



North Star Canines ~ virginiadare2013@gmail.com
804.784.0120 ~ www.northstarcanines.com

NORTH STAR CANINES SERVICE AGREEMENT

This Service Agreement (“Agreement”) is made this _____ day of _____, 20____ between Virginia Dare dba North Star Canines (“Trainer”) and _____ (“Client” or “you”) (collectively “Parties”) for training services with the following dog(s) (“Dog”):

Dog’s Name: _____ **Breed:** _____ **Age:** _____ **Spayed/Neutered?** _____

A. **Client Obligations, Representations and Warranties:** Client agrees to pay Trainer the following fees for the following services, consistent with the Trainer’s policies. Trainer reserves the right to change the Trainer’s fees and policies without notice to Client.

Services:

CANCELLATION POLICY – Client shall be permitted to cancel one session without charge, provided that Client gives Trainer notice of such cancellation at least 24 hours in advance of the scheduled day and time of the session; if not, that lesson will be forfeited. However, in the case of emergencies, notice of such cancellation can be given up to two hours in advance. If the Trainer is not notified of the cancellation, that session will be forfeited and counted as one of the lessons taken.

Client understands and agrees that Trainer is teaching the Client how to train their Dog, and that success in training is contingent on Client’s willingness to assume the responsibility for following through with Trainer’s instructions. Client understands and agrees that behavior is not static, that the Dog will not continue to perform trained behaviors without ongoing practice, and that to get the best results, Client and Client’s household must follow Trainer’s instructions, work with the Dog consistently as recommended, and reinforce the Dog’s training.

Client represents and warrants that:

- Client owns the Dog, and has full and complete authority to enter into this Agreement.
- Client completed an intake form (“Intake Form,” incorporated by reference into this Agreement) for the Dog, and the information on the Intake Form is complete, true and accurate. Client will keep all information on the Dog and the Intake Form current, and will inform Trainer immediately if the Client becomes aware of any new information or inaccuracy on the Intake Form.
- The Dog is current on all immunizations and vaccinations, including rabies, and Client has provided Trainer with a copy of all vaccination records, the Dog’s rabies certificate, and other relevant medical records for the Dog. The Dog is free of any diseases and parasites communicable to humans and other animals.

MEDIA RELEASE – If indicated below, Client consents to Trainer taking photographs, audio recordings and/or video recordings of Client and/or the Dog (“Media”) during training sessions. Client understands that the Media may contain the Client’s and the Dog’s image and likeness. Client agrees that all Media will be the sole property of the Trainer, and Client grants to Virginia Dare, North Star Canines, and the Trainer’s assigns, licensees and successors (collectively “Trainer Parties”) the irrevocable and unlimited right and permission to crop, modify,

use, publish and disseminate the Media for educational, marketing, and publication purposes. Client understands that by agreeing below, Client is waiving any claim for invasion of privacy or infringement of rights.

Please indicate one option:

- Client agrees to this Media Release
- Client does not agree to this Media Release

B. Trainer Obligations: Trainer agrees to provide the services under this Agreement to the Client and Dog using gentle, effective, and science-based techniques. Trainer will make every reasonable effort to address the Client’s and Dog’s training needs, but Trainer cannot and does not make any guaranties, representations, or warranties regarding the outcome of the training. Trainer will recommend equipment for the Dog, but the Client is responsible for purchasing all necessary equipment that Trainer recommends. Trainer will not recommend or use aversive equipment, including choke collars, prong collars, and electronic collars, and Client agrees not to use this type of equipment with the Dog.

C. Emergency or Necessary Veterinary Care: If Trainer has custody of the Dog and the Dog has a medical emergency or otherwise needs veterinary care, Client authorizes Trainer to seek medical care for the Dog with the Trainer’s veterinarian, or, or an appropriate alternate veterinarian to be determined at the Trainer’s sole discretion. Client agrees Client will pay for all charges related to emergency and/or necessary care for the Dog, and will reimburse Trainer if Trainer incurs any of those charges.

