



Client Information

Client's Name: _____

Dog's Name: _____

Date Training Begins: _____

Owner Information

Name: _____ Date: _____

Address: _____ City: _____
State/Zip: _____

Phone: _____ Cell: _____ Work: _____

Email Address: _____

Emergency Contact Number:

Name: _____ Phone: _____ Relationship: _____

Family History

Yes No

1. Have you owned dogs before?
2. Do you live in town?
3. Do you have any medical issues that will prevent you from completing an obedience training course?
4. Are you married or have a significant other living in the house with your dog
5. Are there children living in the house with your dog?
 - a. If so how many and ages:
6. Are there other dogs living in the house with your dog?
 - a. If so, how many?
 - b. What breed?
 - c. How old?
 - d. Do they play well together?
 - e. Are they spayed/neutered?
7. Do you own a cat(s)?
8. Are there any other animals living in the house; i.e. birds, ferrets, etc
 - a. If so what kind:
9. Have you ever had a bad experience with a dog, i.e. dog bit, attacked by a dog, etc?
 - a. If so please explain:

12. Are you afraid of big dogs?
Do dogs make you nervous easily?
14. Do you get stressed out easily?

Signature of Student: _____

Date: _____

Canine Information

Name: _____

Age: _____

Breed: _____

Color: _____

Rabies Vaccine: _____ Date: _____

Health Certificate: _____ Date: _____

Is your dog spayed/neutered? _____ If so at what age? _____

Does your dog have any medical conditions that would prevent him/her from completing his/her obedience course?

Is your dog on any medications at this time? _____ If so, what kind: _____

Is your dog on flea control? _____ If so what kind: _____

What kind of dog food does your dog eat? (brand) _____ How much and how often? _____

Is your dog allowed to eat table food?

Do you give your dog any vitamin supplements? _____ If so what kind: _____

Dogs History

1. Where did you get your dog?
2. If you got your dog from a humane society what county was it from: _____
 - a. Did the humane society give you any information on the dog you purchased, i.e. owner surrender, stray? Please explain: _____
 - b. Did the humane society do any testing on the dog? If so, what kind: _____

 - c. Did the humane society state whether the dog had aggressive tendencies?
 - d. Did the humane society state whether the dog had aggression tendencies towards children?

e. Did the humane society state whether the dog had any food aggression issues?

Y N

3. Does your dog play well with others?
4. Has your dog ever bitten you?
5. Has your dog ever bitten a human or an animal?
6. Has your dog ever snipped at a human?
7. Does your dog chew on your hand?
8. Does your dog growl at people (strangers) or other dogs?
9. Is your dog afraid of thunderstorms?
10. Is your dog afraid of loud noises?
11. Does your dog run behind you when scared?
12. Does your dog counter surf?
13. Does your dog get in the trash?
14. Does your dog jump on people?
15. Does your dog run from things he is uncertain of?
16. Does your dog sleep in your bed or the children's bed?
17. Does your dog pull on the leash?
18. Is your dog food motivated?
19. Does your dog respond to your commands immediately?
20. Will your dog mind you when in public or a strange place?
21. Is your dog afraid of water?
22. Can you take food away from your dog with no issues?
23. Can you take a toy from your dog with no issues?
24. Does your dog think he/she is the boss of the house?
25. Does your dog ride in the car with no issues?
26. Will your dog come when you call him/her?
27. Will your dog sit on command?
28. Is your dog afraid of cars driving past him?
29. Does your dog chase cars?
30. Does your dog chase people on bicycles?
31. Is your dog aggressive with the mailman, meter reader, etc?
32. Do you have fenced yard or a place for the dog to exercise?
33. Do you walk your dog?
34. Do you praise your dog when he does something good?
35. Does anyone in the family use physical contact to correct the dog?

