



Dog Training Agreement

This services agreement ("**Agreement**") is made as of _____ ("**Effective Date**") by and between _____ ("**Owner**") and Balanced Pack K9 Training, its employees, representatives, agents, successors, and assigns (individually and collectively, "**Company**"), for the non-exclusive dog training services of Company. Owner hereby engages Company to provide certain dog training services for Owner's dog _____ ("**Owner's Dog**"), such services to be further described herein.

Services:

Compensation: \$ _____ via Paypal invoice. Paid: _____

Owner acknowledges that Company is experienced in dog training and that Company may utilize a variety of training methods to accomplish certain behavior goals with Owner's Dog, including, but not limited to, physical force or correction, solely as necessary to ensure the safety of other animals, the trainer, or the public, however, it is never the intent of Company to harm any dog. Owner acknowledges that each dog reacts differently to each method of training, and that Company will take precautions to ensure that each dog receives the appropriate training.

Owner acknowledges that Company reserves the right to refuse service to any client, even after execution hereof, in the event that Company suspects animal abuse, or observes inhumane or improper use of training devices that may be used in a dangerous manner after Owner has been shown proper use by Company. Company further reserves the right to refuse training if Owner's Dog is visibly ill or injured. Such refusal of service or training shall be determined by Company, in Company's sole discretion.

Owner shall notify Company of any prior health conditions with respect to Owner's Dog. Owner acknowledges and agrees that Company shall not be held liable (i) for any death or injury to Owner's Dog as a result of Owner's acts or omissions in connection with the foregoing sentence; and/or (ii) any illness, injury, death, and/or escape of Owner's Dog provided that reasonable care and precautions are followed. Owner understands and agrees that during training, Owner's Dog may sustain injuries and that while dog interactions are monitored by Company to best avoid injury, scratches, punctures, torn ligaments, and other injuries may occur despite the best supervision. Owner understands special-needs dogs, young puppies, and senior dogs naturally have a higher risk of injury, stress-related illnesses, weakened immune system, or exacerbation of any pre-existing condition. As such, Owner hereby waives any claim for injury or illness experienced by Owner's Dog while in Company's care.

Owner shall be solely responsible for any bodily harm and/or death to any employee at Company and/or damage to and/or destruction of any property of Company caused by Owner's Dog.

Owner acknowledges that Company may film and/or photograph Owner and Owner's Dog in connection with the training services provided herein ("**Training Footage**"), and Owner consents to the creation of the Training Footage, along with the exploitation thereof, including Owner and Owner's Dog's appearance therein, by Company for educational and promotional purposes, in perpetuity and



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throughout the universe in connection with Company's training services and the advertisements, promotions, publicity and other material relating thereto, in any and all media now known or hereafter devised, including but not limited to, on Company's official website and official social media pages. Company shall be the exclusive owner of all copyright and other rights in and to the Training Footage.

Owner agrees that Owner shall not, and that Owner shall not authorize, encourage or permit third parties to, use the Training Footage or make any public statements or issue or create any photographs, recordings, social media materials, writings, press materials or other materials of any kind concerning Company which (i) alter Company's appearance, (ii) portray Company in a false, negative or derogatory light, or (iii) expose Company to public ridicule or embarrassment.

Owner represents and warrants that: (i) Owner owns Owner's Dog and has the full right and authority to enter into this agreement; (ii) Owner shall secure and maintain all proper permits, vaccinations, and licenses in connection with Owner's Dog so that Company is able to carry out its obligations hereunder, and Owner assumes full responsibility for compliance with any applicable laws and regulations related thereto; (iii) Owner's Dog is in good health and has not been exposed to any communicable conditions or been in the presence of Giardia, Distemper, Hepatitis, Leptospirosis, Parainfluenza, Parvovirus, Bordetella (Kennel Cough) or Canine Influenza, in the ten (10) days prior to the Effective Date; and (iv) Owner's Dog has been vaccinated for rabies as required by Oregon law.

Owner agrees to indemnify, defend and hold Company harmless from and against any and all third party claims, demands, liabilities, costs or expenses, including attorney's fees and legal costs arising from (a) Owner's breach of this Agreement and/or any of his/her representations and/or warranties contained herein; (b) claims based on Owner's negligence, gross negligence or willful misconduct in connection with Owner's Dog; (c) claims based on the transmission of any illnesses from Owner's Dog to other dogs in Company's care; and (d) claims based on any harm, including to any other pet(s) and/or bodily harm and/or death to any person and/or damage to and/or destruction of any property caused by Owner's Dog.

A "**Force Majeure Event**" shall mean an Act of God, any injury suffered or illness contracted, inevitable accident, fire, severe weather, labor dispute, riot or civil commotion, act of public enemy, governmental act, act of terrorism, regulation or rule, national day of mourning, emergency announcement or news bulletin, delays in transportation, embargos, or other reason beyond the control of the parties that is generally regarded as force majeure. If any of the obligations of any of the parties is hindered or prevented, in whole or in substantial part, because of a Force Majeure Event, then all other obligations of the parties shall continue; and when such Force Majeure Event has ceased, then the parties shall negotiate in good faith regarding an adjustment of their rights and obligations under this Agreement. Non-performance due to a Force Majeure Event in and of itself shall not be deemed a breach of this Agreement. A non-performing party under this section shall use commercially reasonable efforts to fully perform hereunder, once the Force Majeure Event has ceased. In the event that either party cannot perform the obligations pursuant to this Agreement for fifteen (15) consecutive days due to a Force Majeure Event, either party may terminate this Agreement by providing written notice to the other party, and Company shall be released from any obligation hereunder and any liability to Owner.



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This Agreement is governed by the jurisdiction and laws of the State of Oregon, City of Portland, provided that notwithstanding anything to the contrary contained in this paragraph, if Company is sued or joined (e.g. by joinder or impleader) in any other court or forum by a person, corporation or other entity other than Owner in respect of any matter that may give rise to a claim against Owner by Company hereunder, Owner consents to the jurisdiction of such court or forum over any such claim asserted against Owner. In the event of any action, suit, or proceeding arising from or based upon this agreement brought by either party hereto against the other, the prevailing party shall be entitled to recover from the other its reasonable outside attorneys' fees in connection therewith in addition to the costs of such action, suit, or proceeding.

Neither party hereto shall be in breach of any of its obligations under this agreement unless and until such party has been notified by the other party in writing in detail of its breach or alleged breach and such breaching party fails to cure that breach or alleged breach within thirty (30) days after its receipt of that notice (fifteen (15) days with respect to the payment of monies hereunder). This constitutes the sole Agreement between the parties and may only be modified by a writing signed by all parties. This Agreement supersedes any and all prior Agreements between Owner and Company. If any provision of this Agreement or the application hereof is held to be wholly invalid, such invalidity shall not affect any other provisions or application of this Agreement that can be given effect without the invalid provisions or application, and to this end the provisions of this Agreement are hereby declared to be severable.

This agreement shall become effective upon delivery to each party of original, photocopied, or electronically transmitted (in either a Tagged Image Format File (TIFF) or a Portable Document Format (PDF) or DocuSign) signature pages that together (but need not individually) bear the signatures of all other parties.

ACCEPTED AND AGREED:

OWNER OF DOG

Name: _____

Address: _____

Signature: _____

Date: _____

Balanced Pack K9 Training
Portland, Oregon
Owner – Lauren Marshall

By: _____

An authorized signatory