# UpDog Pet Services-Dog Training Service Agreement

This Dog Training Service Agreement ("Agreement") is between UpDog Pet Services ("UpDog") and the individual signing this Agreement ("Client") for training services involving the dog or dogs identified on the signature page. The Client represents that they are the dog's owner or are otherwise authorized to make decisions regarding the dog's training and handling.

## 1. Services, Training Approach, and Client Participation

UpDog provides private, owner-coached dog training and behavior-related education. Lessons may take place in the Client's home or yard, surrounding neighborhood, parks, pet-friendly businesses, parking lots, or other appropriate locations.

UpDog's role is to teach and coach the Client in how to train, communicate with, and manage the dog. UpDog does not take custody of the dog for the purpose of returning a fully trained dog.

UpDog uses positive-reinforcement-based training methods. Progress depends on many factors outside UpDog's control, including the dog's temperament, learning history, health, environment, opportunities to practice behavior, management, consistency among household members, and the Client's participation and follow-through.

The Client agrees to make a reasonable effort to practice assigned exercises, follow reasonable management and safety recommendations, and maintain reasonable consistency with the training plan.

Dog behavior cannot be predicted or controlled with certainty. UpDog does not guarantee any particular behavioral result, level of improvement, training timeline, or permanent resolution of any behavior problem.

Training services are not veterinary care and are not a substitute for veterinary diagnosis, treatment, medication, or other professional medical advice.

## 2. Training Methods and Departure From the Training Plan

UpDog does not use or incorporate aversive, correction-based, or punishment-based methods or equipment. These include electronic or shock collars, prong or pinch collars, choke chains, ultrasonic correction devices, citronella or spray collars, startle devices, physical punishment or intimidation, leash corrections, and slip leads, martingale collars, or similar equipment when used to deliver corrections, discomfort, fear, intimidation, or punishment.

The Client remains responsible for decisions made regarding the dog outside scheduled lessons. If the Client independently introduces equipment, methods, advice, or practices

that materially conflict with UpDog's training plan, or otherwise substantially departs from the recommended program, UpDog cannot reasonably evaluate or be responsible for the effectiveness, consistency, progress, regression, or ultimate outcome of the training program. This applies even when the effects of conflicting methods cannot be isolated from other factors affecting the dog's behavior.

Continued attendance at lessons does not mean that the original training goals or expected progress remain achievable when the Client is not reasonably following the training plan or is simultaneously using materially conflicting methods.

If outside methods or equipment, lack of participation, or substantial departure from the training plan interferes with progress, creates a safety or welfare concern, or creates a serious conflict with UpDog's professional approach, UpDog may modify the training plan, decline to incorporate those methods or tools, suspend training, or discontinue services.

## 3. Safety, Behavior Disclosure, and Equipment

Accurate information about the dog's behavior is essential to safe and effective training. The Client agrees to disclose, to the best of their knowledge, any behavior reasonably relevant to safety, including previous bites or attempted bites, snapping, aggression, serious reactivity, resource guarding, escape behavior, significant fear or handling sensitivity, or other known safety concerns.

This responsibility continues throughout the training program. The Client agrees to notify UpDog before the next lesson of any significant new bite, attempted bite, aggressive incident, escape incident, major behavioral change, or other event that may affect safety or the training plan.

The Client agrees to follow reasonable safety and management instructions, including instructions involving leashes, gates, doors, barriers, muzzles, confinement, distance from triggers, arrival procedures, or interactions with people or animals.

The Client is responsible for obtaining equipment reasonably necessary for the training plan. UpDog may distinguish between equipment required for safety or management, equipment strongly recommended for training, and optional training or enrichment equipment.

UpDog may decline to use equipment that is damaged, excessively worn, improperly fitted, unsafe, inappropriate for the dog, or inconsistent with UpDog's training methods. If appropriate safety equipment is unavailable, UpDog may modify, limit, relocate, postpone, or decline an exercise or lesson when proceeding would create an unreasonable safety concern.

Failure to disclose material safety information or refusal to follow essential safety instructions may result in modification, suspension, or immediate termination of services.

## 4. Scheduling, Cancellations, and Rescheduling

Lessons are scheduled individually based on mutual availability. Purchasing a training package does not reserve a recurring weekly appointment time or guarantee any particular day or time for future lessons.

The Client may cancel or reschedule a scheduled lesson by providing at least forty-eight (48) hours' notice.

