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Form DT – Revised 01/01/2014

## John's Natural Dog Training Company

Natural Pet Systems, Inc. PO Box 462047 Escondido, CA 92046 (877) 447-8597 www.johnknowsdogs.com

## Dog Training Agreement

GRP	INH	K9PT

"Unleash Your Dog's Potential!"

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First Name:		Last Na	ame:		
Home Phone:	Cell:		Other:		
Address:				PO:	Gate:
City:	Zip:	E	mail	:	
Dog's Name:		Breed:		Gender:	Age:
Dog's Name:		Breed:		Gender:	Age:
Veterinarian:		Phone:		Ref By:	
referred to as "JNDTC") and the Owne train the Client's dog in on-leash basic of Client makes the following representation:  Dog has been neutered or spayed	obedience.			Dog has never bitten a person	sole purpose of filling INDTC t
Dog is friendly toward children as	nd adults		$\forall$	Dog has never been declared as dar	gerous
Dog is friendly toward other dogs		3		Dog is licensed in San Diego and th	-
Dog has never started a fight with			Ħ	Dog is not the subject of a quaranting	
Platinum Program:	erAdvance B Private In-Home	edSpeci	ialty. ne ac	Classes are 45 minutes to 1 hour in classision to <i>Group &amp; JNDTC Special</i>	luration. ty Classes.
			_	Lessons are 30 to 45 minutes in dur dmission to <i>Group Obedience Classe</i>	
_				Lessons are 30 to 45 minutes in du	
Silver Program:4 Pr			_		
<del>-</del>			_	Lessons are 30 to 45 minutes in dura	tion.
Single Lesson: Single		o 60 minutes in	dura	tion.	
Fee is \$125.00 per lo		ifatima admissi	on to	Group & JNDTC Specialty Classes.	
Fee is \$1200.00 (\$8			OII to	Group & MDIC specially Classes.	
			-Hoi	me Lessons with # round(s)	Group Obedience Classes.
Fee is \$ pe	<u>er dog</u> . (\$	_ for each addi	tiona	ne Lessons with # round(s) l dog.) Lessons are 45 to 60 minutes	in duration.
<b>ACKNOWLEDGEMENT:</b> By signing guaranteed or warranted that Dog can be exhibit other behavioral problems, or understands that follow-up and future tra	trained, that Dog that the training	will never bite will last for a	, that	Dog will not be dangerous or viciou	is in the future, that Dog will no

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## Dog Training Agreement Cont. from Page 1

POLICIES:(client's initials) My initials indicate that I understand and agree that JNDTC does not offer free evaluations or consultation
and that the first visit is considered lesson #1 of any program or class. I agree and understand that a "no-show" for a scheduled appointment will b
counted as a lesson if a refund is requested. I further understand and agree that a program may include admission to classes only when program is
paid for in full and that classes have no cash-out value. I further agree that lesson duration is determined by the trainer at the time of service and that
time spent during appointment discussing my dog, dog training and/or behavior is considered training/lesson time. I further understand and agree
that JNDTC does not guarantee any group or specialty class will always be held, or at any specific location, and that if my dog is aggressive it ca
be prohibited from attending <b>JNDTC</b> group classes.

**TERMINATION:** (client's initials) JNDTC's services shall terminate if (a) in JNDTC's judgment Dog is dangerous or vicious to JNDTC 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 (c) Client requests service termination. I understand that if I terminate this agreement at any time I am legally bound to the refund policy listed in the "**REFUNDS**" section items (a.) through (f.) which I initialed below. I further understand and agree that JNDTC's duties shall terminate but all other provisions of this Agreement shall remain in full force and effect.

**REFUNDS:** (client's initials) I acknowledge, understand and agree to the following refund policy:

- (a.) <u>Platinum Program</u> if termination occurs after the first lesson and before the 2nd lesson, Client shall be entitled to a full refund less Twenty-five Percent (25%). If termination occurs after the 2nd lesson and before the 3rd lesson, Client shall be entitled to a full refund less Thirty-five Percent (35%). If termination occurs after the 3rd lesson and before the 4th lesson, Client shall be entitled to a full refund less Forty-five Percent (45%). No Refund will be issued after completion of the 4th lesson.
- (b.) <u>Gold Program</u> if termination occurs after the first lesson and before the 2nd lesson, Client shall be entitled to a full refund less Thirty Percent (30%). If termination occurs after the 2nd lesson and before the 3rd lesson, Client shall be entitled to a full refund less Forty Percent (40%). No Refund will be issued after the completion of the 3rd lesson.
- (c). <u>No Refunds will be issued for Silver Program</u>, <u>Puppy Program</u>, <u>K9 Personal Trainer</u>, <u>Single Lesson or any Group Class Program</u>. (d.)Refunds terminate Group Class Privileges.
- (e.) Refunds for any program where a discount has been applied will be calculated at the amount *before* the discount was taken.
- (f.) Refund requests must be made within 90 days of the last lesson completed and emailed to: <u>indtc@msn.com</u>
- (A copy of this agreement must be attached. Refunds can take up to 60 days to process).

**HOLD HARMLESS**: The client will hold JNDTC its owner(s), employee(s), or agent(s) free and harmless from any and all claims, liability, damage, loss, or expenses arising out of any injury to any person or to any person's property by the dog(s) named in this contract, while in the care, custody and control of JNDTC, its employee(s), owner(s) or agent(s).

LIMITATION AND LIABILITY: Client agrees understands and acknowledges that the elimination or modification of behaviors is not guaranteed. The client acknowledges that dog training will not provide exact results. Each dog is different in regards to ability, breeding and temperament. Client further agrees to accept responsibility for any damages the above named dog may cause through malicious, aggressive or improper behavior that may occur before, during or after all services provided by JNDTC. Furthermore, Client understands and agrees that if their 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 all services provided by JNDTC, on or off JNDTC Premises, Clients Home or Business or any other location, that Client accepts the risk and agrees that JNDTC shall not be held responsible for it or any resulting injuries, losses, damages, costs or expenses.

**ARBITRATION:** In the event a dispute shall arise between the parties to this Dog Training Agreement, it is hereby agreed that the dispute shall be referred to The American Arbitration Association. The situs of the hearing shall be in the County Of San Diego for arbitration in accordance with The American Arbitration Association Rules and Procedures. The arbitrator's decision shall be final and legally binding and judgment may be entered thereon. Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including all reasonable attorneys' fee for having to compel arbitration or defend or enforce the award.

**SOLE AGREEMENT:** This Agreement supersedes all prior discussions, representations, warranties and agreements of the parties, and expresses the entire agreement between Client and JNDTC regarding the matters as described on Page1 of 2 and on Page 2 of 2. 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 the Dog or anything else.

**CLIENT SIGNATURE:** I have read, acknowledge and agree to all terms, conditions and legal provisions as set forth on pages 1 of 2 and 2 of 2 which represents my entire agreement with JNDTC. Furthermore, my initials and signature on this agreement are proof of my acceptance of this entire agreement. I authorize John's Natural Dog Training Company to charge my credit card if it was provided as payment for services. I agree to pay a fee of \$25.00 if my check is returned unpaid for any reason and to promptly make returned payment good.

Client's Signature					Date		
Trainer's Signature			Date				
Swiped CC:	_ Ck#:	Cash:	Gift Cert:	Fee \$	Disc \$	Total \$	
Form DT _ Revised	01/01/2014	1	$\mathbf{p_{a}}$	ge 2 of 2	© 20	14 Natural Pet Syste	ms Inc