

Dogs By Charlene
Telephone: 951-367-5353
Email: charlene@dogsbycharlene.com
www.dogsbycharlene.com

TRAINING

First Name: _____ **Last Name:** _____ **Date:** _____

Home Address: _____

Home/Work Phone: _____ **Cell Phone:** _____ **Email:** _____

Pet's Name: _____ **Items Brought:** _____

1 Private Lesson: _____ Lesson is at your residence and is 90 minutes in duration.
Fees is \$395.00 per dog. Lesson 1 Date: _____
Time: _____

4 Private Lessons: _____ Lessons are at your residence and are 90 minutes in duration.
Fees is \$1500.00 per dog. Lesson 1 Date: _____
Time: _____
Lesson 2-4 Date: TBD

2 Wk Board & Train: _____ Your dog will reside with me for boarding and training.
Fees is \$2500.00 per dog

OFFICE USE ONLY:

ARRIVAL DATE: _____	ARRIVAL TIME: _____
DEPARTURE DATE: _____	DEPARTURE TIME: _____

Dogs By Charlene Training and Services Agreement

NOTICE TO THE PET OWNER/GUARDIAN:

PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE CHARLENE (referred to in this agreement as “DOGS BY CHARLENE”), AND RELATED PARTIES. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY AND UNDERSTAND ITS EFFECT, POLICIES, PROCEDURES, PET RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENTS.

In consideration for my pet(s) _____ being permitted to be a pet guest at Dogs By Charlene, by signing this document, I _____, Owner/Guardian, make the following representations, certify the accuracy of all information provided to Dogs By Charlene at any time, and agree to all the following policies, procedures, terms and conditions stated below in this Dogs By Charlene Boarding and Services Agreement.

Policies, Procedures, Terms and Conditions

- 1. Owner/Guardian.** I represent that I am the owner and/or authorized guardian of my pet and I am fully authorized to enter this agreement.
- 2. Refusal of Service.** I understand Dogs By Charlene reserves the right to deny admittance to any pet for any reason, at any time.
- 3. Pet Requirements:** I represent that my pet meets all of the following requirements: (1) is four months of age or older, (2) is current on his/her required vaccinations, (3) is on a monthly flea and tick preventative medication, (4) has been in good health for the last 30 days prior to check-in, (5) my pet is not aggressive or toy protective, (6) I have completed the Customer Profile, (7) my dog will enter and exit Dogs By Charlene on a leash or a carrier.
- 4. Health.** I represent that my pet has not had any contagious illnesses of any kind for 30 days prior to check-in. I am aware and understand that Dogs By Charlene employees are not veterinarians and do not have backgrounds in animal medicine. Dogs By Charlene employees cannot diagnose or detect illnesses in the pets that are staying with Dogs By Charlene. I agree to assume all risk associated with the administration of medication by Dogs By Charlene during my pet’s stay. In addition, I acknowledge and am aware that vaccines do not protect against all contagious illnesses that may affect my pet. I HEREBY AGREE TO INDEMNIFY DOGS BY CHARLENE, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS AGAINST ANY CLAIMS MADE AGAINST DOGS BY CHARLENE, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS AS A RESULT OF MY FAILURE TO INFORM DOGS BY CHARLENE OF ANY PRE-EXISTING MEDICAL CONDITIONS THAT MY PET MAY HAVE.
- 5. Flea and Ticks.** I agree that if any fleas or ticks are discovered on my pet during check-in or at any other time while my pet is receiving services at Dogs By Charlene, that Dogs By Charlene may administer a flea bath or treatment at my expense.