Please write down the concerns you have about your dog:

Please write down what you would like to see out of your dog in obedience: _____

Has your dog ever been through a obedience class before that you know of? If so, who was the trainer and what kind of training was it, i.e. clicker training, treat motivated training, praise and reward, etc.: _____

CUTTING EDGE K9 LLC

Mooresville, Indiana

1-317-864-7789

theschool4dogs@gmail.com

www.theschool4dogs.com

ORDER CONFIRMATION:

Client Name: _____

Date: _____

Billing Address: _____

Home Phone: _____

City: _____

Cell Phone: _____

State: _____ **Zip:** _____

Email: _____

DOG TRAINING SERVICES ORDER AND AGREEMENT

The Agreement between CUTTING EDGE K9 LLC and Client shall include the terms and conditions set forth in the Order as well as the additional terms and conditions set forth below. This Agreement constitutes the entire agreement of the parties regarding the subject matter hereof and governs the provision of all Services by CUTTING EDGE K9 LLC to the Client. No Order shall be binding upon CUTTING EDGE K9 LLC until accepted by CUTTING EDGE K9 LLC in writing. This Agreement shall be effective (“Effective Date”) upon the date of the last party to sign the Order. In consideration of the mutual covenants and conditions set forth below and the Order, CUTTING EDGE K9 LLC and Client agree as follows:

1. Services.

1.1 General. Subject to the terms and conditions of this Agreement, CUTTING EDGE K9 LLC will use reasonable efforts to perform the services identified on the Order accompanying this Agreement or in a mutually agreed upon written work order (“Services”) in accordance with this Agreement. If the scope of Services that Client requires CUTTING EDGE K9 LLC to perform materially differ from the scope of Services originally requested by Client and agreed to by CUTTING EDGE K9 LLC, Client agrees to pay CUTTING EDGE K9 LLC for any additional or different Services provided by CUTTING EDGE K9 LLC at CUTTING EDGE K9 LLC then current time and materials rates and reimburse CUTTING EDGE K9 LLC for any additional reasonable costs incurred as a result of such performance. Client acknowledges that time frames and dates for completion of the Services agreed to by the parties are estimates only and the ability to meet them is influenced by a range of factors including level of cooperation of Client. Obligations as to time are therefore on a “reasonable efforts” basis only and CUTTING EDGE K9 LLC shall not be liable for failure to meet time frames or completion dates unless that is due to the gross negligence of CUTTING EDGE K9 LLC Refusal Right. The Services may involve one of several disciplines, including but not limited to, police patrol, bomb detection, narcotics detection, family protection, executive protection, search and rescue, basic obedience, agility, behavior modifications, etc. Client recognizes that some dogs are unable to perform certain types of work or the canines behavior is ingrained to deeply to change CUTTING EDGE K9 LLC shall have the right, at its sole discretion, to refuse to provide Services to a dog which is not healthy, is aggressive or does not seem suitable to the Services provided.

2. Client’s Duties and Responsibilities.

- (a) Client shall, at its own expense, cooperate with CUTTING EDGE K9 LLC and provide or make available to CUTTING EDGE K9 LLC appropriate access to Client’s premises (if necessary) and all relevant information reasonably required by CUTTING EDGE K9 LLC to enable CUTTING EDGE K9 LLC to perform the Services. Client will also be required to have an approved veterinarian check and clear the dog from any physical problems that could keep the dog from training.
- (b) Client agrees to take all reasonable precautions during each and every training session to make certain that Client’s dog is safely secured by leash, muzzle or otherwise. Client or its human handler shall follow the reasonable instructions of CUTTING EDGE K9 LLC staff at all times during a training exercise or while present on CUTTING EDGE K9 LLC property. If a dog exhibits unusual behavior or if a human handler cannot control Client’s dog or fails to follow the instructions of CUTTING EDGE K9 LLC staff, then CUTTING EDGE K9 LLC staff shall have the right to immediately terminate any training exercise and ask that the dog be secured and/or removed

from CUTTING EDGE K9 LLC property. Client will not be entitled to additional training or refund if a training session is terminated in accordance with the foregoing sentence.

(c) Except for actions taken in response to commands from a CUTTING EDGE K9 LLC trainer, Client shall at all times be responsible for the actions of its dog and for the actions of any human handler which is an employee or agent of Client, whether or not such handler is participating in a training exercise. Client shall indemnify, defend and hold harmless CUTTING EDGE K9 LLC, its manager, members, officers, employees, agents, successors and assigns, from any and all liability arising as a result of personal injury, death or damage to other dogs or property, arising as a result of (i) the actions of Client's dog during any training exercise or while such dog is present on CUTTING EDGE K9 LLC property; and (ii) the acts or omissions of any dog handler which is an employee or agent of Client, including the failure of any such handler to control Client's dog at all times when the dog is not under the direct control of a CUTTING EDGE K9 LLC trainer.

3. Fees and Payment. Client will pay CUTTING EDGE K9 LLC the applicable fees for Services rendered in accordance with this Agreement. Client will reimburse CUTTING EDGE K9 LLC for all reasonable out-of-pocket expenses (including travel and accommodation expenses) incurred by CUTTING EDGE K9 LLC in providing the Services. Unless otherwise expressly provided in this Agreement, Client will pay CUTTING EDGE K9 LLC all amounts due under this Agreement immediately upon execution of CUTTING EDGE K9 LLC invoice. All payments must be made in U.S. dollars. Any amounts not paid when due will accrue interest at five percent (5%) per month or the maximum rate permitted by applicable law, whichever is less, from the due date until paid. No refunds will be given once training has commenced.

4. Warranties; Disclaimer.

4.1 Services. CUTTING EDGE K9 LLC warrants that any Services provided to Client will be performed with due care in a professional and workmanlike manner. In no event does CUTTING EDGE K9 LLC warranty or guarantee that any particular dog or human handler will successfully complete training or obtain any required certification. Notwithstanding the foregoing, CUTTING EDGE K9 LLC will attempt to identify the reason for which a dog or handler is not performing as expected and suggest a solution. In the event of a breach of the warranty contained in this Section 4.1, Client's sole and exclusive remedy shall be for its dog or human handler to repeat training, provided, however, that Client notifies CUTTING EDGE K9 LLC in writing of the breach within thirty (30) days following completion of the training.

4.2 Disclaimers. THE EXPRESS WARRANTIES IN THIS SECTION 4.1 ARE IN LIEU OF, AND CUTTING EDGE K9 TRAINING EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE SERVICES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. CLIENT RECOGNIZES THAT THE SERVICES PROVIDED HEREIN INVOLVE AND ARE ULTIMATELY DEPENDENT UPON THE PERFORMANCE OF DOGS UNDER INHERENTLY DANGEROUS AND SOMETIMES EXTREME CONDITIONS. AS SUCH, THERE IS NO GUARANTEE THAT A DOG WILL PERFORM AS TRAINED IN ANY PARTICULAR CIRCUMSTANCE AND CUTTING EDGE K9 TRAINING DOES NOT PROVIDE ANY WARRANTY (EXCEPT AS STATED IN SECTION 4.1) REGARDING THE SERVICES PROVIDED HEREIN.

5. Waiver of Liability. 5.1 Client Risk. Client understands and does hereby acknowledge that Client's attendance and the attendance of any of Client's family members, agents or employees to any training course or evaluation with CUTTING EDGE K9 LLC is not without risk and, because of some Services and dogs to which Client may be exposed, may cause injury to Client or Client's dog even when the greatest amount of care is taken.

5.2 Waiver. Client and Client's executor and assigns hereby waive, release and hold harmless CUTTING EDGE K9 LLC and any of its owners, agents, trainers, instructors, insurers, independent contractors, and employees from any and all expenses, losses, demands, claims, or liability of any nature for injury or damage arising from or related to the Services which Client, Client's dog, or any family member, agent or employee of Client may suffer, including specifically, but not without limitation, any damage or loss resulting from actions of any person or dog, and Client expressly assumes the risk of such injury or damage while attending any training session or other function of CUTTING EDGE K9 LLC or while at any training location or the surrounding area thereto. Further, Client agrees that CUTTING EDGE K9 LLC, its owners, agents, trainers, instructors, insurers, independent contractors, and employees, shall not be liable for any expenses, losses, demands, claims, damages, losses or liabilities of any nature that arise from or are incident to resulting from the failure of a dog to respond to any commands taught to the dog or resulting from counseling and advice supplied to the Client. The dog's behavior now and in the future, is solely the responsibility of the Client. Should any behavior on the dog's part now or in the future result in damage to the Client, property, or person of some third party, Client agrees to assume full liability to such third party for any and all such damage, and to absolve CUTTING EDGE K9 LLC, its owners, agents, trainers, instructors and employees from any and all obligations to pay such damage to third party. All dogs are trained or otherwise handled or cared for by CUTTING EDGE K9 LLC without liability on CUTTING EDGE K9 LLC for loss or damage from disease, death, running away, theft, fire, injury to persons, other dogs, or property by said dog, or other unavoidable causes.