D. Access to Client’s Home and Off-Site Sessions: In the event that Trainer needs access to the Client’s home to provide services under this Agreement, Client understands and agrees to provide access, including any necessary keys, security codes, or other forms of entry. Trainer will keep all keys, access codes and information secure. If Trainer is working with the Dog in the Client’s absence outside of the Client’s home, Client consents to Trainer transporting the Dog to and working with the Dog in places such as public areas, parks, private businesses, etc. Trainer will confer with Client about the best way to secure the Dog while transporting the Dog to and from such sessions, and consistent with Section (E) below, Client understands the added risks and agrees to the waiver, disclaimer, indemnification, and limits of liability described below.

E. Waiver, Disclaimer, Indemnification and Limits of Liability: Client understands and agrees that the Client is 100% liable – legally and financially – for the Dog and the Dog’s actions at all times and in all places, whether or not Client is present during the training sessions, and the Client assumes all risks related to the Dog and this Agreement.

To the fullest extent allowed by law, the Client, on behalf of the Client and the Client’s heirs, representatives and assigns (the “Client Parties”), waives and releases the Trainer Parties from all liability, damage, injury, loss, or claim related to the Dog and this Agreement (“Covered Claims”).

To the fullest extent allowed by law, the Client, on behalf of the Client Parties, agrees to hold the Trainer Parties harmless for any Covered Claim, including Covered Claims asserted by any third parties, and to indemnify all Trainer Parties for any Covered Claims by any third parties, including but not limited to attorney’s fees and costs.

F. Cancellation and Termination: Trainer reserves the right, at Trainer’s sole discretion, to terminate this Agreement, for any or no reason, including situations in which: (a) at the Trainer’s sole discretion, the Dog presents an imminent danger to Trainer or any other person or animal, or (b) Client breaches any term or condition of this Agreement. The Client may terminate this Agreement with notice to Trainer, but Trainer must confirm for the notice to be effective. In the event that the Client terminates the agreement after Trainer has already performed services under this Agreement, Trainer reserves the right to charge the Client a reasonable

rate for the services performed up to the date of termination. Upon termination of this Agreement, Trainer's duties shall terminate, but the other provisions of this Agreement shall continue in full force and effect.

G. Miscellaneous Provisions

1. *Enforceability and Modification:* This Agreement contains the entire Agreement between the Parties, and it may be changed only in writing signed by the Parties. The Agreement may be executed in counterparts, and faxed, scanned or electronic copies shall be deemed an original. Throughout this Agreement, the singular includes the plural and vice versa. To the extent any provision in this Agreement is deemed to be unenforceable, the remaining provisions shall remain in full force and effect.

2. *Survival:* All client obligations and representations and all provisions regarding media consent, disclosure, limitations of liability, disclaimers, waivers, and indemnification survive termination of this Agreement.

3. *Notice:* All notices to the Parties shall be sent to the email address listed below the signature of the party at the end of this Agreement, or to any other email address provided by the party during the course of this Agreement.

4. *Applicable law, jurisdiction, and remedies:* This Agreement shall be governed by the laws of the State of Connecticut, without regard to where the Parties sign the Agreement. In the event of a dispute, Trainer and Client agree to submit to the jurisdiction of the State of Connecticut and to litigate in a court of competent jurisdiction in or for Danbury, Connecticut. In the event of litigation, the substantially prevailing party shall be entitled to reasonable attorney's fees, expert witness fees, and costs from the other party.

By signing below, the Parties indicate that they have reviewed this Agreement and agree to be bound by its terms.



VIRGINIA DARE dba NORTH STAR CANINES

Email: virginiadare2013@gmail.com
Phone: 804-784-0120

CLIENT SIGNATURE REQUIRED

Printed Name:
Email:
Cell Phone:
Address: