Bauer Family Goldens LLC

| DATE OF AGREEMENT: | , 20 |
|--------------------------------|-----------------------------------|
| SELLER/TRAINER: | OWNER OF THE DOG/BUYER: |
| Name: Bauer Family Goldens LLC | Name: |
| N5142 7th Avenue | Address: |
| Plainfield, WI 54966 | |
| (715)498-4998 | Phone: () |
| BruceBauer1961@gmail.com | Email: |
| | Emergency Contact: |
| | Emergency Contact Phone: () |
| | |
| | |
| DOG: | TRAINING PACKAGE: |
| Name: | ☐ Obedience I ☐ Obedience II |
| Breed: | TRAINING OPTIONS: |
| Date of Birth: | ☐ Owner Active ☐ Owner Non-Active |
| ☐ Female ☐ Male | |
| GENERAL DOG COMMENTS: | |
| | |
| | |
| | |
| | |
| | |

Bauer Family Goldens LLC

I) **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 Obedience.

| 2) | Client makes | the following | representations | about their | Dog: |
|----|---------------------|---------------|-----------------|-------------|------|
|----|---------------------|---------------|-----------------|-------------|------|

| . , | · | |
|------|--|---|
| | Dog has been neutered or spayed | Dog has never bitten a person |
| | Dog is friendly toward children and adults | Dog has never been declared as dangerous |
| | Dog is friendly toward other dogs and other animals | Dog is licensed and the license is current |
| | Dog has never started a fight with another dog | Dog is not the subject of a quarantine order at this time |
| | Dog is vaccinated and is current on all age- appropriate vaccinations | Dog has current flea and tick protection |
| Note | es: | |
| | | |

- 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:
- □ \$250 Obedience I Training Package (Approximately 6 weeks to complete; Maximum of 8 weeks duration)
- □ \$500 Obedience II Training Package (Approximately 12 weeks to complete; Maximum of 14 weeks duration)

for the selected training package. Lessons are approximately 45-60 minutes in duration.

| ltem # | Task Name | Subtask | Obedience I | Obedience II |
|--------|-----------|--------------------------|-------------|--------------|
| I | Sit | Hand Signal | × | \boxtimes |
| | | Verbal Command | × | \boxtimes |
| 2 | Stay | Hand Signal | × | \boxtimes |
| | | Verbal Command | × | \boxtimes |
| | | Time Duration = I Minute | × | × |

Bauer Family Goldens LLC

| Item # | Task Name | Subtask | Obedience I | Obedience II |
|--------|-----------|---------------------------|-------------|--------------|
| | | Time Duration = 3 Minutes | N/A | X |
| 3 | Come | Hand Signal | X | X |
| | | Verbal Command | X | × |
| | | Response Accuracy | X | X |
| 4 | Heel | On Leash | X | × |
| | | Off Leash | | X |
| | | Position Control | X | X |
| 5 | Safety | Environmental | × | × |
| | | Road Management | X | × |
| | | Public Access | X | × |
| | | Human Contact | X | × |
| | | Animal Courtesy | X | × |
| 6 | Potty | Indoor | X | X |
| | | Outdoor | X | X |
| | | Signal Communication | X | X |
| 7 | Tricks | Give Paw | N/A | X |
| | | Roll Over | N/A | X |
| | | Balance Treat | N/A | X |
| | | Focus Fetch | N/A | X |
| | | Play Dead | N/A | X |
| | | High Five | N/A | X |
| | | Sit Pretty | N/A | X |
| | | Spin Circle | N/A | X |
| | | Walk Backwards | N/A | X |
| | | Hide and Seek | N/A | X |

⁵⁾ 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.

AGREEMENT FOR OBEDIENCE DOG TRAINING SERVICES Bauer Family Goldens LLC

- 6) 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.
- 7) **Termination**: 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
- 8) **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).
- 9) **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.
- 10) **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 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 defend or enforce the award.
- 11) **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 I of 6, Page 2 of 6, Page 3 of 6, Page 4 of 6, Page 5 of 6, and Page 6 of 6. 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.

AGREEMENT FOR OBEDIENCE DOG TRAINING SERVICES Bauer Family Goldens LLC

- 12) 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.
- 13) 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: | | Signed <u>:</u> | |
| | (Seller's signature) | | (Buyer's signature(s)) |

| BF | BFG Administrative Use ONLY | | | | |
|----|-----------------------------|-------|--|---------------|--|
| | Obedience I Training Pkg: | \$250 | | | |
| | Obedience II Training Pkg: | \$500 | | | |
| | Balance Due: | \$ | | Paid in Full/ | |

Bauer Family Goldens LLC - Addendum A

TRAINING LOG (example)

| | | | Date: |
|-----------------|--------------------------------|--------|---|
| | | | Time Beginning: |
| | | | Time Ending: |
| · | :Actively Participating? Yes [| | _ |
| Training L | _ | | |
| Item # | Training Levels | Select | |
| I | Obedience Training 1 | | |
| 2 | Obedience Training 2 | | |
| 4 | Service Skill Orientation | | |
| 5 | Service Skill Testing | | |
| 6 | Service Skill Completion | | |
| 7 | Hunting Training | | |
| Commen | ts: | | |
| i-node | | Signad | |
| Signed <u>:</u> | (Trainer's signature) | Signed | (Recipient's signature or initials) (N/A for Non-Active Participants) |