

SFAS Basic Training Class Agreement

**Please fill out this form, printing legibly and then return it to the Class Instructor*

This Agreement between Client and Trainer named below is dated _____ and pertains to the following:

Client's name: _____ Phone Number: _____

Trainer's name: ***Emily Burlingame CPDT-KA*** Client's email: _____

Trainer's premises: *SFAS Roddy's Rehab Center*
100 Caja Del Rio Rd.
Santa Fe, NM 87507

Dog's name: _____ Age: _____ Breed / Description: _____

Dog Training Needs/Goals: _____

Client makes the following representations about Dog (check those that apply):

- ___ The client named above is the only owner of Dog.
- ___ Dog is licensed and the license is current. (if appropriate age)
- ___ Dog's vaccinations are current including DHPP or DHLPP, and Bordetella and Rabies vaccines
- ___ Dog has been neutered or spayed.
- ___ Dog is in good health.
- ___ Dog is 5 months of age or older
- ___ Dog is not on medication. **If the dog is on medication, please explain at the end of this form*
- ___ Dog is not aggressive toward children and adults.
- ___ Dog is not aggressive toward other dogs and other animals.
- ___ Dog has never started a fight with another dog or other animal.
- ___ Dog has never bitten a person. *(Other than behaviorally normal puppy mouthing & nipping)*
- ___ Dog is not the subject of a quarantine order at this time.
- ___ There is no pending adjudication or administrative hearing pertaining to Dog or Dog Owner.
- ___ Dog has never been declared a dangerous or potentially dangerous dog, or vicious or potentially vicious dog.
- ___ Dog does not have to be muzzled around people.
- ___ Dog is not a guard dog or protection dog.

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

1. **Training:** Trainer agrees to provide instruction of 6 SFAS Basic Training Classes for one hour once a week for 6 consecutive weeks unless otherwise stated or notified. The specific dates which class will be held are listed on the class syllabus & rules, given to clients on the first day of class. Due to the nature of the class style and format any missed classes on the part of the client and dog will be non-refundable & can only be redeemed at the trainer's discretion. Should a class date need to be cancelled for any reason by the trainer, the class will continue the following week and an additional class day will be added after the final listed class date to make up for the cancelled class.

The intended goal of the Training Class includes providing Clients & their dogs with instruction and information on basic dog behavior, training and management techniques intended to educate and assist clients in understanding and addressing simple behavioral manners problems and pet-human relationship issues. However the trainer shall make no claims or guarantees in regards to training of the dog, resolution of behavioral problems or the client's achievement of such goals. Additionally, while training can be helpful in aiding complex or serious behavioral problems; such issues extend beyond the intended purpose and scope of this class and will neither be addressed nor any claims made of correcting such problems. The number of dogs registered per class is at maximum 9 (8 regular), and all classes will take place at the Santa Fe Animal Shelter in the Roddey's Rehab Center Building.

2. **Costs & Fees:** the registration fee for the SFAS Basic Training class is \$150 entitling the client to the 6 week long training class, which is one hour-long class session per week on the specified date and time. The fee is due upon registering prior to the beginning of the first class. Clients whom have adopted dogs from the Santa Fe

Animal Shelter within 1 year of the start date of the class will be offered a 50% discount on the class fee. Should the client need to cancel his or her class registration, the registration fee is refundable up to 48hrs prior the start of the first class, after which it is non-refundable.

3. **Client's Duty to Assist in and Continue Training:** Client understands that the dog will not make progress in his or her training without regular & consistent work on the part of the client and household. Additionally the client agrees that he and the members of his household will follow Trainer's instructions without modification, work with dog during the time between classes, and constantly reinforce the training being given to Dog. The client understands that deviation from the recommended training methods and protocols may create unintended and or undesirable results and understands that the Trainer cannot be held responsible for such results.

4. **Client's Assumption of Risk:** Client acknowledges that Trainer's Premises, and the animals, guests, items and activities thereon, pose dangers to people and animals. Such dangers include, by way of example and not limitation, animals that can bite, trip, knock down, and fight, indoor and outdoor surfaces that may be slippery, equipment that can trip, guests and clients who cannot control their dogs, and activities involving Dog and/or other dogs that can result in injury from bites or other causes. Accordingly, Client, on behalf of him/her, his/her spouse and minor children, and anyone else whom Client brings onto Trainer's Premises, assumes the risk of injuries, losses, damages, costs and expenses by any means above described, and other injuries, losses, damages, costs and expenses of every possible cause and description unless inflicted intentionally or recklessly by the agents and employees of Trainer. If Dog is injured in a dog fight or an accident, gets fleas, ticks or worms, contracts any illness or disease, is lost or stolen, becomes pregnant, or engages in any dangerous, vicious or unwanted behavior, during or after the term of this Agreement, on or off Trainer's Premises, Client accepts the risk of the same and agrees that Trainer shall not be held responsible for it or any resulting injuries, losses, damages, costs or expenses.

5. **Client's Liability:** If Dog causes property damage, or bites or injures any dog, animal or person (including but not limited to Trainer and his agents and employees), during or after the term of this Agreement, on or off Trainer's Premises, then Client agrees to pay all resulting losses and damages suffered or incurred by Trainer and his agents and employees, and to defend and indemnify Trainer and his agents and employees from any resulting claims, demands, lawsuits, losses, costs or expenses, including attorneys' fees.

Client agrees to cause anyone that he brings onto Trainer's Premises (including Client's spouse, adult friends, and the parents of nonrelated children) to execute a copy of the Waiver and Release for Entry to Premises which will be made available by Trainer; as a remedy if Client breaches the foregoing provision, Client will defend and indemnify Trainer and his agents and employees against any claims, demands, lawsuits, losses, costs or expenses, including attorneys' fees, brought by or on behalf of any such persons.

6. **Termination:** At Trainer's sole election, Trainer's duties hereunder shall terminate if (a) in Trainer's sole judgment Dog is dangerous or vicious to Trainer or any other person or animal, or interferes with the training of other dogs, or (b) Client breaches any term or condition of this Agreement. Upon termination in accordance with the foregoing, Trainer's duties shall terminate but all other provisions of this Agreement shall continue in full force and effect.

7. **Legal Provisions:** This Agreement is binding upon Client, the spouse of Client, and the children of Client. This Agreement supersedes all prior discussions, representations, warranties and agreements of the parties, and expresses the entire agreement between Client and Trainer regarding the matters described above. 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 Trainer has not represented, promised, guaranteed or warranted that Dog can be trained, that Dog will never bite, that Dog will not be dangerous or vicious in the future, that Dog will not exhibit other behavioral problems, or that 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 Trainer. Any remedy provided in this Agreement is in addition to any and all other remedies provided by law or equity. If any provision of this Agreement is invalid, void or unenforceable, they will be severed and the remaining provisions shall be given full force and effect.

Trainer:

Client:

