

# **AGREEMENT FOR HUNTING TRAINING SERVICES**

## **Bauer Family Goldens LLC**

**DATE OF AGREEMENT:** \_\_\_\_\_, 20\_\_\_\_

**SELLER/TRAINER:**

Name: Bauer Family Goldens LLC \_\_\_\_\_

N5142 7th Avenue \_\_\_\_\_

Plainfield, WI 54966 \_\_\_\_\_

(715)498-4998 \_\_\_\_\_

BruceBauer1961@gmail.com \_\_\_\_\_

www.bauerfamilygoldens.com \_\_\_\_\_

**OWNER OF THE DOG/BUYER:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: (    ) \_\_\_\_\_

Email: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Emergency Contact Phone: (    ) \_\_\_\_\_

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**DOG:**

Name: \_\_\_\_\_

Breed: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Female     Male

**TRAINING PACKAGE:**

Hunting Training

**TRAINING OPTIONS:**

Owner Active

Boarding at Bauer Family Goldens LLC

**GENERAL DOG COMMENTS:**

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# **AGREEMENT FOR HUNTING TRAINING SERVICES**

## **Bauer Family Goldens LLC**

1) **This Agreement** (“Agreement”) is by and between Bauer Family Goldens LLC (hereinafter referred to as ‘BFG’) and the OWNER of the DOG, (hereinafter referred to as ‘Client’) and entered into for the sole purpose of hiring BFG to train Client’s Dog in Hunting.

**2) Client makes the following representations about their Dog:**

<input type="checkbox"/>	Dog has been neutered or spayed	<input type="checkbox"/>	Dog has never bitten a person
<input type="checkbox"/>	Dog is friendly toward children and adults	<input type="checkbox"/>	Dog has never been declared as dangerous
<input type="checkbox"/>	Dog is friendly toward other dogs and other animals	<input type="checkbox"/>	Dog is licensed and the license is current
<input type="checkbox"/>	Dog has never started a fight with another dog	<input type="checkbox"/>	Dog is not the subject of a quarantine order at this time
<input type="checkbox"/>	Dog is vaccinated and is current on all age-appropriate vaccinations	<input type="checkbox"/>	Dog has current flea and tick protection

Notes: \_\_\_\_\_

3) By signing this agreement Client acknowledges, agrees and understands that BFG 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 as each dog is different in regards to ability, breeding and temperament. Client further acknowledges, agrees and understands that they must practice with their dog in-between appointments/classes what they learned during each lesson and that follow-up and scheduling of future training sessions is their sole responsibility.

4) Client agrees to pay BFG a nonrefundable fee in the amount of:

Select	Option #	Total Package Cost	Training Package Name	Payment Structure
<input type="checkbox"/>	1	\$1500	Hunting Training	Fee Paid in Full prior to the start of training
<input type="checkbox"/>	2	\$1700	Hunting Training	\$500 Deposit Paid prior to the start of training with 3 monthly payments of \$400/month with the first monthly payment due one month after the start of training; training will be suspended upon failure to fulfill monthly payment obligation
<input type="checkbox"/>	3	\$1700	Hunting Training	\$500 Deposit Paid prior to the start of training with 6 monthly payment of \$200/month with the first monthly payment due one month after the start of training; training will be suspended upon failure to fulfill monthly payment obligation

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## **Bauer Family Goldens LLC**

Note: No refunds will be given unless BFG cancels the training program; any refunds, in total or in part, are at the sole discretion of BFG. Any balance remaining will be due upon pickup of Dog. If any amounts due and payable by Client are not paid when due as provided for in this Agreement, Client shall reimburse BFG all actual costs of collection, including attorneys fees and costs incurred by BFG in collecting amounts due and owing from Client under this Agreement or for otherwise enforcing the terms of this Agreement.

5) **Duration:** Hunting Training takes approximately 6 months to complete; Maximum duration of training time for the Hunting Package is 7 months from the start of training.

6) **Training:** BFG agrees to provide training of Dog. These lessons will take place at Locations specified by BFG, which may include but not be limited to, BFG premises, Client premises and/or other outdoor locations with environmental features that support the training. BFG has sole and absolute discretion over the suitability of any and all Locations for training. Client acknowledges that travel may occur and that this may pose a risk to the Dog.

### Hunting Training Package - Training Outline

<u>Item #</u>	<u>Task Name</u>	<u>Subtask</u>
1	Obedience	1 - Controlled Sit
		2 - Controlled Stay
		3 - Regulated Come
		4 - Loose Heel
2	Tracking	1 - Wing Techniques
		2 - Training Equipment
		3 - Searching Procedures
		4 - Transfer Delegation
3	Flushing	1 - Introducing Game
		2 - Presenting Weapon
		3 - Environmental Stimulation
4	Retrieving	1 - Soft Mouth
		2 - Game Transfer
		3 - Release Techniques
5	Direction	1 - Focus Point

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## **Bauer Family Goldens LLC**

<u>Item #</u>	<u>Task Name</u>	<u>Subtask</u>
		2 - Guide Pattern
		3 - Game Location

**Note:** Lessons are approximately 60-75 minutes in duration.

6) BFG is dedicated to providing the best training possible for each and every Client. Training program is adapted to each Client based on the needs, abilities and capabilities of Client and Dog.

7) Lesson duration is determined by the trainer at the time of service and that time spent during appointments discussing Client's Dog, dog training, and/or behavior is considered training/lesson time.

8) **Client's Duty to Assist in and Continue Training:** Client understands and agrees that s/he and any family members, guests or invitees must follow BFG instructions and constantly reinforce the training being given to the Dog.

9) **Client's Assumption of Risk:** Client acknowledges that training Location, and the animals, guests, items and activities thereon, pose dangers to people and animals. Such dangers include, by way of example and not limitation: (a) animals that are difficult to control and that may bite, trip, knock down, collide, or fight; (b) the use of shot guns during the training; (c) natural and man-made hazards (e.g., wildlife, equipment, slippery surfaces, or trip hazards) that may exist on training Location; (d) hazards associated with travel to and from training Location; and (e) injury or death of the Dog. Accordingly, Client, on behalf of him/her, his/her family, guests and invitees, assumes the risks 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. If Dog is injured or dies in a dog fight or an accident, gets fleas, ticks or worms, contracts any illness or disease, is lost or stolen, or engages in any dangerous, vicious or unwanted behavior, during or after the term of this Agreement, on or off training Location, Client accepts the risk of the same and agrees that BFG shall not be held responsible for it or any resulting injuries, illnesses, losses, damages, costs or expenses whatsoever.

10) **Client's Liability:** If Client, its family, guests or invitees, or the Dog cause property damage, or bites or injures any dog, animal or person (including but not limited to individuals of BFG) during or after the term of this Agreement, on or off Premises, then Client agrees to pay all resulting losses and damages suffered or incurred by BFG, and to defend and indemnify BFG from any resulting claims, demands, lawsuits, losses, costs or expenses, including attorney fees.

11) **Termination:** At BFG's sole election, BFG services shall terminate if a) in BFG's judgement Dog is dangerous or vicious to BFG or any other person or animal, b) Client breaches any term or condition of this Agreement, or c) Client requests service termination. Client understands and agrees that BFG's duties shall terminate but all other provisions of this Agreement shall remain in full force and effect. No refunds will be given for training under such circumstances. A pro-rated refund determined by BFG will be given for unused training time cancelled due to reason (a). No refunds will be given for training terminated due to reason (b). Notwithstanding the foregoing, BFG reserves the right to refuse to provide goods and/or services to Client, at any time and from time to time, at its sole discretion.

# **AGREEMENT FOR HUNTING TRAINING SERVICES**

## **Bauer Family Goldens LLC**

12) **Bad Checks:** Any checks returned or not honored will result in the Client's account being restored to the full original sum owed, plus applicable interest. All actual out-of-pocket bank and other administrative charges incurred by BFG as a result of such failed payment shall be paid for by the Client and applied to the Client's account. In addition, a \$25.00 charge will be assessed for each returned or dishonored check. Full payment is then immediately due and payable.

13) **Veterinary Care:** The Client hereby authorizes BFG to seek veterinary or other care of the Dog, in a manner and at a location to be selected by BFG in their sole and absolute discretion. Client shall be solely responsible for the cost of any such veterinary care or treatment incurred on-behalf of the Dog. BFG shall not be liable to the Client for decisions it makes regarding obtaining or not obtaining veterinary care or treatment.

14) **Personal Guarantee:** If the Client is an LLC, Corporation, LLP or other entity, then the individuals signing this Agreement hereby agree to, jointly and severally as applicable, personally guarantee the payment and collection of all fees and costs payable under this Agreement, on behalf of said entity.

15) NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, BFG SHALL NOT BE LIABLE TO THE CLIENT FOR ANY DAMAGES INCURRED BY THE CLIENT WHICH ARE SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OF ANY KIND OR NATURE, AS A RESULT OF ANY GOODS OR SERVICES PROVIDED TO CLIENT BY BFG. CLIENT HEREBY EXPRESSLY WAIVES CLIENT'S RIGHTS AGAINST BFG FOR SUCH SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. CLIENT'S SOLE REMEDY SHALL BE FOR THE RECOVERY OF ACTUAL DAMAGES INCURRED AS A RESULT OF GOODS OR SERVICES PROVIDED TO CLIENT BY BFG FROM TIME TO TIME, SUBJECT TO PARAGRAPH 16 BELOW AND THE OTHER TERMS AND RESTRICTIONS OF THIS AGREEMENT.

16) NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, LIABILITY OF BFG UNDER THIS AGREEMENT TO THE CLIENT FOR ACTUAL DAMAGES IS LIMITED TO AND SHALL NEVER EXCEED THE ACTUAL DOLLAR AMOUNTS PAID BY CLIENT TO BFG FOR A PARTICULAR GOOD AND/OR SERVICE CAUSING ACTUAL DAMAGES.

17) **New Policies:** BFG reserves the right to adopt new and additional policies (including pricing policies) and procedures, from time to time, without the prior written permission of the Client.

18) **NO WARRANTY:** 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 BFG 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.

19) **Hold Harmless:** The Client will hold BFG 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 named in this contract, while in the care, custody and control of the Client, and/or dog owner, or while in the care, custody and control of BFG, its employee(s), owner(s) or agent(s).

# **AGREEMENT FOR HUNTING TRAINING SERVICES**

## **Bauer Family Goldens LLC**

20) **Danger:** Client agrees to indemnify and hold BFG harmless **from all liability** for any loss, damage, or injury to persons, animals, or property arising from or related to Client, the Dog or other animal's activities before, during or after training. Client agrees that BFG shall not be liable for loss or damage to the Dog for any reason. Client understands that training is not without risk to Dog, Client, Client's family members, invitees or guests. The dangers may include, by way of example and not limitation: (a) animals that are difficult to control and that may bite, trip, knock down, collide, or fight; (b) the use of shotguns during the training; (c) natural and man-made hazards (e.g., wildlife, equipment, slippery surfaces, trip hazards) that may exist on training Location; (d) hazards associated with travel to and from training Location; and (e) injury or death of the Dog.

21) **Limitation And Liability:** Client agrees, understands and acknowledges that the elimination or modification of behaviors is not guaranteed. Client acknowledges that dog training will not provide exact results and that failure to follow the professional advice given to them by BFG may result in an escalation of behavior and training issues. 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 BFG. 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 BFG, on or off BFG Premises, Client's Home or Business or any other location, the Client accepts the risk and agrees that BFG shall not be held responsible for it or any resulting injuries, losses, damages, costs or expenses.

22) **Arbitration:** In the event a dispute shall arise between the parties to this Dog Hunting 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 Waushara for arbitration in accordance with The American Arbitration Association Rules and Procedures. The arbitrator's decision shall be final and legally binding and judgement 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 to defend or to enforce the award.

23) **Sole Agreement:** This Agreement supersedes all prior discussions, representations, warranties and agreements of the parties, and expresses the entire agreement between Client and BFG regarding the matters as described on Page 1 of 8, Page 2 of 8, Page 3 of 8, Page 4 of 8, Page 5 of 8, Page 6 of 8, Page 7 of 8, and Page 8 of 8. 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. This Agreement may be amended only by a written instrument signed by Client and BFG. 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, it will be severed and the remaining provisions shall be given full force and effect. A waiver by BFG of a breach of any provision of this Agreement by the Client shall not be deemed to waive any subsequent breach.

24) A Training Log sheet shall be completed for each training session by Trainer and signed and dated by Trainer and Client participating in the session.

**AGREEMENT FOR HUNTING TRAINING SERVICES**

**Bauer Family Goldens LLC**

25) BFG prides itself on the personal communication we provide to our training clients. Our best efforts are given in communicating in a timely fashion with each training Client.

**Addendum A** - Training Log Sheet Example

**SELLER:**

**BUYER:**

Dated: \_\_\_\_\_, 20

Dated: \_\_\_\_\_, 20

Signed: \_\_\_\_\_  
(Seller's signature)

Signed: \_\_\_\_\_  
(Buyer's signature(s))

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## **TRAINING LOG (example)**

Date: \_\_\_\_\_

Time Beginning: \_\_\_\_\_

Time Ending: \_\_\_\_\_

Recipient: \_\_\_\_\_

Actively Participating? Yes  No

Dog: \_\_\_\_\_

Training Level:

Item #	Training Levels	Select
1	Obedience Training 1	<input type="checkbox"/>
2	Obedience Training 2	<input type="checkbox"/>
4	Service Skill Orientation	<input type="checkbox"/>
5	Service Skill Testing	<input type="checkbox"/>
6	Service Skill Completion	<input type="checkbox"/>
7	Hunting Training	<input type="checkbox"/>

Comments:

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Signed: \_\_\_\_\_

(Trainer's signature)

Signed: \_\_\_\_\_

(Recipient's signature or initials)  
(N/A for Non-Active Participants)