

Trainer– Client Service Dog Training Agreement

This agreement has been made between _____ (referred to as “Client” hereinafter) and Ariel Baber/Fired Up! Dog Training (referred to as “Trainer” hereinafter), pertaining to Client’s Dog (Name): _____
Breed: _____ Color: _____ (referred to as “Canine” hereinafter). The parties agree as follows:

1) Training Obligation

1. Trainer agrees to provide private lessons for Client and Canine with the goal of coaching and teaching Client how to properly train, work with, and handle Canine. These lessons will take place either in person or virtually via video conferencing.
2. Client and Trainer agree to schedule lessons and/or consultations at least one full day prior to potential lesson/consultation time. Client and Trainer both agree to give each other and each other’s schedules appropriate consideration when scheduling lessons and/or consultation hours.
3. While Trainer will make every reasonable effort to assist Client in achieving behavior and training goals, Trainer makes no guarantee of Canine’s performance or behavior as a result. Client clearly understands that he/she and members of Client’s and Canine’s household must follow Trainer’s instructions and guidelines and not stray, as this could detrimentally impact the future success of Canine. Client and members of Client and Canine household agrees not to work with Canine outside of Client’s competency without Trainer’s direction, assistance, and discretion.
4. Client understands that any and all training methods employed during the program will comply with the Pet Professional Guild’s Guiding Principles of no pain, no force, no fear. Client is expected to comply with those principles at all times, and to avoid use of any method, technique or tool which are intended to cause pain or fear, including but not limited to: slip collars (“choke collars” or “choke chains”), pinch collars (“prong collars”), electronic collars (“e-collars,” “shock collars,” “stim collars,” “remote collars”), physical corrections (“leash corrections,” “leash pops,” “leash jerks,” striking Canine in any way, pushing, pulling, “alpha rolls,”), etc.
5. Client agrees to complete recommended and /or required assignments, which may include sharing videos with Trainer, participating in private online training, responding to questions and scenarios, watching webinars, and/or other pertinent assignments, in order

to assist Client in furthering their knowledge and understanding of dogs, service dogs, task work, safety and handling, dog behavior and body language,, etc..

6. Client understands and acknowledges that depending on age, maturity, temperament, and any previous training Canine may have had, this training program is generally expected to consist of 18 months, however may take more or less time on a case-by-case basis.
7. Client agrees to undergo certain tests or evaluations to assess progress, such as the Canine Good Citizen program, Pet Dog Ambassador, or other tests or evaluation programs. Client acknowledges that while these tests or evaluations are not required by the ADA, they serve as documented proof of training and will help Trainer and Client ensure Client and Canine are progressing appropriately. Trainer reserves the right to require the passing or acquisition of these or other relevant achievements at any time during the training process.
8. Client understands that in order to comply with the Americans with Disabilities Act of 1990 (ADA), Canine must be trained to perform tasks that directly mitigate Client's medical condition(s). Client understands that Trainer requires all teams accepted into the service dog training program to have a minimum of three tasks intended to train Canine to perform, that directly mitigate the medical condition(s) of Client and are physically
9. Client agrees that Trainer has final say on whether tasks are safe and/or appropriate for Canine and/or Client and that when a task is deemed unsafe or inappropriate for Client or Canine, said task will not be taught to Canine or expected that Canine shall perform it at any point.

2) Selection of Canine

1. Trainer agrees to evaluate puppies or dogs for service dog public access temperaments and for the potential to train that animal for the tasks needed by Client to mitigate Client's disability.
2. Client understands that not all puppies or dogs will pass said evaluations and must be prepared to accept that if the evaluated animal does not pass, it will not be accepted into the service dog training program.
3. Client agrees that Trainer will not be held responsible for the potential outcome of the animal not being able to continue training and the potential of that animal being excused from the program (often referred to as "washing out"). Client understands that any canine candidate, despite being raised with appropriate puppy protocols, or passing evaluation into program, has the potential to be excused from the program in the future.
4. Client understands that after excusal from the program, at no point should an excused dog be represented as a graduate of the Fired Up! Dog Training program, nor should an excused dog be represented as a trained service dog.

5. Client understands and acknowledges that it is a federal crime in the United States to falsely represent any dog as a service dog, even if it is well trained or partially trained as such.