- 6. Veterinarian Care.** I agree to allow Dogs By Charlene to obtain veterinarian medical treatment for my pet, if, in its sole discretion it appears that, the pet is ill, injured, or exhibits any other behavior that would reasonably suggest that my pet might need medical treatment. Medical treatment may require transportation of my pet to receive care and I hereby authorize such transportation. I grant Dogs By Charlene full authority to make decisions involving the medical treatment of my pet during its stay at Dogs By Charlene. I agree that I am fully responsible for the cost of any such medical treatment and transportation.
- 7. Veterinarian Liability:** I agree that I am assuming all risk of illness, disease, harm or otherwise to my pet by allowing my pet to participate in services at Dogs By Charlene. Furthermore, I agree that I am assuming all risk of the consequences associated with any decisions made by Dogs By Charlene, relating to the medical care and transportation of my pet. I agree to be solely financially responsible for any and all veterinarian care of my pet while in the care of Dogs By Charlene, or as a result from time spent at Dogs By Charlene. IN ADDITION, I AGREE THAT IF MY PET IS INJURED BY ANOTHER PET, I HEREBY RELEASE DOGS BY CHARLENE, ITS OWNERS, EMPLOYEES, AND AGENTS FROM ALL LIABILITY AND FINANCIAL RESPONSIBILITY FOR SUCH INJURY. I FURTHER UNDERSTAND THAT IF MY PET BITES A HUMAN OR PET, THAT DOGS BY CHARLENE MAY CONTACT THE APPROPRIATE AUTHORITIES.
- 8. Transportation.** I agree that if my pet is transported to or from Dogs By Charlene by Dogs By Charlene, its employees or agents that I AGREE TO HOLD DOGS BY CHARLENE, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS HARMLESS IN THE EVENT OF INJURY OR ACCIDENT DURING TRANSPORTATION.
- 9. Training.** By signing this agreement Client acknowledges, agrees and understands that Dogs By Charlene 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 as each dog is different in regards to ability, breeding and temperament. Client further acknowledges, agrees and understands that they must practice with their dog in-between appointments/classes what they learned during each lesson and that follow-up and scheduling of future training sessions is their sole responsibility.
- 10. Evaluations.** I understand that Dogs By Charlene does not offer free evaluations or consultations and the first visit is considered lesson #1 of program.
- 11. Aggressive Dogs.** I certify that my dog is not aggressive, and I understand that aggressive dogs are not permitted to participate in services at Dogs By Charlene. If my dog acts aggressively or exhibits unacceptable behavior, he/she may be separated from the other dogs and I will be asked to come pick up my dog immediately. I authorize Dogs By Charlene to use squirt bottles, citronella spray, and in extreme cases, muzzles to control my pet for the protection of other pet guests and humans.

