

# Posh Pet Hotel Posh University Training Contract

PPH  
POSH PET HOTEL™  
*Palm Beach*

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Other: \_\_\_\_\_

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

City: \_\_\_\_\_ Zip: \_\_\_\_\_ Email: \_\_\_\_\_

Dog's Name: \_\_\_\_\_ Breed: \_\_\_\_\_ Gender: \_\_\_\_\_ Age: \_\_\_\_\_

Dog's Name: \_\_\_\_\_ Breed: \_\_\_\_\_ Gender: \_\_\_\_\_ Age: \_\_\_\_\_

Veterinarian: \_\_\_\_\_ Phone: \_\_\_\_\_

How did you hear about us? \_\_\_\_\_

**THIS AGREEMENT** ("Agreement") is by and between Posh University at Posh Pet Hotel, LLC., and the Owner of the Dog, (hereinafter referred to as "Client" and entered into for the sole purpose of hiring Posh University at Posh Pet Hotel to teach the client how to train their dog in on-leash basic obedience.

## Client makes the following representation about their Dog:

- |   |   |
|---|---|
| <input type="checkbox"/> Dog has been neutered or spayed.               | <input type="checkbox"/> Dog has never bitten a person.                             |
| <input type="checkbox"/> Dog is friendly toward children and adults.    | <input type="checkbox"/> Dog has never been declared as dangerous.                  |
| <input type="checkbox"/> Dog is friendly toward other dogs and animals. | <input type="checkbox"/> Dog is currently licensed in their county.                 |
| <input type="checkbox"/> Dog has never started a fight with another dog | <input type="checkbox"/> Dog is not the subject of a quarantine order at this time. |

Any other pertinent information: \_\_\_\_\_

**ACKNOWLEDGEMENT:** By signing this agreement Client acknowledges, agrees, and understands that Posh University at Posh Pet Hotel 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.

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**TERMS AND CONDITIONS:** For good and valuable consideration, Posh University at Posh Pet Hotel agrees to provide one of the following services:

**Initial Consultation:** Clients are encouraged to schedule an initial evaluation with a training counselor in order to determine the best methods for success. Consultations are \$50.00 and are applied toward the balance of any training services.

**Please check from one of the following classes:**

**Group Classes: \$210.00/6 lessons**

- **Posh University Puppy Obedience Class**
- **Posh University Basic Obedience Class**
- **Posh University Advanced Obedience Class**
- **Posh University Trick Class**

**Private Lessons:**

- **Posh University Training Day** - \$50.00/hour.
- **Private Training at Posh University** - \$100/hour
- **Private In-Home Lessons** - \$150/hour

**Board and Train Packages:**

- **One-Week Board and Train** – \$1295.00
- **Two-Week Board and Train** – \$2500.00

**POLICIES:** \_\_\_\_ (Client's Initials) Client acknowledges that Client understands and agrees that Posh University at Posh Pet Hotel does not offer free evaluations or consultations. The initial consultation to discuss Client's Dogs needs cost \$50.00 and is non-refundable. The initial consultation fee will go towards the first lesson or package obtained by the Client. I agree and understand that a "no-show" for a scheduled appointment will be counted as a lesson. I further understand and agree that a program may include admission to classes only when program is paid for in full and that classes have no cash-out value. I further agree that lesson duration is determined by the trainer at the time of service and that time spent during appointments discussing my dog, dog training and/or behavior is considered training/lesson time and that I must practice with my dog in-between appointments in order to get the most benefit and success from any training program. I further understand and agree that Posh University at Posh Pet Hotel does not guarantee any group or specialty class will always be held, or at any specific location, and that if my dog is aggressive it can be prohibited from attending Posh University at Posh Pet Hotel classes.

**TERMINATION:** \_\_\_\_ (Client's Initials) Posh University at Posh Pet Hotel services shall terminate if (a) in Posh University's judgment that "Dog" is dangerous or vicious to Posh University or any other person or animal, or interferes with the training of other dogs, or (b) Client breaches any term or condition of this Agreement, or (c) Client requests service termination.

**REFUNDS:** \_\_\_\_ (Client's Initials) I acknowledge, understand, and agree that the course fees shall be payable in advance, and is non-refundable.

**HOLD HARMLESS:** \_\_\_\_ (Client's Initials) The Client will hold Posh University, its owner(s), employee(s), or agent(s) free and harmless from any and all claims., liability, damage, loss, or expenses arising out of any injury to any person or to any person's property by the dog(s) named in this contract, while in the care, custody and control of the client, and/or dog owner, or while in the care, custody and control of Posh University, its employee(s), owner(s) or agent(s).

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**LIMITATION AND LIABILITY:** \_\_\_ (Client's Initials) Client agrees understands and acknowledges that the elimination or modification of behaviors is not guaranteed. Client acknowledges that dog training will not provide exact results and that failure to follow the professional advice given to them by Posh University at Posh Pet Hotel may result in an escalation of behavior and training issues. Client further agrees to accept responsibility for any damages the above named dog may cause through malicious, aggressive or improper behavior that may occur before, during or after all services provided by Posh University at Posh Pet Hotel. Furthermore, Client understands and agrees that if their dog is injured in a dog fight or an accident, gets fleas, ticks or worms, contracts any communicable illness or disease, or engages in any dangerous, vicious or unwanted behavior, during or after all services provided by Posh University, on or off Posh University at Posh Pet Hotel's Premises, Clients Home or Business or any other location, that Client accepts the risk and agrees that Posh University at Posh Pet Hotel shall not be held responsible for it or any resulting injuries, losses, damages, costs or expenses.

**HEALTH & SAFETY:** \_\_\_ (Client's Initials) I certify that my dog is in good health and has not been ill with any communicable conditions within the past 30 days. (i.e. Kennel Cough, Rabies, Distemper, etc.). I further certify that my dog is current on all vaccinations required by Posh Pet Hotel with the last vaccination having been received no less than seven (7) days prior to enrollment. I agree to provide proof of vaccinations prior to the start of the training course. I agree to keep my dog's vaccination up to date during the training course.

**ARBITRATION:** \_\_\_ (Client's Initials) In the event a dispute shall arise between the parties to this Posh University Dog Training Contract Agreement, it is hereby agreed that the dispute shall be referred to The American Arbitration Association. The site of the hearing shall be in the County of Palm Beach for arbitration in accordance with The American Arbitration Association Rules and Procedures. The arbitrator's decision shall be final and legally binding and judgment may be entered thereon. Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including all reasonable attorney's fee for having to compel arbitration or defend or enforce the award.

**SOLE AGREEMENT:** \_\_\_ (Client's Initials) This Agreement supersedes all prior discussions, representations, warranties and agreements of the parties, and expresses the entire agreement between Client and Posh Pet Hotel's Posh University regarding the matters as described in this agreement. The parties confirm that, except for that which is specifically written in this Agreement, no promises, representations, or oral understandings have been made with regard to the Dog or anything else.

I have read, acknowledge, and agree to all terms, conditions and legal provisions as set forth in this agreement. Furthermore, my initials and signature on this agreement are proof of my acceptance of this entire agreement.

**Client's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Trainer's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_