

Board and Train Agreement

This Agreement is entered into by and between Adirondack Animal Services LLC d/b/a Upstate Canine Academy (referred to herein as "UCA") and _____, residing at _____ (referred to herein as "Owner").

1. Board & Train Summary.

A. General Training Information: Owner has requested that UCA provide Board and Train services for the Owner's dog (insert dog's name and breed: _____). The Owner represents that he/she is the lawful owner of the dog and has the sole right to enter into this Agreement. UCA will work daily with Owner's dog on training items. Board and train focuses on assisting the Owner with various training areas which may include any one or more of the following: (a) beginner and puppy foundation training; (b) leash pressure; (c) off-leash training; (d) behavior modification; (e) dog/human aggression; (f) fear and anxiety; (g) personal protection foundation; (h) eliminating bad habits and behaviors. However, the specific items of what will be focused on during this board and train will be set forth in detail below.

B. No Guarantees: This Agreement in no way guarantees or promises that all items discussed by the Owner will be resolved or that all items addressed in the Board and Train will be successful. UCA will, however, discuss with the Owner which training areas will be needed and worked on. By initialing where indicated at the end of this paragraph, the Owner expressly acknowledges that there are **no guarantees** as to what is accomplished in training since there are so many factors for each dog when it comes to training successes including the length of time the dog is in the board and train program, whether the dog has any prior training, genetics, prior bad experiences, age and health of the dog. The Board & Train costs cover the boarding and the trainer's time. It does not cover a guaranteed outcome as there are no guaranteed outcomes.

C. Owner Must Continue Training at Home: **Even more important is the Owner's understanding that continued training **MUST REGULARLY HAPPEN AT HOME BETWEEN DOG AND OWNER** after the Board & Train has been completed. Following the Board & Train, it is the Owner's responsibility to contact UCA to discuss and schedule follow up training sessions, as needed. The specific commands, training style and recommended tools used and recommended by UCA must be carried over in the Owner's training and the Owner acknowledges the importance of this by initialing here:_____.

D. Dog Socialization. Depending on the needs of the dog, Owner understands that the dog will enjoy individual attention and, if permitted by UCA, socialization with other dogs. Like children on a playground, dogs can get scratches, nicks or bites as they interact with other dogs. Owner acknowledges that animals are unpredictable and there is possibility of injury to his or her dog, or another dog during such controlled socialized activities. In fact, while the dogs are carefully monitored by UCA trainers, to prevent injury, it is still possible that during the course of normal socialization, the Owner's dog may get injured. If choosing the option of socialization, the Owner, however, agrees that the benefits of socialization outweigh the risks and accepts the risks.

Initial here, if you specifically do NOT want your dog to engage in any socialization with other dogs: _____

E. Pick-Up of Dog and Exit Training Session:

i. Upon the scheduled and confirmed pickup of the dog, the Owner will be provided with a one-on-one, private training session to ensure that the Owner is educated on the training methods used by UCA and so that the Owner can begin to learn the proper techniques and knowledge to continue the dog's training success at home. It is acknowledged that the Owner is responsible for attending the scheduled pickup and training session. UCA shall, in its sole discretion, determine how long the training session will take place, but in no event will the session be less than 60 minutes.

ii. If the Owner is 20-60 minutes late for the pick-up/exit training session, the Owner will be charged \$45.00 due immediately and UCA has the sole option of rescheduling the exit training session. If the Owner is more than one hour late to the scheduled pick-up/training session, the Owner will be charged \$75.00 for every hour he/she is late. Such late fee is due at the pick-up and UCA has the sole option of rescheduling the exit training session.

iii. The Owner acknowledges that following the paid Board & Train program, the Owner may schedule free training sessions to clean up and refresh the training skills specifically worked on during the Board & Train. It is the Owner's responsibility to reach out to UCA and schedule these sessions. Once UCA receives a call from the Owner to schedule a refresher session, the Owner will be advised of the available dates. The Owner understands that there may be a waiting period to get back in for a refresher, depending on how far out UCA is scheduled. The Owner also understands that the free sessions only pertain to refresher training on the behaviors worked on in the Board & Train. If there are other issues that the Owner wants addressed, this will be discussed with the Owner and the Owner will be charged a training fee. The Owner acknowledges that if he/she schedules one of these follow-up refresher sessions, there will be no charge to the Owner **UNLESS** the Owner cancels with less than 24 hours' notice or fails to show at all. In that case, the Owner will be charged \$50.00 for the session.

The Owner has selected the following Board and Train Package and Pricing option:

_____ 1 week package (7 days) – \$1,600 +tax ***Returning client only**

_____ 2 week package (14 days) – \$2,800 +tax

_____ 3 week package (21 days) – \$3,900 +tax

_____ 4 week package (28 days) – \$5,000 +tax

_____ 5 week package (35 days) – \$6,000 +tax

2. **Schedule & Payment.**

A. Payment due at Drop Off. UCA acknowledges that a non-refundable \$950.00 deposit for a 3-5 week program or \$500.00 for a 1-2 week program was paid by the Owner upon scheduling the Board & Train. Full payment for board and train services is required when the dog is dropped off. If the Owner is unable to pay for the Board & Train at the time of drop off, then the dog will **not** be accepted for the Board & Train program and will have to be rescheduled. All board and train prices are subject to New York State sales tax. UCA accepts cash, check or major credit cards. The Owner acknowledges that there are no refunds. Owner agrees to pay in full for any and all services rendered by UCA and that remaining balances for board and train services must be paid at the time of drop off.

