Fireside Pet Lodge Training Contract

A signed Training Contract must also have a signed Lodging Agreement

- 1. Client acknowledges receipt of information regarding each program herein regarding duration and purposes. Client fully understands the program contracted.
- 2. All payments for training are due at the start of program.
- 3. Charge for Stay & Train program is ; charge for leash obedience program is ; charge for private lessons is applicable state and local sales tax.
- 4. Client agrees to keep the dog(s) enrolled through the completion of the agreed upon program and is responsible for all payment for the full term of the program regardless of whether client terminates the dog(s) prior to completion of the program.
- 5. Fireside Pet Lodge LLC reserves the right to terminate training at anytime during the duration of training at its sole discretion. Client will be notified within 48 hours of the decision to terminate.
- 6. Client specifically agrees that Fireside Pet Lodge LLC is not liable for injury to the dog(s) herein due to escape from the facility, injury from interactions with other dogs at the training grounds, or any injury or expenses due to unexpected medical or preexisting medical conditions. Client further agrees that Fireside Pet Lodge LLC is not responsible for the death of any dog(s) absent gross negligence by Fireside Pet Lodge LLC.
- 7. Client specifically represents that the dog is healthy and has not been exposed to communicable diseases such as rabies or distemper in a thirty day period immediately prior entering the training facility.
- 8. Client specifically authorizes Fireside Pet Lodge LLC to seek veterinary or other care for the dog(s) herein, in a manner and location as selected by Fireside Pet Lodge LLC, in their sole and absolute discretion. Client shall be solely responsible for the cots of any such veterinary or other treatments provided to the dog(s).
- 9. Clients agrees that Fireside Pet Lodge LLC shall be granted a lien on the dog for all unpaid charges incurred from the beginning of the training under the contract. If said charges are not paid when due according to this contract the lien rights will be exercised by the Fireside Pet Lodge LLC upon 10 days written notice given by Fireside Pet Lodge LLC to the client by certified mail to the address provided on this contract. In the event that charges are not paid, the client understands Fireside Pet Lodge LLC has the right to dispose of the pet through private or public sale. The client waives all statutory or legal rights to the contrary. If the monies realized by such a sale do not adequately cover the delinquent charges due, including the cost of sale, the client will be liable to pay Fireside Pet Lodge LLC any difference due. If the sale results in monies above the charges due to Fireside Pet Lodge LLC, including cost of sale, Fireside Pet Lodge LLC shall pay this excess to the client.

- 10. 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 Fireside Pet Lodge LLC. Furthermore, Client understands and agrees that dog training may involve risks to Client, members of client's family, or dog. Client assume all risks associated with participating in this training and will not hold Fireside Pet Lodge LLC or its instructors responsible in the event of injury to Client, client's family member or dog. Client agree to comply with the instructions, rules and decisions of the training instructor as it relates to Client or dog's ability to safely complete each training session. Client also agrees to assume all responsibility for any damage done to property, persons, or other dogs done by Client or dog's actions.
- 11. Client will hold Fireside Pet Lodge LLC, its owner(s), employee(s), agent(s), or affiliates 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 the client, and/or dog owner, or while in the care, custody and control of Fireside Pet Lodge LLC, its employee(s), owner(s), agent(s), or affiliates. Client hereby agrees and covenants for myself, heirs, executors, administrators and anyone else who may claim on client's behalf to waive, release and discharge Fireside Pet Lodge LLC and its instructors from any and all claims arising out of or in connection with or in any way related to this agreement.
- 12. This contract constitutes the entire agreement between the Fireside Pet Lodge LLC and the client. All terms and conditions of this contract shall be binding in the heirs, administrators, personal representatives, and designee of the client and Fireside Pet Lodge LLC.
- 13. This agreement shall be construed under the laws of the State of Minnesota and any dispute shall be venued in Olmsted County, Minnesota.
- 14. I have read, acknowledge and agree to all terms, conditions and legal provisions as set forth above which represents my entire agreement. Furthermore, my signature below on this agreement is proof of my acceptance of this entire agreement. I authorize Next Fireside Pet Lodge LLC to charge my credit card (if it was provided) as payment for services. If I pay by check, I agree to pay a fee of \$25.00 if my check is returned unpaid for any reason and to promptly make any returned check good.

By signing below, you confirm that you agree with the above statements: