

# Cupped & Committed Kennels

**www.cuppedandcommitted.com**

149 Effie Drive

Greenwood, SC 29649

864-992-4447

Michael Hames – Trainer

## Training Contract

\_\_\_\_\_, (“Client”) hires by contract Michael Hames of Cupped and Committed Kennels (“Trainer”) for the purpose of dog training. \_\_\_\_\_, (“Dog”) which will be trained by the trainer until client or trainer deem training should be terminated, bound with this contract.

- (A) TRAINING FEE: The trainer will be paid the fee of \$375.00 each month. The first months fee of \$375.00 is due at the signing of the contract. Payments of monthly fees are due at the 1<sup>st</sup> of each month. In return for payment the trainer will train the dog listed above. Expense of feed, heartworm preventative, flea and tick preventative, and training birds are included in the fees. The client at their expense will provide specialized feed or medication required for the dog.
- (B) HUNT TEST FEES: Hunt Test training is incorporated into the daily training regimen of the trainer. If the client requests/agrees that the dog participate in Hunt test events under the handling of the trainer the following will apply: the client will pay all entry fees one week prior to the entry deadline of the hunt test. Also, a \$35.00 handling fee will apply per stake.
- (C) VETERINARY CARE: The trainer will, on a routine basis, inspect the dog for injury and sickness. Proper veterinary care will be sought in the case that it is deemed necessary by the trainer. The client authorizes needed veterinary care by signing this contract. Client also agrees to reimburse all medical service and medicine fees. Payment of these fees will be due within 2 weeks of the veterinarian visit.
- The client is to have all vaccinations (rabies/booster) current on their dog. The Trainer requires the dog be treated for kennel cough and that a stool sample taken to be checked for parasites. The client will provide documented proof by a veterinarian that both have been done. If parasites are found, documented proof that they have been treated will also be needed. The client will provide said documentation on or before the dog’s arrival to the trainer.**

(A) DEFAULT: In the event the client fails to pay fees and /or expenses outlined by this contract for a period of 90 days, ownership of the contracted dog will be forfeited. After notification that the contract has reached the 90 day delinquent status, the client will forfeit the contracted dog to cover outstanding balance due to the trainer. Also, the client will be obligated by this contract to transfer all ownership documentation and registration to the trainer. If legal action is required to obtain proper ownership documentation, the client will be bound by this contract to pay attorney's fees and court costs incurred by the trainer to obtain ownership transfer.

(B) HOLD HARMLESS: The client will hold the trainer free and harmless from any and all claims, liability, damage, loss, and/or expenses arising out of any injury to any person or to any person's property by the dog named in this contract, while in the care, custody and control of the trainer.

(C) LIABILITY LIMITATION: The client acknowledges that it is accepted that dog training will not provide exact results. Each dog is different in regards to ability, intelligence, and temperament. The trainer will train the dog to a level that said dog will have the skills required to pass an American Kennel Club (AKC) Senior hunt test as outlined by the AKC and /or a Seasoned hunt test with the United Kennel Club (UKC) affiliate, the Hunter Retriever Club (HRC), as outlined by the UKC. The trainer in no way makes any claims/guarantees the dog will pass the fore mentioned tests.

The trainer reserves the right to terminate this contract at any time, and to request that the client pick up their dog. All pre-paid training fees will be refunded on a daily pro-rated basis in the event that the trainer would make said request. The trainer will provide a 1-hour exit consultation with the client upon completion of the contract. The trainer will instruct the client on how to properly handle the dog, and show the client what steps should be taken to keep the dog proficient at the skills taught. The trainer recommends that the client work the dog at least 3 times a week for no less than 15 minutes each session. The trainer is in no way responsible for the dog not retaining the training once the contract has expired, due to absence of maintenance training by the client.

The client accepts that this is a training contract, and that the trainer is not an insurer of the condition of the dog while it is in the custody of the trainer. The trainer is in no way responsible for the cost of replacing the contracted dog or for any damage of any kind, should the dog die, be stolen, escape, become injured, or become ill while in the care of the trainer. Proper care will be given and generally accepted training methods will be followed while the dog is under contract. Training can be dangerous and injury or death can occur, even when careful measures have been taken.