B. Late Fees for Failing to Pick up Dog on Scheduled Pick-Up Date. In addition, the Owner acknowledges that for each day that the dog remains at UCA past the scheduled pickup date shown above (or any other date mutually agreed upon by UCA), there will be an additional \$175.00 per day charge due when the dog is picked up, plus any other fees for dog food or other services required by the dog. If agreed to by UCA and the Owner, the Owner may seek additional time at Board & Train. In that event, the Owner will be charged the difference between what he/she has already paid and the additional time. This additional cost will be paid immediately at the time the dog is picked up.

C. No Refunds and No Equipment Provided After Training. Owner understands that UCA does not give refunds for services rendered or services purchased and not used. The prices agreed to herein do not include training collars, e-collars, special leashes, toys etc. Should such equipment be recommended, the Owner can purchase them directly from UCA should the Owner choose to. Please again refer to paragraph 1 above and note that payment of the Board & Train program will not be refunded.

D. New Issues and/or a Failure to Pay for Services Nullifies Free Future Training. As set forth above in paragraph 1(E)(iii), continued, free training following the Board & Train program is offered only for those behavioral issues addressed during the Board & Train program and does not extend to new or different issues that may arise after completion of the program. In the event of any failure to pay, in whole or in part, for any services provided pursuant to this Agreement, the promise of free continued training shall be immediately null and void. Upstate Canine Academy further reserves the right, in its sole discretion and to the fullest extent permitted by applicable New York law, to suspend, deny, limit, or permanently terminate any lifetime or future training services provided under this Agreement at any time, including but not limited to circumstances involving nonpayment, abusive, threatening, or unsafe conduct, repeated failure to comply with training recommendations or facility policies, safety concerns involving any person or dog, or any other lawful business reason. Such determination shall be made in good faith and in compliance with applicable law.

3. Dog Food & Other Items for the Dog. Owner acknowledges that the dog's food and any needed medication for the duration of the stay is the Owner's responsibility and should be dropped off with the dog. The Owner acknowledges that he/she may also drop off toys, a dog bed or blankets from home to assist in making the dog as comfortable as possible. However, the Owner acknowledges that there is a chance these items can be damaged or lost. As such, the Owner agrees that UCA will not be held responsible or liable for any lost, stolen or damaged personal property belonging to Owner or his or her dog. In addition, if the Dog runs out of dog food during its stay at UCA, the Owner acknowledges that he/she is responsible for reimbursing UCA for the dog food and said reimbursement is due, in full, at the time the dog is picked up by the Owner.

4. Owner's Release & Indemnification to UCA. Owner agrees to release, indemnify, and hold harmless UCA from any and all manner of damages, claims, loss, liabilities, costs or expenses, including reasonable attorney's fees and related costs, arising out of or related to UCA's services, except which may arise from the gross negligence or intentional and willful misconduct of UCA, including, without limitation, (i) any inaccuracy in any statement made by the Owner or information provided by the Owner to UCA; (ii) the Owner's dog, including but not limited to destruction of property, dog bites, injury, and transmission of disease, and (iii) any action by the Owner which is in breach of the terms and conditions of this agreement. UCA reserves the right to immediately change his or her dog's boarding or doggie daycare schedule if UCA believes it is necessary to protect the health and well-being of the Owner's dog, other dogs or UCA staff.

5. **Vaccinations & Documentation.** Owner is aware that kennel cough (a/k/a "Bordetella") is a common problem in facilities where there are groups of dogs that intermingle. All of the dogs at UCA are vaccinated against Bordetella, however there are a number of viruses that can cause the cough and no vaccination will prevent all cases. Owner confirms his/her dog is current on all vaccinations as required by UCA and understands that complete documentation confirming such vaccination requirements including, but not limited to, Bordetella, rabies and distemper vaccinations shall be required prior to entry at the UCA facility. In the event that the Owner does not wish to have his/her dog vaccinated against Bordetella, the Owner must complete a waiver provided by UCA. There will be no other exceptions regarding the other required vaccinations.

6. **Hygiene/General Grooming/Flea & Tick Preventative.**

A. UCA may, as its sole discretion, provide simple grooming and/or bathing of Owner's dog. Such simple grooming may include: bathing, nail trims, and coat brushing - all in an effort to maintain cleanliness and health while the Owner's dog is boarded at UCA. By signing this Agreement, Owner consents to the use of hypoallergenic shampoo. If the Owner **does not consent** to their dog being bathed, brushed or have other such grooming, please initial here:
_____.

