

Northern Air Retrievers
Training Agreement & Waiver of Liability



This contract is between Northern Air Retrievers and _____ (owner) for the purpose of training and having trained the owner's retriever for gun dog, obedience, and/or hunt tests. The following agreement is agreed upon between the two parties.

The Owner agrees to vaccinate or have vaccinated his/her retriever for the following canine diseases before placement at Northern Air Retrievers for the purpose of training. Owner agrees to provide documentation from a veterinarian. This is mandatory in order to provide a safe environment for all animals at Northern Air Retrievers.

Canine Distemper, Infectious Canine Hepatitis, Canine Parvovirus, Leptospira Canicola, and L. Icterohaemorrhagia and Respiratory Disease caused by Canine Adenovirus Type 2 and Para Influenza, Rabies, and Bordetella Bronchiseptica and Infectious Tracheobronchitis aka "Kennel Cough".

DISCLAIMER: All payments are due on the first of the month, regardless of the date you drop your dog off for training. If your payment is not received by 11:59pm COB on the first of the month, you will be charged a late fee for each day that you are past due on your payment.

Client Information (the "Client", "You", or "Your")

Name _____
Address _____
City _____ State _____ Zip Code _____
Phone #1 _____ (home / work / cell)
Phone #2 _____ (home / work / cell)
Email _____

Dog Information (the "Dog")

Name _____ Breed _____ DOB _____
What is your dog's sex? male / female
Is your dog spayed/neutered? yes / no If no and female, what is the date of last heat cycle? _____

Veterinarian Information

Clinic Name _____ Doctor Name _____
Location _____ Phone _____

Other General Information

How did you hear about Northern Air Retrievers?

Client represents and warrants that the following are true and accurate statements and Client will forever indemnify Northern Air Retrievers (its agents, Trainers (defined herein), employees, staff, members, owners, and the Location, all of whom shall be deemed to be part of the term “Northern Air Retrievers” used throughout this Agreement) and hold them harmless for any claims or damages resulting from any and all inaccuracies Client makes about the Dog (check all that apply):

- The undersigned represents all of the owners of the Dog.
- Client is fully authorized to enter into this Agreement and to contract for services regarding the Dog.
- Dog has been vaccinated against rabies, DHLPPC, and bordatella and the vaccinations are current.
- Dog is in good health.
- Dog is friendly toward children and adults.
- Dog is friendly toward other dogs and other animals.
- Dog has never bitten a person.
- Dog is not gun shy.
- Dog has not been known to climb out of kennel.
- Dog has not had heat exhaustion in the past.

Is there any other information we should know about your dog? _____

Training Information

TRAINING OPTIONS:

Northern Air Retrievers is willing to customize a training program to meet your needs. Additional charges may apply.

<u>Program Title/Description</u>	<u>Dog Age/ Prerequisites</u>	<u>Price*</u>
<u>Puppy Headstart Program</u>	Pups age 2-5 months. No prior experience needed.	\$1000 per month
<u>Basic Gundog Program</u>	Pups 6 months and older or inexperienced dogs. No prior experience needed.	\$900 per month
<u>Intermediate to Advanced Gundog Training</u>	Pups/dogs who have completed the basic gundog program.	\$900 per month
<u>General Obedience Program</u>	n/a	\$1000 per month

**Note: Pricing does not include the cost of live birds, but does include dog training, boarding, and food, as well as owner education.*

SERVICES PROVIDED:

Northern Air Retrievers specializes in field obedience and gun dog training. Training is conducted in various natural/wildlife settings. Training is provided by Brandon Sweesy, Professional Canine Trainers and Behavior Consultants (any one or more referred to herein as a “*Trainer*” or “*Trainers*”). Beyond training services, Northern Air Retrievers also offers: assistance with finding puppies, started puppies, and started dogs; assistance with championship titling of dogs including instruction, travel to and from events, and participation in events; general, conditioning, and bird exposure, boarding services; and guided wild bird and hunting preserve hunts. Additional services beyond training services and the training options outlined below, shall be billed and charged separately at rates to be established by Northern Air Retrievers, from time to time.

PAYMENT:

Payment will be billed monthly with payment due within ten (10) days of the date of such billing or invoice. Any balance remaining will be due upon pick-up of Dog. No refunds will be given unless training is cancelled by Northern Air Retrievers if any amounts due and payable by client are not paid when due as provided for in this agreement, client shall reimburse to Northern Air Retrievers, all actual costs of collection, including attorney fees and costs incurred by Northern Air Retrievers. In collecting amounts due and owing from client under this agreement or for otherwise enforcing the terms of this agreement.

DANGER:

Client agrees to indemnify and hold Northern Air Retrievers 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 Northern Air Retrievers 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 shot guns during the training and/or competition; (c) natural and man-made hazards (e.g., wildlife, equipment, slippery surfaces, trip hazards) that may exist on training and/or competition Location; (d) hazards associated with travel to and from training and/or competition Location; and (e) injury or death of the Dog.

Liability Information

For good and valuable consideration, the parties agree to all of the foregoing terms of this Agreement, and to the following additional terms and conditions:

- 1. Training:** Northern Air Retrievers agrees to provide training of Dog. Private Lessons for Client and Dog will follow training, the goal being to teach Client how to train and work with Dog. These lessons will take place at location stated above. However, training may take place at various locations in state and out-of-state, at Northern Air Retriever’s sole and absolute discretion. Thus, Client acknowledges that travel may occur and that this may pose risk to the Dog.
- 2. 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 Northern Air Retrievers’ instructions and constantly reinforce the training being given to Dog.
- 3. Client’s Assumption of Risk:** Client acknowledges that training location, and the animals, guests, items and activities there on, 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 and/or competition; (c) natural and man-made hazards (e.g., wildlife, equipment, slippery surfaces, or trip hazards) that may exist on training and/or competition Location; (d) hazards associated with travel to and from training and/or competition Location; and (e) injury or death of the Dog. Accordingly, Client, on behalf of him/her, his/her family, guests and invitees, assumes the risk 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 Northern Air Retrievers shall not be held responsible for it or any resulting injuries, illnesses, losses, damages, costs or expenses whatsoever.
- 4. Client’s Liability:** If Client, its family, guests or invitees, or the Dog causes property damage, or bites or injures any dog, animal or person (including but not limited to individuals of Northern Air Retrievers), 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 Northern Air Retrievers, and to defend and indemnify Northern Air Retrievers from any resulting claims, demands, lawsuits, losses, costs or expenses, including attorney’s fees.
- 5. Termination:** At Northern Air Retrievers’ sole election, Northern Air Retrievers’ duties hereunder shall terminate if (a) in Northern Air Retrievers’ sole judgment Dog is dangerous or vicious to any individual of Northern Air Retrievers or any other person or animal, or interferes with the training of other dogs; or (b) Client breaches any term or condition of this Agreement. Upon termination in accordance with the foregoing, Northern Air Retrievers’ duties shall terminate but all other provisions of this Agreement shall continue in full force and effect. No refunds will be given for training under such circumstances. A pro-rated refund determined by Northern Air Retrievers 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, Northern Air Retrievers 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.
- 6. 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 Northern Air Retrievers 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.
- 7. Veterinary Care:** The Client hereby authorizes Northern Air Retrievers to seek veterinary or other care of the Dog, in a manner and at a location to be selected by Northern Air Retrievers, 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. Northern Air Retrievers shall not be liable to the Client for decisions it makes regarding obtaining or not obtaining veterinary care or treatment.
- 8. 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.

9. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, NORTHERN AIR RETRIEVERS, 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 NORTHERN AIR RETRIEVERS

CLIENT HEREBY EXPRESSLY WAIVES CLIENT'S RIGHTS AGAINST NORTHERN AIR RETRIEVERS 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 NORTHERN AIR RETRIEVERS, FROM TIME TO TIME, SUBJECT TO PARAGRAPH 10 BELOW AND THE OTHER TERMS AND RESTRICTIONS OF THIS AGREEMENT.

