



TERMS OF SERVICE

For good and valuable consideration, the parties agree as follows:

1. GMA Canine's Dog Trainers, described from this point forward as "GMA" shall exercise reasonable care to maintain a clean, safe and secure environment for the dog while in GMA care. The dog shall be fed properly and regularly; shall be housed in accordance to its individual training needs; shall be cleaned as needed; and shall not be allowed off GMA's premises without consent of the owner.

INITIALS _____

2. GMA reserves the right to refuse services to any dog or owner. However, if training is included under this contract, the dog will be trained to perform as shown by demonstration. Included in the training packages shall be training session(s) with Owner. Owner understands and agrees that should Owner fail to cooperate fully and maintain said training, GMA cannot and does not assume responsibility for the behavior or performance of the dog after it has returned to Owner. It is highly recommended that owner's put forth the effort in adjusting lifestyles and schedules to best learn to apply both training and exercise regiment daily to maintain satisfactory results. Even after Stay & Learn programs. We can only offer instruction. It is up to the handler(s) and/or owner(s) to carry out that instruction into reality.

INITIALS _____

3. If, during the training of the dog, the training is interrupted for any reason not the fault of GMA including but not limited to the illness or reproductive cycle of the dog, Owner will be notified by GMA and owner agrees to either remove the dog as provided hereafter, or make arrangements for boarding of the dog. If owner elects to remove the dog, the owner shall pay any balance due of the contract price and remove the dog from GMA's premises, in which case the dog may be returned to GMA at a later time for the completion of the training at no additional cost. If any delay and interruption in training if the fault of, or the request of GMA, including delays for stress which may show up during training, Owner shall not be charged for any such delay or interruption.

INITIALS _____

4. If the dog shows evidence of a medical problem while under the care and control of GMA, GMA shall have the right to take such measures as it deems necessary, without being liable to owner for the health and safety of the dog, including the right to administer medication or obtain an evaluation and treatment by veterinarian of GMA's choice. If, in the opinion of GMA or the veterinarian selected by GMA, the cost of treatment will exceed the amount of fifty dollars (\$50.00), reasonable attempts will be made to contact Owner for further instructions. In the event that the Owner's designated veterinarian cannot be contacted, GMA or the veterinarian selected by GMA may, without liability to Owner, provide such emergency medical treatment as to preserve the life and health of the dog. Owner shall pay the cost of all treatment(s) provided for in this paragraph, in addition to the contract price, prior to the dog being picked up by the Owner.

INITIALS _____

5. GMA agrees that while the dog is on its premise or under its control for boarding and/or training, GMA will exercise reasonable care to protect the health and safety of the dog. However, owner agrees that GMA has no liability for injury, or loss or damage to the dog or Owner's other property resulting from fire, disease, illness, virus, escape, theft, death or other unavoidable causes. After the dog has been returned to Owner by GMA, and is off of GMA's premises, GMA shall not be responsible for the illness, injury, or death of the dog or any other person or animal, or damage to any property, caused by the dog.

INITIALS _____

6. If, at the completion of training or boarding time, proper arrangements haven't been made for delivery of the dog and payment of all charges made in full, including applicable medical and veterinarian charges as provided herein, GMA shall notify Owner by certified mail at the address shown on the training agreement form that the dog will be held for an additional ten (10) days following the mailing of notice. At the end of said 10-day period, if the dog is not picked up by Owner and payment of all charges made in full, then Owner agrees that GMA may, at its option:

1. Sell the dog at public/private sale;
2. Return the dog to Owner;
3. Cause the dog to be euthanized; if in the judgment of GMA, the history of behavior of the dog does not make it suitable as pet.
4. Release the dog, at GMA's discretion, to an animal shelter of GMA's choice.

The proceeds of any sale shall first be applied to the charges of GMA, and the balance, if any, shall be returned to Owner at the address shown on the training agreement form. Owner agrees to be responsible and charged for any additional days at GMA's then existing daily boarding rate.

INITIALS _____

7. Owner grants permission for GMA to use photos of their dog(s) on social media outlets and the internet.

INITIALS _____

OWNER'S ASSUMPTION OF RISK

Owner acknowledges that Trainer's Premises, and the animals, guests, items and activities thereon, pose dangers to people and animals. Such dangers include, by way of example and not limitation, animals that can bite, trip, knock down, and fight, indoor and outdoor surfaces that may be slippery, equipment that can trip, guests and owners who cannot control their dogs, and activities involving Dog and/or other dogs that can result in injury from bites or other causes. Accordingly, Owner, on behalf of him/her, his/her spouse and minor children, anyone else whom Owner brings onto Trainer's Premises, assumes the risk of injuries, losses, damages, costs and expenses by any means above agents and employees of Trainer. If dog is injured in a dog fight or by accident, gets fleas, ticks or worms, contracts an illness or disease, is lost or stolen, becomes pregnant, or engages in any dangerous, vicious or unwanted behavior, during or after the term of this Agreement, on or off Trainer's Premises, Owner accepts the risk of the same and agrees that Trainer shall not be held responsible for it or any resulting injuries, losses, damages, costs or expenses.

TERMINATION OF SERVICES/REFUND POLICY

At Trainer's sole election, Trainer's duties hereunder shall terminate if (a) in Trainer's sole judgment Dog is dangerous or vicious to trainer or any other person or animal, or interferes with the training of other dogs including dog(s) that have progressed into group class, or (b) Owner breaches any term or condition of this Agreement Upon termination in accordance with the foregoing, Trainer's duties shall terminate but all other provisions of this agreement shall continue in full force and effect. If client chooses to forego rest of training within 72 hours of first training visit, fees are to be refunded, minus Twenty Percent (20%). If after 72 hours, client chooses to forego the rest of training; all One Hundred Percent (100%) of monies collected is NON-REFUNDABLE.

INITIALS _____

**FINANCE CHARGES FOR LATE PAYMENTS &
REIMBURSEMENT FOR COLLECTION COSTS FOR NON-PAYMENT**

All fees are due upon the release of the dog by GMA to owner or at the completion of services by GMA. Any bill that remains unpaid after 30 days from the date on the invoice will be assessed a finance charge of 1.5% of the unpaid balance, with a minimum finance charge of \$10.00 per month or fraction thereof, computed from the date of the invoice, until paid. If check is returned for insufficient funds, Owner agrees to pay a bill after 30 days, and GMA must pursue collection action, Owner agrees to reimburse GMA for all costs of collection, including attorney fees GMA incurs in the collection process.

LEGAL PROVISIONS

This Agreement is binding upon Owner, and children of owner. This agreement supersedes all prior discussions, representatives, warranties and agreements of the parties and expresses the entire agreement between owner and trainer regarding the matters described above. 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, owner acknowledges that trainer 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. This Agreement may be amended only by a written instrument signed by both owner and trainer. Any remedy provided in this Agreement is in addition to any and all other remedies provided by law or equity. If any provision of this Agreement is invalid, void or unenforceable, they will be severed and the remaining provisions shall be give full force and effect.

Owner represents that owner is the legal owner of the dog; that dog is free and clear of any mortgage or other encumbrance; that the dog has not been exposed to distemper, rabies or parvo within the past thirty (30) days; that the dog has been inculcated as indicated on this form; that the dog is currently and properly licensed; and that the owner has read this agreement in its entirety.

GMA Representative (Print)

Sign

Date

Dog Owner's Name (Print)

Sign

Date