A missed appointment, cancellation, or request to reschedule with less than forty-eight (48) hours' notice may be treated as a used lesson and deducted from the Client's remaining package. For purposes of the 48-hour cancellation policy, notice is measured from the scheduled start time of the lesson.

Repeated cancellations or rescheduling may interfere with training continuity and UpDog's ability to manage its schedule. Even when sufficient notice is provided, UpDog may limit future scheduling, pause services, or discontinue the training relationship when a pattern of cancellations or rescheduling becomes excessive or materially interferes with the training program.

Giving up a scheduled appointment does not guarantee comparable replacement availability within the same week or within any particular timeframe.

UpDog may choose to make an exception to a scheduling or cancellation policy based on the circumstances. A courtesy or exception provided on one occasion does not require the same exception to be provided again and does not waive UpDog's right to enforce this Agreement in the future.

## 5. Package Payment, Refunds, and Unused Lessons

The full cost of the training package is due no later than the conclusion of the first scheduled training lesson. UpDog does not offer split package payments, and training will not continue beyond the first lesson while an outstanding package balance remains unpaid.

Used lessons are non-refundable.

Refunds for unused lessons are available until the earlier of:

1. completion of the third training lesson; or
2. thirty (30) days after the first training lesson.

Once either condition has occurred, all remaining lessons become non-refundable except where this Agreement specifically provides otherwise.

When a refund is available, it will be calculated on a prorated basis using the actual package price paid and the number of unused lessons remaining. A lesson treated as used under the cancellation policy is considered a used lesson.

After the refund period has ended, unused lessons remain available so long as the Client remains reasonably engaged in continuing the training program.

The Client is responsible for maintaining communication with UpDog and arranging remaining lessons in a timely manner. UpDog may provide availability or follow up as a courtesy but is not responsible for repeatedly contacting the Client, reminding the Client to use lessons, monitoring inactivity on the Client's behalf, tracking package deadlines for the Client, or warning the Client that an inactivity period is approaching.

A package may be considered inactive if more than ninety (90) consecutive days pass after the most recent completed lesson without meaningful communication regarding continuation of training, a good-faith effort by the Client to schedule another lesson, a future lesson being scheduled, or an alternate arrangement agreed to by UpDog.

For purposes of this Agreement:

**Meaningful communication** means substantive communication concerning scheduling, continuation of the training program, or a legitimate temporary delay. Incidental, unrelated, or token contact does not by itself keep a package active.

**A good-faith effort to schedule** includes requesting availability, reasonably responding to scheduling options, or otherwise actively working with UpDog to arrange the next lesson. A package will not be considered inactive merely because mutually workable availability has not yet been found while the Client is actively attempting to schedule.

**An alternate arrangement** means an extension, temporary pause, or other accommodation expressly agreed to by UpDog. Alternate arrangements may be considered for significant illness or injury, hospitalization, veterinary restrictions, family emergencies, or other reasonable extenuating circumstances and should be confirmed in writing, including by text message or email.

If a package becomes inactive for more than ninety (90) consecutive days, UpDog may determine that remaining unused lessons have been forfeited. Forfeiture is not automatic solely because ninety days have passed since the most recent lesson. The Client's meaningful communication, legitimate scheduling efforts, and any agreed alternate arrangements may be considered.

A brief or isolated communication that does not demonstrate a genuine effort to continue or schedule training does not necessarily restart or extend the inactivity period.

## 6. Health, Lesson Duration, Weather, and Dog Welfare

The Client is responsible for ensuring that the dog is reasonably healthy and physically able to participate in training and agrees to notify UpDog of relevant illness, injury, contagious disease, veterinary restrictions, recent surgery or procedures, or other health conditions that may affect participation.

UpDog may modify, shorten, relocate, postpone, or reschedule training when the Trainer reasonably believes the dog's physical condition, stress level, welfare, or veterinary restrictions make the planned lesson inappropriate.

Lessons normally last approximately forty-five (45) to sixty (60) minutes. Appropriate session length may vary according to the dog's endurance, engagement, stress level, aptitude, environmental conditions, material being covered, and objectives of the lesson.

A lesson may appropriately end somewhat earlier if the dog is fatigued or overly stressed, productive engagement has significantly declined, continuing would no longer benefit the dog, safety or environmental conditions warrant ending the exercise, or the objectives of the lesson have been adequately addressed. An appropriately shortened session remains a completed lesson.

Outdoor or public training may be modified, relocated, shortened, converted to indoor work, postponed, or rescheduled when weather or environmental conditions would make the planned work unsafe, inappropriate for the dog, or materially less effective. Relevant conditions may include excessive heat or cold, humidity, wind, rain, snow, ice, thunderstorms, poor air quality, unsafe pavement or ground conditions, or other environmental concerns.

