: _____
(hereinafter referred to as "Dog")

Age: _____

For good and valuable consideration, the parties agree as follows:

Services Instructor agrees to provide evaluations, private lessons and/or consultations ("Consultations") for Client and Dog. These Consultations will take place at Client's home and/or at the Cowichan Canine training centre, or at other suitable venue as determined by mutual agreement. Services may be provided by Lisbeth Plant and/or any other designated representative of Cowichan Canine Behaviour & Training Ltd, as mutually agreed.

It is agreed that the Instructor will:

- make every reasonable effort to help Client achieve training and behaviour modification goals, but makes no guarantee of Dog's performance or behaviour as a result of providing instructions and training services;
- never charge more than the set fee for a single Consultation, even if it goes overtime;
- never charge for travel time or expenses to and from Client's home or other training venue within the Cowichan Valley area;
- never charge for brief telephone or e-mail communications in between sessions that relate to questions about the advice given;
- never charge for consulting with Client's veterinarian (we cannot guarantee that your veterinarian will not charge you for any such consultation; normally, it would only be a brief telephone conversation);
- never charge for training plans, written instructions, handouts, etc;
- never charge any other "hidden extras", except that there may be charges for equipment that may be recommended by Instructor and accepted by the Client as part of the Behaviour Modification Plan, such as for example harness, head halter, anxiety-wrap, calming cap, desensitization CDs, activity toys, etc.

In return, and in order that Instructor's advice may be applicable and Dog may make progress, it is agreed that the Client will:

- give full disclosure of any circumstances surrounding Dog and his/her behaviour, and full and truthful answers to all questions relating thereto, written or verbal;
- be committed to investing the time and effort necessary into working with Dog and to do all the homework and exercises to the best of their ability, including making every effort to ensure that members of the Client's household and other persons with whom the dog may come into contact are also following Instructor's instructions;
- understand that he/she and members of the household must follow Instructor's instructions without modification, work with dog daily as recommended, and constantly reinforce training being given to Dog.
- openly and honestly discuss with Instructor any problem, inability or unwillingness to follow any instructions, so that Instructor and Client can resolve these together and so that there are no misunderstandings that may interfere with Dog's progress.

It is understood that the training and advice that Instructor will give Client is based on current scientific knowledge of Learning Science and dog behaviour. Instructor will use operant conditioning, classical conditioning and relationship education. Instructor will teach and train using force-free principles and techniques and will not use any techniques that are intended to cause Dog fear or pain.

Rates Our rates are listed on our website, www.cowichan canine.ca. Pre-payment is required before services are rendered. Non-refundable discount packages are available.

Confidentiality Instructor agrees to keep Client's file and personal information strictly confidential and not to discuss it with any third party, except the Client's veterinarian, with whom the Instructor is permitted to share the Dog's file and discuss the Dog's case.

Cancellation / Changed Appointment Policy If Client fails to give at least **24 hours notice** of changes or cancellations of appointments, or is not present at time of scheduled appointment, the session fees are still due and charged. For a package deal, the missed session will still be counted as one incurred session of the package. **Client initial:**

Liability If Dog causes property damage, or kills or bites or injures any other dog, animal or person during or after the term of this Agreement, or is injured or killed at any time during or after the term of this Agreement, then Client agrees to pay all resulting losses and damages suffered or incurred, and to defend and indemnify Instructor and Instructor's agents from any resulting claims, demands, lawsuits, losses, costs or expenses, including lawyer and legal fees actually incurred by Instructor, and agrees that Instructor shall not be held responsible for any resulting injuries, losses, damages, costs or expenses whatsoever.

Client agrees to not make any claim, including a third party claim, and not to seek any claim or contribution, against Cowichan Canine Behaviour & Training Ltd, including its directors, agents, assigns, staff and instructors.

Termination Instructor's duties hereunder shall terminate if (a) in Instructor's sole judgment Dog is dangerous or vicious to Instructor or any other person or animal, or interferes with the training of other dogs, or (b) Client does not pay service fees due, or (c) Client breaches any term or condition of this Agreement or (d) either party cancels the agreement. Upon termination in accordance with the foregoing, Instructor's duties shall terminate but all other provisions of this Agreement shall continue in full force and effect.

Scope This Agreement is binding upon Client, and the members of the Client's family and household. This Agreement supersedes all prior discussions, representations, warranties and agreements of the parties, and expresses the entire agreement between Client and Instructor regarding the matters described herein. The parties confirm that, except for that which is specifically written in this Agreement, no promises, representations or oral understandings have been made with regard to Dog or anything else. Without limiting the generality of the foregoing, Client acknowledges that Instructor has not represented, promised, guaranteed or warranted that Dog will never bite, that Dog will not be dangerous or vicious in the future, that Dog will not exhibit other behavioural problems, or that the results of the training will last for any particular amount of time. This Agreement may be amended only by a written instrument signed by both Client and Instructor.

With each payment of a non-refundable fee for a set number of Consultations, Client understands that these services need to be taken up within a reasonable time limit, and that the Consultations will be forfeit if not taken up within a maximum sixty days in between each Consultation. Unless special circumstances exist, Consultations will normally be booked weekly or bi-weekly for maximum effectiveness.

Photography Waiver The Client grants Cowichan Canine the permission to obtain and use photographic and videographic images of the Dog and Client during their participation in any of its programmes and activities.

Executed on this _____ day of _____, _____
in two copies, of which Client and Instructor have taken one each.

Instructor:

Client:

on behalf of Cowichan Canine Behaviour & Training Ltd

(signature)