3) Client Responsibilities

1. Client will provide Trainer with a letter of prescription from Client's treating physician, on the official practice letterhead, to include the physician's name, practice name, phone number, address, and physician license number.
2. Client agrees to read and fully understand the legal definition of service dog as outlined by the Americans with Disabilities Act 1990 (ADA). Client understands that Canine must meet all criteria set forth by the ADA.
3. Client understands that Canine will be a Service Dog in Training (SDiT) and will not be considered a service dog until both Canine and Client have met all the requirements of this program.
4. Client understands that a handler of a service dog in training is NOT protected under ADA laws until the dog is fully trained as a service dog . Client agrees to refrain from public access training in locations that prohibit pets until such time that Trainer deems Canine ready for public access training. Client understands there will be an addendum to sign prior to beginning public access training, after approval by Trainer.
5. Client understands that he/she is responsible for the acquisition of any and all equipment used on Canine, including vests, capes, harnesses, leash sleeves, and other equipment used to mark a service dog or SDiT. Client is responsible for using any such equipment safely and properly, including applying correct labels/patches on any and all identifying equipment, and agrees to refrain from using equipment that identifies Canine as a fully trained service dog until approved by Trainer to do so.
6. Client understands that all veterinary care, including but not limited to flea/tick prevention, heartworm prevention, comprehensive exams, vaccination, deworming, any specialty exams such as physical structure exam for mobility tasks, etc. is the sole responsibility of Client and that certain physical evaluations and care procedures are a requirement of graduation from the program.
7. Trainer may request, at any time, verification in the form of receipts or records to verify proper vet care has been sought. Client understands that certain tasks, including but not limited to forward motion assistance, counter balance, or guiding by a harness handle, will not be trained until Canine has been approved to perform said task(s) by an orthopedic veterinary specialist. In these cases, Trainer will require documentation from the orthopedic veterinary specialist that Canine has been examined and approved for such work.

8. Client agrees to disclose FULL behavioral history of Canine, including any bite history, whether reported to authorities or not. Client understands that failure to disclose all history of Canine, including any bite history, will result in immediate termination of contract and service by Trainer. Client further agrees to disclose to Trainer immediately any behavior changes (i.e. uncharacteristic fear, reactive or aggressive behavior towards humans, reactive or aggressive behavior towards other animals, behavior changes related to health such as reversal in house training, or any other significant behavior changes) and to pull dog from any and all training in public places (either pet friendly or not).
9. Client agrees to keep a log or record of all training sessions that will, at minimum, include date, location, amount of time spent during session, and what behavior(s) were worked on. Client may include more information if they wish. Periodically, Trainer may ask to see log to ensure it is up to date and includes required information.
10. Client agrees to keep Canine secured by a leash when training anywhere other than on Client's own property, except in safely enclosed areas where off-leash dogs are permitted.

4) Liability

1. Client understands that all activities involving dogs represent at least some risk, and hereby acknowledges that he/she is assuming this risk freely and willingly, and will not hold Trainer responsible for any injury or damages related to participating in any part of this program.
2. Client agrees to hold harmless, release, and indemnify the Trainer and their volunteers, employees, and representatives, against and from any claims and liability for any death, injury, harm, loss, or damage of property, and/or an other damage of any kind whatsoever alleged to have been caused directly or indirectly to any person, animal, or thing by the act of Canine, both during and after participation of the program.
3. If Canine attacks, bites or otherwise injures any other canine, animal or person, during or after the term of this contract, Client agrees to pay all resulting losses and damages suffered or incurred and to defend and indemnify Trainer from any resulting demands, lawsuits, claims, losses, costs, or expenses, including attorney fees. **Canine will then be removed from service dog training and/or service dog work.** If Canine bites in response to an attack by another dog or under other mitigating circumstances, Client agrees to obtain a consultation with a credentialed force-free dog behavior consultant and/or a veterinary behaviorist to determine the suitability of Canine to continue service dog training and/or service dog work in the home and/or in public places. This consultation will take place prior to Client returning with Canine to any and all public settings.

4. If Client becomes ill or injured due to the failure of Canine to perform as expected or due to exposure to allergens used for scent detection task training, Client agrees to assume full responsibility for the failure/exposure and agrees that Trainer and their volunteers, employees, and representatives shall not be liable.

5. Media Release

1. Client grants Trainer, their agents, assigns, and representatives, all rights and permissions to use or appropriate Client's and Canine's name, biography, photograph, likeness, voice, performing persona, or other indicia for telecast, cablecast, broadcast, transmission, or distribution in any format or media now known or known hereafter to become known.
2. Client hereby releases the Trainer and their directors, volunteers, employees, successors, representatives, and assigns from any claim or cause of action for invasion of the rights or privacy, right of personality and rights of similar likeness.
3. Client hereby releases Trainer from any claim for reimbursement for use of above.

6. No Representations of Guarantee

1. Client understands and acknowledges that dogs are breathing, living animals, which have free will and can therefore make mistakes or act unpredictably.
2. Client also understands that Fired Up! Dog Training cannot guarantee that any prospective dog participating in Trainer's service dog training program will complete training and graduate to a level required to meet minimum standards of task work and public access training.
3. Client understands and acknowledges that Fired Up! Dog Training cannot guarantee the precision and accuracy of the dog to perform task work trained to mitigate Client's disability; this is because a dog can become ill, injured, affected by stress, or even a difficult day, which can therefore detrimentally affect the dog's ability to perform trained tasks or task work.

