**Brenda Rushman, CCBC**

**PAWSitive Solutions! Canine Behavior Counseling**

**BoardNTrain Agreement (“Agreement”)**

“I”, “My”, “Me”, “You” or “Your” means the individual signing this BoardNTrain Agreement (“Agreement”), My family members, anyone acting on My behalf, and anyone who owns or has an interest (ownership or otherwise) in the dog or dogs (singularly and collectively referred to as the “Dog”) which is being boarded and trained under this Agreement. I warrant that I am the legal owner of the Dog and that I am authorized to enter into this Agreement.

Brenda Rushman and PAWSitive Solutions! Canine Behavior Counseling, its officers, agents and employees are herein collectively referred to as “PAWSitive Solutions!”.

PAWSitive Solutions! agrees to provide in-home boarding and training for Your Dog, using positive reinforcement training methods (collectively referred to as the “Training Program”) in order to teach Your Dog basic manners (at home and in public), as well as provide a strong foundation for future training. In the best judgement of PAWSitive Solutions!, and after discussion with You, the Training Program may include but is not limited to addressing the following issues: house manners, chewing, barking, jumping, mouthing, potty training, walking on leash, social skills with humans, and crate training.

The cost of the Training Program is $1300.00 per week, paid in full in advance, which includes the Training Program and treats. **I understand and agree that there are no refunds for training services paid, unless stated herein.** To minimize digestive issues, I agree to provide a sufficient amount of My Dog’s regular food to last the duration of My Dog’s boarding and I will advise PAWSitive Solutions! if there are any foods or liquids which My Dog cannot eat or drink. If My Dog is on medication, I will provide PAWSitive Solutions! with a sufficient supply of medication for the length of My Dog’s boarding, with written instructions for its administration. PAWSitive Solutions! agrees to return to Me the unused portion of any food or medication I have provided when I pick up My Dog.

It has been explained to me and I understand and agree that every dog responds to training differently, and that genetics, environmental history and other factors, including but not limited to past experiences, lack of training, nutrition, health, etc. can affect My Dog’s behavior, and that despite best efforts, the Training Program may not be able to cure My Dog’s aggression or other problems. I further understand and agree that PAWSitive Solutions! does not guarantee that My Dog will do or stop doing any specific behavior after participation in the Training Program. I also understand that the behavior learned by My Dog in the Training Program may not generalize to My home or when the Dog is with Me, and that the follow-up session after completion of the Training Program (described in the next paragraph) is an important component of the Training Program. I also understand that any improvements in My Dog’s behavior as a result of the Training Program may diminish over time, and that consistent periodic refresher training is necessary to maintain any improvements.

As part of this Agreement, PAWSitive Solutions! agrees to offer two (2) follow-up support and training sessions at one (1) hour per session, by telephone or in person, as follows: (1) the first session to take place within 48 hours of the Dog being boarded, and (2) the second session to take place 1 week later. Notwithstanding the foregoing, PAWSitive Solutions! and I agree that the sessions may be re-scheduled to a mutually convenient place and/or time.

I understand and agree that the acceptance of My Dog to the Training Program under this Agreement is based upon the information I provide about My Dog to PAWSitive Solutions!. I understand and agree that if I intentionally omit or misrepresent any information, that PAWSitive Solutions! may, in its discretion, terminate this Agreement. I further understand and agree that PAWSitive Solutions! may, in its discretion, terminate this Agreement in the event that continued participation in the Training Program poses a threat to PAWSitive Solutions!, its officers, employees or agents, and/or the public (human or animal), and/or is not in the best interests of My Dog. In the event that PAWSitive Solutions! terminates this Agreement, I will be refunded the amount I have paid, prorated per day, minus costs (which will be itemized upon request).

