

Contracts for Training Services and Liability

In this section you will find contracts to be used for private lessons, group classes, and board and train services.

A well-constructed contract protects both you and those who act as your employees or agents. Having a signed contract does not guarantee that a client will not sue you, but if the agreement is well written, chances are you will not be held liable unless harm has come to the owner or dog as a direct result of negligent action on your part. You should, of course, have liability insurance regardless.

Any contract you use should be subject to an attorney's review. Laws differ by state, and particular clauses might not apply in your area. You might also want to add clauses if your business has specific policies that are not included in the existing contract.

Be sure to have your clients sign the appropriate contract *before* commencement of training.

Private Lessons: If you send an advance Client Information Form, the contract may be sent along with it. (Ask for a deposit to be returned along with it if you would like.) If you choose not to send an advance form, have your clients sign the contract at the beginning of your lesson.

Group Classes: Send the contract at least two to three weeks before the start date, along with a request that it be returned with a deposit to hold the student's place in class.

Board and Train: The contract may be signed when the client drops the dog off (or when you pick him up), or sent out ahead of time if you prefer.

You can easily add your company name to the title line of any of these contracts if you wish.

Scroll down for specific instructions that apply to each type of contract.

This Folder Contains:

Private Lessons Contract

Group Classes Contract

Board and Train Services Contract

Private Lessons Contract (“Dog Training Services Agreement”)

The first blank space is for your client’s name, the second for their address. The third space is for your name, and the fourth, the name of your company. If you do not have a company name, remove the words “acting as agent for” and the blank that follows.

This contract has separate payment options for single lessons and package deals. Simply fill in the information for the one that applies to your fee structure.

In the Services clause that states that training will take place “at Client’s home,” if you train at an office, facility, or anywhere other than in the client’s home, substitute that information.

By signing the Private Lessons contract, your clients are agreeing that they understand:

- ...and consent to your fees, and that they are nonrefundable
- that no-shows and cancellations of less than 24 hours count as sessions
- that package deal sessions must be completed within a specific time frame
- that they must work with the dog as recommended
- that there are no guarantees as to the dog’s performance
- that should the dog cause injury to another dog or person during *or after* the period of your agreement, they are liable for the damage and will not hold you, your employees, or your agents responsible

Group Class Contract (“Group Class Dog Training Services Agreement”)

If your first class includes dogs, remove the text that says, “First class is people only, no dogs” and change the following sentence to read, “Please bring vaccination records to first class.”

After the sentences, “A spot will not be held until payment is received along with signed Training Agreement. These items must be received prior to commencement of first class” you may add, for example, “Please send a \$25 to ABC Dog Training, 123 Main Street, Yourtown, OH 55443” or “Payment in full should be sent to...”

Although the contract states that no refunds will be given after class commences, you may, of course, issue a refund at your discretion. The clause affords you the option.

Since your students will read and sign the contract ahead of time, the “Removal from Training” clause (which stipulates that removal from class will not include a refund) will serve as incentive for owners of dangerous dogs to reconsider before bringing them to your classes.

Note: If you are working in Word and do not see a shaded box around the section that includes Training Fee, Start Date, and Location, switch from Normal View to Page Layout view. To do so, choose the third button on the lower left hand corner of your Word document (or on the lower right if you are using Word 2007).

Board and Train Contract (“Board & Train Services Agreement”)

As in the Private Lessons contract, if you do not have a company name, remove the words “acting as agent for” and the blank that follows.

As most board and train arrangements include a follow-up session with the owner, the Training Fees section includes that stipulation. If you prefer to charge one fee for the board-and-train and a separate fee for follow-up sessions with the owner, change the phrase that reads “Fees include _____ session(s) with Client,” to “Follow-up sessions with Client will be charged at the rate of \$____ per session.” There is also a blank space to fill in as to where the follow-up sessions will take place, for example, at the training facility or at the client’s home.

In the Services section, a sample of behaviors to be taught (sit, stay, etc.) is included. This wording can be amended to reflect the specific behaviors you have agreed to teach the dog. For behavior problems such as aggression, type out a separate addendum that includes as much detail about the behavior problem and the expected goal as possible. Both you and your client should sign the sheet. Attach it to the contract.

This contract:

- Protects you against liability from a number of circumstances while the dog is being boarded and trained, including theft, fire, running away, disease, and injury to other dogs and persons.
- Stipulates your right to seek veterinary care for the dog if necessary, and that the client will assume financial responsibility.
- Specifies your right to terminate duties if the dog is deemed dangerous, vicious, or interferes with the training of other dogs, or if the client breeches the contract.
- Spells out that without continuing practice, the behaviors will become less reliable over time; and that no guarantees are being made that the dog will never bite, be dangerous, or exhibit other behavioral problems in the future.

The contract does not specify whether the client is allowed to visit the dog during the term of the contract. Whether to grant visitation rights depends on your preference, as well as the structure of the training package; for example, the client might already be coming up once weekly for handling sessions, making it a moot point. If you would like, add in a line about the client’s right to visit their dog. Examples: “Client shall be allowed to visit Dog during Facility’s normal business hours by prearranged appointment with Trainer, up to two times per week;” or, “Client agrees that visitations with Dog at Facility will not be permitted during the term of this contract, as it may create emotional disturbance in Dog that could interfere with the training process.”

The Services section includes the stipulation that the trainer will provide a videotape of the dog successfully performing the agreed-upon behaviors. Although you are welcome to remove this sentence if you prefer not to videotape, I strongly suggest that you adopt this practice, and keep a copy of the tape for yourself as well. Should any disagreement or lawsuit arise, the video proves that you fulfilled the services as stipulated in the contract.