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

11. New Policies: Northern Air Retrievers 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.

12. 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 Northern Air Retrievers 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.

13. Expense of feeding dog(s) is included in the training contract prices. Northern Air Retrievers feeds Purina Pro Plan dog food. Specialized feed required by the client must be provided by the client at their expense. Live birds will be provided by Northern Air Retrievers at the request of the client, at the client's expense.

14. If the client requests/agrees that the dog(s) participate in Hunt Test events under the handling of Northern Air Retrievers the following will apply: Client will reimburse monthly all entry fees incurred by Northern Air Retrievers. Also, a \$20 per event handling/transportation fee will apply for each dog.

15. Northern Air Retrievers will, on a routine basis, inspect dog(s) for injury or sickness. Proper veterinary care will be sought in the case that it is deemed necessary by Northern Air Retrievers.

The client authorizes needed veterinary care by signing this contract. Client also agrees to reimburse all medical service and medicine fees. Payment of these fees will be on a monthly basis added to the monthly training fee invoice.

The client is responsible to have all vaccinations (rabies/booster) shots current on their dog(s). Northern Air Retrievers also requires that each dog be treated for kennel cough. The client will provide documented proof on or before the time the dog arrives at Northern Air Retrievers.

The client must provide enough heartworm medication and flea/tick medication to last the dogs stay. Northern Air Retrievers will administer these medications on a schedule determined by the client. Northern Air Retrievers can provide such medications at the expense of the client, and will be added to the monthly invoice.

16. In the event client fails to pay fees and/or expenses outlined by this document for a period of 90 days, ownership of contracted dog will be forfeited. After notification that the contract has reached the 90 day delinquent status, client will forfeit contracted dog to cover outstanding balance due to Northern Air Retrievers. Also, the client will be obligated by this contract to transfer all ownership documentation and registration to Northern Air Retrievers. If legal action is required to obtain proper ownership documentation, client will be bound by this contract to pay attorney's fees and court costs incurred by Northern Air Retrievers to obtain ownership transfer.

17. Training fees will be billed once per month and due on the 1st of every month. The Owner agrees to pay these fees by the 1st of the month. First month's fee is due when your dog is dropped off at Northern Air Retrievers to begin its training program. The Owner agrees and understands that the training fees are on a "per month" basis. The Owner understands that this means that while the Owner's dog is in training, the owner will be billed for the entire month regardless if the dog is taken home for periods of time for whatever reason. If the Owner wishes to remove his/her dog from Northern Air Retrievers, the removal must be done prior to the 1st of the Month. If the dog is not removed before the 1st of the month, the Owner understands he/she will be billed for a full month of training.

CLIENT HAS READ, UNDERSTANDS, AND AGREES TO ALL TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

PRINT NAME HERE: _____

SIGN NAME HERE: _____ **Dated:** _____

CLIENT INFORMATION

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone (home) _____ (work) _____ (cell) _____

Email: _____

DOG INFORMATION

Registered Name: _____

Registration Number: _____ Call Name: _____

Breed: _____ Male / Female D.O.B.: _____

Microchip or Tattoo? Yes / No Number: _____

Medical history or pre-existing injury / illness: _____

Heartworm: _____ Flea/tick: _____

Current food/feeding schedule: _____ Amount fed: _____

TRAINING GOALS

What are your dog's current skills?

What is the skill level anticipated at the end of this dog's training? Is there anything in particular you would like to see from this dog?
You can be specific.

What is your overall goal for this dog's training? (Basic gundog training or Advanced Gundog Training)

EMERGENCY INFORMATION

Person to contact in case of emergency: _____

Number to call: _____

Personal Vet. & Number: _____

Client Signature: _____ Date: _____