If UpDog elects to fully reschedule a lesson because of weather or another condition outside the Client's control, the lesson will not be treated as a Client cancellation or used lesson.

## 7. Assumption of Risk and Responsibility

The Client understands that dogs are animals whose behavior cannot be predicted with complete certainty and that participation in dog training involves inherent risks.

These risks may include bites, scratches, falls, trips, leash-related injuries, escape or loss of control, property damage, reactivity or aggression, interactions with other animals or members of the public, and environmental risks associated with training in homes, yards, neighborhoods, parks, parking lots, businesses, or other locations.

The Client accepts the ordinary and inherent risks associated with participating in dog training and handling the dog.

The Client remains responsible for providing accurate information about the dog and for the dog's supervision and control when the dog is being handled by the Client or another

household member. When the Trainer physically handles the dog during an exercise, UpDog will exercise reasonable care based on the information available to the Trainer and the circumstances of the lesson.

UpDog is not responsible for injury, loss, property damage, behavioral regression, or other consequences arising from circumstances outside UpDog's reasonable control, including undisclosed behavior, inaccurate information provided by the Client, failure to follow safety or management instructions, the Client's independent handling or training decisions, actions of the dog outside UpDog's control, conduct of third parties or other animals, or environmental conditions.

The Client remains responsible for injuries or property damage caused by the dog except to the extent such injury or damage is legally determined to have resulted from conduct for which UpDog is responsible.

Nothing in this Agreement is intended to exclude or limit responsibility that cannot legally be excluded or limited under applicable law.

## 8. Household Members and Minors

Household participation is encouraged when appropriate to the training plan. Minors may participate when appropriate but must remain under the supervision of a responsible adult. UpDog does not provide childcare or general supervision of household members.

The Trainer may limit or discontinue another person's participation when that participation becomes unsafe, excessively distracting, inappropriate for the exercise, or detrimental to productive training.

## 9. Suspension or Termination of Services

Either party may choose to discontinue the training relationship.

UpDog may immediately suspend or terminate services when continuing presents a serious safety, welfare, ethical, or professional concern. Reasons may include serious safety concerns, threatening or abusive conduct, material failure to disclose relevant safety information, refusal to follow essential safety instructions, repeated or serious policy violations, or use of training methods or equipment creating a serious conflict with UpDog's program.

UpDog may also discontinue services when repeated cancellations, lack of participation, substantial departure from the training program, or other circumstances make the relationship no longer reasonably productive or workable.

If UpDog terminates services because of a Client-caused breach, safety issue, misconduct, or other material failure to comply with this Agreement, termination does not create any additional refund right. Refund eligibility remains governed by the normal refund provisions of this Agreement.

If UpDog discontinues services for reasons not attributable to the Client, including circumstances in which UpDog determines that continuing is no longer professionally appropriate despite the Client's reasonable cooperation, the Client will receive a prorated refund for unused lessons.

## 10. Privacy, Written Arrangements, and General Terms

UpDog will use reasonable care in handling personal information provided in connection with training services. Information may be used or disclosed when reasonably necessary to provide services, operate or protect the business, maintain records, respond to an emergency, comply with legal requirements, or protect the safety or legal interests of the Client, UpDog, or others. Nothing in this Agreement creates a professional confidentiality privilege.

Material amendments to this Agreement should be made in writing and agreed to by both parties. Ordinary scheduling arrangements, extensions, pauses, accommodations, or other case-specific exceptions may be agreed to in writing, including by text message or email, without requiring a newly signed Agreement.

This Agreement is governed by the laws of the State of New York.

If any provision of this Agreement is found invalid or unenforceable, the remaining provisions will remain in effect to the extent permitted by law.

This Agreement, together with the package information identified on the signature page and any subsequent written modifications or accommodations agreed to by the parties, represents the understanding between the Client and UpDog concerning the training services covered by this Agreement. Individual training notes, homework instructions, and training plans supplement the services provided but do not modify these contractual terms unless expressly agreed otherwise in writing.

By signing this Agreement, the Client acknowledges that they have had the opportunity to read it, understand the policies and responsibilities described above, and ask questions before signing.

**Dog's Name(s):**_____

**Owner's Signature:** _____ **Date:** _____

**Trainer's Signature:**

**Date:** _____

**Training package and Cost:** _____

**First Training Lesson**_____