~~In the event that ), and that with additional payment, and as long as I shall own my dog. I agree that if, after the said agreement has been fulfilled, and by agreement between Brenda Rushman and PAWSitive Solutions! Canine Behavior Counseling and myself, my dog needs additional training for a period of more than one day, I shall permit my dog to stay overnight at Brenda Rushman and PAWSitive Solutions! Canine Behavior Counseling’s location, that I will be charged only the pro-rated fee applicable to the number of days utilized. All of these follow-up training appointments, if needed, will be held at a location chosen by Brenda Rushman and PAWSitive Solutions! Canine Behavior Counseling~~. **Bren – this is confusing and not sure its needed since its not really part of the original BoardNTrain.**

I agree that in the event of a medical emergency or if asked for medical procedures, PAWSitive Solutions! is authorized have My Dog treated by a veterinarian of My choice, unless that facility is or will be closed prior to arrival, or if medical reasons (including but not limited to emergency medical treatment or if specialized treatment is required) require that My Dog is seen at a different facility. I agree to advise My Dog’s medical provider(s) of this authorization, and provide them with written documentation of such authorization, and to provide a copy of such authorization to PAWSitive Solutions! I agree that I will be responsible for the cost of any medical treatment, including medication and follow-up treatment. PAWSitive Solutions! agrees to contact me immediately, or as soon as reasonably possible (if immediate contact is not possible), in the event My Dog needs to be taken for medical treatment.

**WAIVER, DEFENSE AND INDEMNIFICATION. As a condition of My Dog’s participation the Training Program with PAWSitive Solutions! under this Agreement, I agree to waive all claims against PAWSitive Solutions! from any and all losses, liabilities, claims and causes of action that I may have because of injury or loss, including but not limited to death, bodily or emotional injury, and/or loss or damage to property that may arise out of or in any way be connected with My Dog’s training or boarding under this Agreement.**

**As a condition of My Dog’s participation the Training Program with PAWSitive Solutions! under this Agreement, I further agree to defend and indemnify PAWSitive Solutions! from any and all liability and/or other claims that any other person or entity may have because of injury or loss, including but not limited to death, bodily or emotional injury, and/or loss or damage to property that may arise out of or in any way be connected with My Dog’s training or boarding under this Agreement.**

**As a condition of My Dog’s participation the Training Program with PAWSitive Solutions! under this Agreement, and in the event that I fail to waive or defend any claims as set forth herein, or fail to indemnify PAWSitive Solutions! as set forth herein, I further agree to reimburse PAWSitive Solutions! for any and all legal or other expenses reasonably incurred by it in connection with any lawsuits, investigations, claims or other proceedings whether initiated by Me or any other person or entity, or initiated by PAWSitive Solutions! to protect its rights under this Agreement, and that such reimbursement will be made by Me to PAWSitive Solutions! within thirty (30) days of being notified .**

**I further understand and agree to assume all risks associated with owning and/or harboring a Dog that may be aggressive, and understand and agree that the Training Program is intended to be in addition to, and not a substitute for, proper management techniques by Me.**

The terms of this Agreement are to be interpreted in accordance with the laws of the State of Ohio. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid or illegal.

My Dog is up-to-date on the following vaccinations *(please initial where appropriate)*:

Kennel Cough \_\_\_\_\_\_\_

Distemper Combo Shot \_\_\_\_\_\_\_

Rabies \_\_\_\_\_\_\_ (**please attach a copy of Your Dog’s Rabies Vaccination Certificate)**

I have advised PAWSitive Solutions! of any health issues, including physical or dietary limitations, that My Dog has, and, if My Dog requires medication, I have provided sufficient medication for the duration of My Dog’s boarding, together with written instructions for its administration. \_\_\_\_\_\_\_\_ *(please initial)*

Agreed-upon BoardNTrain period will be:

Drop off date & time:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Pick up date & time:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

~~By signing this agreement, I am acknowledging that I have read and agree to all terms and conditions set forth in this agreement; and that I agree to maintain my dog’s training after the BoardNTrain is complete, following instructions provided to me by Brenda Rushman and PAWSitive Solutions! Canine Behavior Counseling~~.

By signing this Agreement, I warrant that I have carefully read, understood and agree with its contents, I have been provided with the opportunity to have this Agreement reviewed by anyone of my choosing, and all of my questions and concerns have been answered to my complete satisfaction.

**Client**

Name (printed):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Dog(s):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_

**PAWSitive Solutions! Canine Behavior Counseling**

Brenda Rushman:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_