- 12. Abandonment Notice.** I fully understand and agree that if my pet is not picked up by myself or an authorized representative within 14 calendar days after the day my pet is scheduled to depart, that my pet shall be deemed “abandoned” in accordance with California Civil Code 1834.5 and 1834.6. I understand if I abandon my pet at Dogs By Charlene, Dogs By Charlene, in its sole discretion, will try to re-home my pet, or relinquish my pet to a legal shelter of its choice. I FULLY UNDERSTAND AND AGREE THAT IF I ABANDON MY PET AT DOGS BY CHARLENE, I MAY BE UNABLE TO RETRIEVE MY PET AND WILL HAVE NO RECOURSE AGAINST DOGS BY CHARLENE.
- In addition, I understand that I will still be responsible for the unpaid charges incurred for my pet’s stay.
- 13. Personal Property.** I agree that Dogs By Charlene shall not be responsible or liable for any lost, stolen, or damaged personal property belonging either to my dog or me. I also understand and agree that my dog’s collar will be removed in the play area to prevent injury. This includes flea collars.
- 14. Photo and Video Release.** I agree to allow Dogs By Charlene to use my pet’s name and any images or videos taken while he/she is in the care of Dogs By Charlene, in any form or format, for use, at any time, in any media, marketing, advertising, illustration, trade or promotional materials.
- 15. GPS Collars.** We strongly recommend that GPS collars are removed prior to entering the facility. Due to playing and exercising, GPS collars may fall off on the premises. Dogs By Charlene is not liable for lost property, including GPS collars.
- 16. Service Fees.** I agree to pay for all fees, services, and products with a credit card, cash, Venmo, Zelle or check upon receipt of the monthly invoice. I give express permission to Dogs By Charlene to charge any of the credit card numbers provided on my Customer Profile for any unpaid fees, services, or products. I further agree to pay the cost of any check or debit charges returned or challenged for any reason.
- 17. Cancellations or No Show.** I understand that a cancellation of lesson must be made 2 hours prior to appointment time. If cancellation is not made within 2 hours of appointment time or a no-show for scheduled appointment will be counted as a lesson.
- 18. Rescheduling Lesson:** If a training lesson is rescheduled, the original start date will remain the reference point of any cancellation. Continuous rescheduling by the client will result in forfeiture of lessons.
- 19. Refunds.** Refunds will be determined on a case by case basis.
- 20. Duty to Disclose.** I represent that I have disclosed and shall continue to disclose, any and all medical conditions or any other conditions, including, but not limited to, personality concerns or behaviors that may affect, limit, or prevent my pet’s ability to participate in services provided by Dogs By Charlene. **I understand that Dogs By Charlene is relying on and will rely on those representations to provide a safe environment for both humans and animals.**
- 21. Controversy or Claim.** I agree that any controversy or claim arising out of, or relating to this contract, or breach thereof, or as the result of any claim or controversy including the alleged negligence by any party to this contract, shall be settled by arbitration in accordance with the rules of the American Arbitration Association. I further agree that judgment upon award rendered by an arbitrator may be entered in any Court having jurisdiction thereof and the arbitrator shall, as part of his award to the prevailing party, the cost of such arbitrations and reasonable attorney’s fee of the prevailing party.

- 22. WAIVER, RELEASE AND INDEMNIFICATION. I RELEASE, WAIVE, DISCHARGE, INDEMNIFY AND AGREE TO HOLD DOGS BY CHARLENE, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FOR ANY AND ALL MANNER OF DAMAGES, INJURY, CLAIMS, LOSS, LIABILITIES, COSTS OR EXPENSES, ATTORNEY'S FEES, CAUSES OF ACTION OR SUIT, WHATSOEVER IN LAW OR EQUITY, ARISING OUT OF OR RELATED TO THE SERVICES PROVIDED BY DOGS BY CHARLENE, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS INCLUDING WITHOUT LIMITATION: (1) ANY INACCURACY IN ANY STATEMENT MADE BY MYSELF OR INFORMATION PROVIDED BY ME TO DOGS BY CHARLENE, (2) MY PET, INCLUDING BUT NOT LIMITED TO DESTRUCTION OF PROPERTY, DOG BITES, INJURY, AND TRANSMISSION OF DISEASE, AND (3) ANY ACTION BY MYSELF THAT IS IN BREACH OF THE TERMS OF THIS AGREEMENT.**
- 23. Sole Agreement.** This writing represents the sole agreement between Dogs By Charlene and the Owner/Guardian.
- 24. Affirmation.** Each time I bring my pet into Dogs By Charlene, I am re-affirming the terms of this agreement, including updated claims, and the truthfulness and accuracy of all the statements I have made in this agreement.

I HAVE READ AND FULLY UNDERSTAND THE TERMS OF THIS AGREEMENT AND UNDERSTAND THAT I WILL GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT. I HAVE SIGNED THIS AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO DOGS BY CHARLENE, ITS OWNERS, OFFICERS, EMPLOYEES AND AGENTS TO THE GREATEST EXTENT PERMITTED BY LAW. I FURTHER AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID OR UNENFORCEABLE, THE REMAINDER OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

I hereby understand that these claims are subject to change without notice. Check dogsbycharlene.com for the most current agreements.

Print Name of Owner/Guardian: _____

Signature of Owner/Guardian: _____

Date: _____