B. Owner confirms his/her dog is free of fleas, ticks, worms and other insects and parasites and that his/her dog is on a flea and tick preventative. UCA reserves the right to reschedule the board and train if it determines, at its sole discretion, that the dog is not free of fleas, ticks, worms or other parasites since this poses significant risks to other dogs and UCA staff.

7. **Emergency Care of Dog.** UCA will make every attempt to call and contact the Owner and/or Emergency Contact (as previously provided by the Owner) in the event of an emergency situation. The Owner authorizes UCA to take actions they deem reasonably necessary to ensure the health, well-being, and safety of the Owner's dog and to take reasonable action to resolve any medical problems that may arise while the dog is in its care. The Owner agrees to assume full financial responsibility for any and all expenses incurred as a result of UCA's actions. The Owner understands that UCA staff is expected to make a reasonable attempt to contact the Owner and/or the emergency contact before incurring such expenses, that they may need to incur such expenses if they can't reach me, and that an emergency could arise where it would not be feasible for them to contact me before the expense is incurred. In all scenarios, the Owner agrees to take full financial responsibility of the expenses incurred on its dog's behalf.

8. **UCA's Limit of Liability.** It is expressly agreed by Owner and UCA that UCA's liability shall not exceed the lesser of the current chattel value of the dog of the same species or the sum of \$200.00, whichever is less.

9. **Dog's Picture, Name and Other Likeness.** Owner acknowledges that pictures and videos may be taken of the Owner's dog for media, marketing and advertising purposes. Owner agrees to allow UCA to use the Owner's dog's name and any images, in any form or format, for use, at any time, in any form of media, marketing, print or advertising without providing the Owner prior notice or fees for same.

10. **Training Techniques Used by UCA.** By participating in our board and train program Owner acknowledges and fully understands that UCA will employ training tools and techniques that are used to train and modify the behavior of dogs. Furthermore, Owner is aware that dog training at the Upstate Canine Academy can include training tools such as prong collars and e-collars. Owner engages UCA to provide services for his/her dog as is deemed necessary in the sole discretion of UCA. It is the Owner's responsibility to purchase the

appropriate training tools recommended by UCA. If the Owner chooses not to purchase certain tools, UCA is not responsible for the lack of success in the overall training and may decline to provide free follow-up training at UCA's sole discretion.

11. **Natural Disaster/Emergency Policy.** In the event of a natural disaster including, but not limited to tornado, flooding, earthquake, etc., or other emergency that makes the UCA facility unusable (i.e., fire, flooding), the Owner understands it is his/her responsibility to pick up the dog (or make arrangements for pick up) in a timely manner and in accordance with any mandatory evacuations, etc. The Owner understands that UCA will do everything reasonably possible to secure the safety of the dog during a natural disaster and the Owner agrees to indemnify, release, and hold UCA harmless of any and all liability related to any natural disaster of any sort.

12. **Governing Law.** This Agreement is governed by the laws of the State of New York without regard to conflicts of law principles. UCA and the Owner agree that all actions or proceedings arising directly, indirectly or otherwise in connection with, out of, or related to or from this Agreement shall be litigated only in courts located in Saratoga County, New York.

13. **Severability.** If any provision of this Agreement is determined to be unenforceable, such provision will be deemed severed and the remaining provisions of this Agreement will continue in full force and effect. UCA will be deemed to have accepted this Agreement, without execution, upon the acceptance of a reservation or payment for services to be provided hereunder or the commencement of the services.

14. **Abandoned Dog.** Owner understands and agrees that if his/her dog is not picked up on the scheduled pick-up date, in accordance with the law, UCA shall provide the Owner with a notice by registered mail, pursuant to NY Agriculture Law §331. Following the notice, as set forth herein, should the dog still not be picked up by the 10th day, the notice shall be deemed a waiver of any lien on the dog for the treatment, board or care of the animal, but it shall not relieve the Owner of his contractual liability for such treatment, board or care. Failing to pick up the dog by the 10th day, the dog shall be deemed to be abandoned and UCA shall gain legal custody and ownership of the pet and retain the right to keep the pet or place the pet in a shelter or with animal control, or place the pet in a new home with a new owner, with no recourse by Owner against UCA or its employees, agents, and affiliates. OWNER FULLY UNDERSTANDS AND AGREES THAT IF OWNER ABANDONS HIS/HER DOG AT THE UCA FACILITY, OWNER MAY BE UNABLE TO RETRIEVE POSSESSION OF HIS/HER DOG AND WILL HAVE NO RECOURSE AGAINST ANY UCA EMPLOYEE, OFFICER, OWNER, AFFILIATE OR AGENTS.

Owner agrees to all terms and conditions of this agreement, which shall be binding between Owner and UCA.

DOG OWNER AGREES AND ACKNOWLEDGES THE ABOVE:

Print Owner Name

Owner Signature and Date

Office Use Only:

Program Total: \$ _____

Payment Type: _____

Remaining balance paid at drop off: \$ _____