5.3 Waiver of Additional Damages. IN NO EVENT WILL CUTTING EDGE K9 TRAINING BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST DATA, LOST PROFITS AND COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THIS AGREEMENT OR ANY STATEMENT OF WORK, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF CUTTING EDGE K9 TRAINING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Term and Termination.

6.1 Term; Material Breach. The term of this Agreement will begin on the Effective Date and will continue until terminated by either party as provided in this Section 6 (the "Term"). Either party may terminate this Agreement if the other party breaches any material provision of this Agreement and does not cure such breach within fifteen (15) days after receiving written notice thereof. Upon termination or expiration of this Agreement for any reason, any amounts owed to CUTTING EDGE K9 LLC under this Agreement before such termination or expiration will be immediately due and payable. Sections 3, 4.2, 5, 6 and 7, together with any accrued payment obligations, will survive expiration or termination of this Agreement for any reason.

6.2 Special Termination Right. To ensure the safety of Client and the safety of others, and that of all dogs, CUTTING EDGE K9 TRAINING reserves the right to cancel at any time the Services if in its sole discretion it determines that the continued training of Client's dog could constitute a danger to Client or others.

7. General.

7.1 Assignments. Neither party may assign or transfer, by operation of law or otherwise, this Agreement any of its rights under this Agreement to any third party without the other prior written consent of the other party except that CUTTING EDGE K9 LLC will have the right to assign this Agreement to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any attempted assignment or transfer in violation of the foregoing will be null and void.

7.2 Force Majeure. CUTTING EDGE K9 LLC shall not be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder for any cause which is beyond the reasonable control of CUTTING EDGE K9 LLC.

7.3 Notices. All notices, consents, and approvals under this Agreement must be delivered in writing by hand, by electronic facsimile (fax), or by certified or registered mail, (postage prepaid and return receipt requested) to the other party at the address set forth on the cover page of this Agreement, and will be effective upon receipt or three (3) business days after being deposited in the mail as required above, whichever occurs sooner. Either party may change its address by giving notice of the new address to the other party.

7.4 Governing Law and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Indiana, without reference to choice of laws rules.

7.5 Remedies. Except as provided in Section 4.1, the parties' rights and remedies under this Agreement are cumulative. If any legal action is brought by either party to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs and other collection expenses, in addition to any other relief it may receive.

7.6 Waivers. All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

7.7 Severability. If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Without limiting the generality of the foregoing, Client agrees that Section 5 will remain in effect notwithstanding the unenforceability of any provision in Section 4.

7.8 No Agency. Nothing contained herein shall be construed as creating any agency, partnership or other form of joint enterprise between the parties.

7.9 Entire Agreement. This Agreement, together with any exhibits hereto, constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings and communication, whether written or oral. This

Agreement shall not be modified except by a subsequently dated written amendment signed on behalf of CUTTING EDGE K9 LLC and Client by their duly authorized representative.

7.10 Worker's Compensation Insurance. Client shall carry commercially reasonable amounts of worker's compensation insurance and provide proof of coverage of the same to CUTTING EDGE K9 LLC before any Services are provided to Client hereunder.

AGREED TO:

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CUTTING EDGE K9 LLC & Security

Client:

By: _____

Print Name: _____

Print Name:

Title: Owner / Instructor / Trainer

_____ Title: K9 Owner