7. Materials and Equipment

1. Client agrees to pay the Materials and Equipment Fee for the service dog program as specified by the Trainer, which will cover the cost of AT MINIMUM:

- a. A service dog identification vest, cape or harness with appropriate phrasing, chosen by Trainer
 - b. A leash sleeve with phrasing chosen by the trainer
 - c. A biothane hands-free leash, for which client may choose color(s) from a provided list
 - d. Shipping of these items to the Client.
2. This fee is non-refundable, even in the event that Canine is excused from the program.
3. In the event that Canine is excused from the program, Client agrees to ship vest (and/or cape and/or harness) and leash sleeves back to Trainer via USPS. Client may keep the leash.
4. Once materials are received by Trainer, Trainer will reimburse Client for the cost of shipping these items to the Trainer.
5. Client agrees to use only supplied materials to label Canine as service dog or service dog in training, unless Trainer provides written approval for other labelling or marking materials.
6. Client understands that receiving materials/equipment does not give him/her permission to take Canine to places that do not allow pets, nor do materials/equipment make Canine a trained service dog.

8. Costs of participation in the service dog training program

1. Cost of lessons are as follows:
 - a. Bronze- \$320
 - i. 4 x 60 minute virtual sessions
 - b. Silver- \$550
 - i. 4 x 60 minute virtual sessions
 - ii. 4 x 30 minute virtual sessions
 - c. Gold- \$110
 - i. 8 x 60 minute virtual sessions
 - ii. 4 x 30 minute virtual sessions
 - d. All prices are subject to change without notice.
2. The cost of materials/equipment is \$____ plus the cost of shipping
 - a. Price is subject to change without notice
3. Payment is accepted in the form of cash, CashApp (\$fireduptrainer), or by Square invoice (Fired Up! Dog Training).
4. Payment is due at time of booking an appointment. Appointments cannot be scheduled until payment is made to secure a spot.
 - a. If purchasing a package, the package must be paid in full at time of booking the first lesson in the package.

- i. If purchasing a 4 lesson package, Client has 6 weeks after the first lesson of the package to use the remaining 3 lessons. After 6 weeks, any lessons not used will be forfeited and will not be refunded.
 - ii. If purchasing an 8 lesson package, Client has 12 weeks after the first lesson of the package to use the remaining 7 lessons. After 12 weeks, any lessons not used will be forfeited and will not be refunded.
 - iii. Packages will not be prorated or discounted for any reason.
5. Cancellation and rescheduling policies are as follows:
 - a. For single sessions, cancellations must be made at minimum 72 hours prior to time of service for a refund. If a cancellation is made less than 72 hour prior, no refund will be issued, but a reschedule may be available.
 - b. For packages, cancellations will only be accepted 72 hours AFTER TIME OF BOOKING for a refund. After 72 hours, no refunds will be issued and packages will not be prorated. A reschedule may be available.
 - c. Reschedules for package lessons will only be attempted for 2 different occasions. After the second reschedule request, you will forfeit the missed lesson. This is in consideration of other clients who need to schedule sessions. Please note that reschedules cannot be guaranteed.
 - d. Any lesson or package that has been rescheduled will be ineligible for a refund.
6. In the case of contract termination, by either Client or Trainer, no refunds will be issued under any circumstances.

9) Contract Termination

1. At Trainer's sole discretion or election, Trainer may terminate this contract for one or more of the following reasons:
 - a. Client misrepresents Canine as a trained service dog prior to graduating from the service dog training program for the purpose of gaining access with Canine to a public place,
 - b. Client takes Canine into a public, non-pet friendly place prior to Trainer approving the team to train in public, non-pet friendly places,
 - c. Client does not comply with techniques, methods, and instructions as set forth by Trainer, including the philosophy of the Pet Professional Guild of no pain, no force, no fear,
 - d. Canine exhibits aggression towards humans and Trainer deems dog a danger,
 - e. Canine begins training for protection or training to bite any equipment intended to be worn (sleeve, pants, etc),
 - f. Canine becomes disruptive in a public place and Client does not immediately remove Canine from the location,

- g. Trainer determines Canine is not capable of performing service dog tasks,
 - h. Trainer finds Client has not disclosed Canine's full health, behavior, and/or training history to the best of Client's knowledge or Trainer finds that Client was dishonest about Canine's health, behavior, and/or training history,
 - i. Any other reason at the sole discretion of Trainer.
- 2. Client understands that he/she may terminate this contract at any time.
- 3. If this contract is terminated by either party, no refunds will be issued, Trainer's services will terminate, but all other provisions of this contract shall continue in full effect and full force.

NOT VALID

10) Tasks

1. Client will list below a minimum of 3 and a maximum of 10 tasks desired to teach Canine to perform to mitigate Client's disability/health condition.
2. Client agrees that Trainer has the final say on whether tasks are appropriate and/or safe for Client and/or Canine to learn/perform.

Task 1: _____

Task 2: _____

Task 3: _____

Task 4: _____

Task 5: _____

Task 6: _____

Task 7: _____

Task 8: _____

Task 9: _____

Task 10: _____

Signed on: the _____ of _____, 20____

Name: _____

Signature: _____

(Trainer)

(Client)