#### **DOG(S) TRAINING CONTRACT**

This Dog(s) Training Contract (hereinafter the "Contract") is between **RIVERWOOD KENNELS**, INC., (hereinafter "Riverwood") and (hereinafter "Owner"). This Contract shall be binding on the heirs, administrators, personal representatives, and assigns of the Owner and Riverwood. This Contract, and any addendums attached, constitutes the entire agreement between the parties and this contract shall not be modified except by instrument in writing executed by Owner and Riverwood. This Contract supersedes any earlier dated agreement or contract between Owner and Riverwood (including any addendums thereto or modifications thereof). Any such agreements or contracts are hereby declared to be null void and of no further effect as of the date of execution of this Contract by both parties. This Contract shall be effective and shall become a final, binding agreement on the parties hereto once Owner and Riverwood both execute this Contract and all contingencies shall be satisfied and/or waived ("Effective Date"). Except as expressly mentioned otherwise in this Contract, Riverwood and Owner agree that the provisions set forth in this Contract shall be effective as of the Effective Date, including but not limited to, obligations relating to vaccination records, monthly rent, and necessary medications. Owner, by signing this Contract, hereby warrants and specifically represents that Owner is the true and lawful owner of the dog(s), free and clear of all liens and encumbrances.

#### 1. Boarding and Training Fee

Owner shall pay to Riverwood, on the first (1<sup>st</sup>) day of every month a boarding and training fee determined by the program selected for the term of this Contract, at the address set forth above, or at such other place as Riverwood shall direct in writing. The obligation to pay the boarding and training fee is an independent covenant of Owner.

Owner shall pay Riverwood as a late charge Fifty and 00/100 Dollars (\$50) and all other sums due under this Contract if said boarding and training fee has not been paid within ten (10) days of the due date. If Owner shall fail to make any required payment within thirty (30) days from the date the same becomes due and payable, Riverwood may exercise its lawful rights upon ten (10) days written notice by delivery of such notice via first-class mail to Owner's address.

#### 2. Training Program

The dog(s) hereinafter named will be participating in the following training program(s) marked below.

- Puppy Head Start \$450/month
- Basic Obedience \$600/month
- Retriever Program \$750/month

Owner hereby acknowledges and understands that the length of each training program varies with each dog and owner. However, it is ultimately up to the Owner how long the dog's selected program will last so long a minimum of one month is given to the program. Owner further acknowledges and understands that the Advanced Retriever Program is a high-level training program that not all dogs are capable of completing successfully.

Riverwood Kennels, Inc. Dog(s) Training Contract and Addendums

#### 3. Abandonment

If for any reason the dog(s) is/are not going to be picked up in the scheduled dismissal date, Owner shall contact Riverwood to make arrangements to extend the dog(s)'s stay and will pay the additional charges based upon the daily rate of Thirty and 00/100 Dollars (\$30) each day per dog. A dog which is unclaimed at Riverwood for ten (10) days beyond its scheduled discharge date is considered abandoned and will become the property of Riverwood. Riverwood hereby covenants that it shall exhaust every effort to contact Owner or any heirs, administrators, personal representatives, and/or assigns of the Owner if abandonment becomes an issue.

# 4. Photography and Filming

Owner hereby acknowledges and understands that photographs and/or video footage may be taken of the dog(s) that are being trained and boarded by Riverwood. Owner, by signing below, hereby gives Riverwood permission to perform such photography and/filming of Owner's dog(s) to be used for advertising and/or educational purposes. Owner further acknowledges and agrees that all resulting photographs and/or films are the sole property of Riverwood.

# 5. Acknowledgement of Training and Travel Dangers

Owner hereby acknowledges and understand that as part of the boarding and training program, the dog(s) will be required to be transported and trained which will expose the dog(s) to various environments and activities which that may be considered dangerous and could result in injury and/or illness to the dog(s) including, but not limited to: prior injuries or illness aggravated by training and/or traveling; injuries as a result of training; injuries and/or illness as a result of natural causes; injuries and/or illness as a result of traveling in a vehicle or in-tow; injuries and/or illness resulting from close proximity to firearms and "poppers", and injuries and/or illness as a result of any type of activity usually associated with the training, boarding, transporting, and handling of a live animal.

#### 6. Limited Liability and Jurisdiction

This Contract shall be governed by, construed, and enforced in accordance with the laws of the State of Georgia. Owner hereby consents to the personal jurisdiction of Heard County, Georgia. Owner agrees to release, indemnify, and hold harmless Riverwood and all of its heirs, administrators, personal representatives, and assigns from any and all manner of damages, claims, loss, liabilities, costs or expenses, including reasonable attorney's fees and related costs, arising out of or related to Riverwood's services and boarding, including but not limited to, any injuries and/or illness sustained by the dog(s) aforementioned in section 5 of this Contract, except which may arise from the willful, wanton, and intentional misconduct of Riverwood or its heirs, administrators, personal representatives, and assigns. Owner's sole and exclusive remedy shall be no more than the lesser of the current chattel value of the dog(s) of the same species or the sum of Two Hundred and 00/100 Dollars (\$200.00).

7. Waiver

The failure of Riverwood to insist upon the strict performance of any provision of this contract, or the failure of Riverwood to exercise any right, option or other remedy hereby reserve shall not be construed as a waiver for the future of any such provision, right, option or remedy or as a waiver of a subsequent breach thereof. No provision of this Contract shall be deemed to have been waived unless such waiver shall be in writing signed by an authorized representative of Riverwood.

Dog's name: \_\_\_\_\_\_

By singing below, Owner is stating that Owner has fully and completely read each provision of this contract and understands each provision contained herein.

IN WITNESS WHEREOF, the undersigned have caused this document to be executed this \_\_\_\_\_ day of \_\_\_\_\_\_.

Owner

**Riverwood Kennels, Inc.** 

(Sign Name)

(Sign Name)

(Print Name)

(Print Name, Title)

# DOG(S) TRAINING CONTRACT MEDICAL ADDENDUM

Riverwood Kennels, Inc. (hereinafter "Riverwood") closely monitor's each dog's food intake, defecation, and daily activities. Any problems are noted immediately. If the dog(s) listed in the Dog(s) Training Contract (hereinafter the "Contract") is/are in need of medical attention Riverwood will call the owner of the abovementioned dog(s) (hereinafter "Owner"), or Owner's designated emergency contact regarding the issues. If Owner, or Owner's designated emergency contact, is/are not available within a reasonable amount of time depending on the issue at hand, Riverwood will contact Owner's preferred Veterinarian provided hereunder. In the event Owner's Veterinarian is not available Riverwood will contact the Veterinarian of its choice. The Owner authorizes Riverwood to make all necessary decisions concerning medical treatments, including the cost of treatment.

If the dog(s) becomes ill or if the state of the dog(s)'s health otherwise requires immediate medical attention, Riverwood at its sole discretion is authorized to engage in the services of a Veterinarian or arrange for other requisite attention to the dog(s) up to an including Five Thousand and 00/100 Dollars (\$5,000.00) or \_\_\_\_\_\_, whichever is greater. If a veterinarian determines that emergency treatment, which exceeds the authorized amount, is needed to save the dog(s)'s life or quality of life, and Riverwood cannot reach the Owner or the emergency contact listed hereinbelow, we may authorize the Veterinarian to perform the emergency treatment. Owner agrees to be responsible for all veterinary costs provided to Owner's dog(s).

Preferred Veterinarian:

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Owner further certifies:

### Please initial next to each paragraph after carefully reading each

<u>1. I hereby certify that my dog(s) listed in the Contract is/are in good health and has/have not been ill with any communicable disease and/or conditions within the past thirty (30) days including, but not limited to: Rabies, Distemper, Hepatitis, Leptospirosis, Parainfluenza, Parvovirus, the Flu, and/or Bordetella (kennel cough).</u>

<u>2.</u> I have provided Riverwood with current vaccination records (including Bordetella and Brucellosis) of the dog(s) named in the Contract from its/their Veterinarian.

 $\_$  3. I agree to either:  $\square$  pay for or  $\square$  provide monthly heartworm medication to be administered by Riverwood. (*Please select one method*)

4. I agree to either: approvide monthly tick and flea medication to be administered by Riverwood. (*Please select one method*)

\_\_\_\_\_ 5. I agree to hold harmless Riverwood and all of its heirs, administrators, personal representatives, and assigns for any and all complications arising from and/or related to the administration of owner provided/paid for medications

IN WITNESS WHEREOF, the undersigned have caused this document to be executed this \_\_\_\_\_ day of \_\_\_\_\_\_, \_\_\_\_.

Owner

**Riverwood Kennels, Inc.** 

(Sign Name)

(Sign Name)

(Print Name)

(Print Name, Title)

### DOG(S) TRAINING CONTRACT DOG AGGRESSION ADDENDUM

# Please check one and sign below

The Undersigned (hereinafter "Owner") certifies that Owner's dog(s) listed in the attached Dog(s) Training Contract (hereinafter the "Contract") has not harmed and/or demonstrated aggressive or threatening behavior, as defined/exemplified hereunder, toward any person and/or other animal.

#### OR

The Undersigned (hereinafter "Owner") acknowledges and/or admits that Owner's dog(s) listed in the attached Dog(s) Training Contract (hereinafter the "Contract") has harmed and/or demonstrated aggressive or threatening behavior, as defined/exemplified hereunder, toward a person and/or other animal. Owner, by acknowledging and/or admitting to such harm and/or behavior, shall, to the fullest extent permitted by law, at Owner's own cast and expense indemnify and hold harmless from any and all claims, loss (including attorney's fees, witness fees, and all court costs), damages, expenses, and any liability (including statutory liability) resulting from injury and/or death of any person, or damage to or loss of any property, including other dog(s) being boarded/trained by Riverwood Kennels Inc., arising out of and to the extent caused in whole or part directly or indirectly, by any negligent or wrongful act, error, omission or breach of this Contract in connection with the aggressive harm and/or behavior herein admitted/acknowledged. The forgoing indemnity shall not be limited in any way by the amount or types of damages or compensation under any insurance claim. This provision shall survive the expiration or termination of the Contract.

#### Aggressive or Threatening Behavior includes, but is not limited to:

- Growling
- Biting
- Lunging
- Snarling
- Snapping
- Charging/Standing Tall

#### [Signatures on subsequent page]

IN WITNESS WHEREOF, the undersigned have caused this document to be executed this \_\_\_\_\_ day of \_\_\_\_\_\_, \_\_\_\_.

Owner

**Riverwood Kennels, Inc.** 

(Sign Name)

(Sign Name)

(Print Name)

(Print Name, Title)

### DOG(S) TRAINING CONTRACT RIVERWOOD KENNELS, INC. POLICIES

- 1. Owner must pay all costs and charges for special services requested, and provide updated vaccination records from Owner's Veterinarian before starting training.
- 2. Riverwood will NOT release any dog(s) or allow Owner to remove any dog(s) from Riverwood until all charges are paid in full to Riverwood.
- 3. Owner is solely responsible for any and all acts or behavior of Owner's pet while it is in the care of Riverwood.

IN WITNESS WHEREOF, the undersigned acknowledges and hereby agrees to the policies, signed this \_\_\_\_\_ day of \_\_\_\_\_\_, \_\_\_\_.

Owner

(Sign Name)

(Print Name)