

**Up A Level K9, LLC**  
**Personalized Training Agreement**

**Client Information:**

Client Name(s) (the "Owner"): \_\_\_\_\_

Address: \_\_\_\_\_ City / Zip \_\_\_\_\_

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

Emergency Contact \_\_\_\_\_ Phone \_\_\_\_\_

**Pet Information (the "Dog(s)"):**

Dog #1

Dog Name: \_\_\_\_\_

Breed: \_\_\_\_\_

Dog Gender (circle one): Male Female

Dog Age: \_\_\_\_\_ years

Spayed/Neutered? (Circle one) Yes No

Last Rabies vaccine: \_\_\_\_\_

Dog #2

Dog Name: \_\_\_\_\_

Breed: \_\_\_\_\_

Dog Gender (circle one): Male Female

Dog Age: \_\_\_\_\_ years

Spayed/Neutered? (Circle one) Yes No

Last Rabies vaccine: \_\_\_\_\_

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

**Belongings:** \_\_\_\_\_

**Who is authorized to retrieve the Dog(s) from Up A Level K9**

\_\_\_\_\_

The Owner hereby retains Up A Level K9, LLC, a Wisconsin limited liability company ("Up A Level K9"), to train the Dog(s) under the following terms and conditions as set forth in this Personalized Training Agreement (the "Agreement"):

1. Training. The trainer will train the Dog(s) multiple times per day for sessions lasting approximately 15-60 minutes with breaks in between as needed. The length of training required depends on the Dog(s)' capability to

learn and their prior experiences. Obedience training generally requires two to three weeks, but may be shorter or longer in some cases. Training done on a per session basis does not have a specific time frame for completion. Behavior modification training time will vary depending upon the dog, issues, and goals. The trainer will update the Owner on the anticipated length of training required to reach the agreed upon goals (as attached).

2. Collar & Tool Use. The Owner fully understands the tools and techniques that are used to train and modify the behavior of Dog(s) and agrees to the tools and techniques to be used by Up A Level K9 for such training, which may include the use of a prong collar, flat collar, choke chain, martingale collar, slip lead, harness, head collar, muzzle, bark collar and/or remote/e-collar.

3. Achievement of Goals. The goal(s) will be considered achieved upon successful demonstration of understanding and compliance of commands given by the trainer at a location chosen by the trainer.

4. Expectations. It may not be possible in some cases to achieve all goals. For example, a dog may have a medical condition that prevents the dog from being reliably housebroken. The trainer will notify the Owner if any areas are identified where goals need to be modified. Even well-trained dogs sometimes act or respond unexpectedly. It is the Owner's responsibility to continually gauge the Dog's behavior and to assess the appropriateness of circumstances and activities for the Dog over time.

5. Maintenance of Goals. The Owner recognizes that this training will result in the Dog(s) obeying the trainer, and that this will not train the Dog(s) to obey the Owner. In order for the Dog(s) to obey the Owner, the following must occur:

- a. The Owner must understand the basic principles of training.
- b. The Owner must apply the basic principles of training.
- c. The Owner must not interact with the Dog(s) in a way that rewards bad behavior and/or punishes good behavior.
- d. The Owner must regularly practice training the Dog(s) to maintain the level of training achieved.
- e. The Owner must not give commands that they are not ready to reinforce if the Dog(s) do not perform.

6. Veterinary Care. If the Dog(s) require non-emergency veterinary care during the training period, the trainer will make a reasonable attempt to contact the Owner so the Owner can obtain veterinary care for the Dog(s). If the Owner cannot be reached or is unable to tend to the Dog(s)' need for veterinary care, or in the case of an emergency, the trainer will arrange on behalf of the Owner for veterinary care to which the Owner consents as set forth below.

- a. **All veterinary fees are the responsibility of the Owner.**
- b. If convenient, the trainer will take the Dog(s) to the veterinarian specified above by the Owner, but the trainer reserves the right to take the Dog(s) to a veterinarian selected by the trainer, using reasonable care in the selection of a veterinarian.
- c. The Owner hereby consents to the following veterinary care for the Dog(s) (initial appropriate blank or blanks), and gives the trainer full authority to consent to such treatment as the agent of the Owner:
  - i. \_\_\_\_\_ Emergency care reasonably required to save the Dog(s)' life, to preserve the use of organs or limbs, or to alleviate severe pain.

- ii. \_\_\_\_\_ The Owner must arrange all other veterinary care. The trainer's time and transportation expenses must also be reimbursed.
- d. Owner agrees and understands that Up A Level K9 is required by law to obtain timely veterinary care for any injured or ill dog. In the event such veterinary care is necessary, and even if Up A Level K9 is unable to reach the Owner, the Owner hereby expressly understands that Up A Level K9 will seek such timely veterinary care as is appropriate, either at the Dog(s)' usual veterinarian or at a veterinarian of Up A Level K9's choosing, at the sole expense of Owner.
- e. Accidental or Natural Death: In the rare and unfortunate event that the Dog(s) should die while in the care of Up A Level K9, and unless otherwise instructed in advance by the Owner, the Dog(s) will be taken to the Owner's designated veterinarian and maintained for pick-up or further instruction.

7. Aggressive Dogs. The Owner warrants that he/she has disclosed to Up A Level K9 in writing any behavior that may indicate that the Dog(s) may be aggressive to other dogs or people, including but not limited to growling, forceful barking, snapping, raising hackles, lowering of head and staring, chasing, attempting to bite, and biting. The Owner understands that, while the trainer may be able to address some forms of aggression, many aggressive dogs require long-term treatment following a specific plan of action. The Owner further understands that some forms of aggression cannot be addressed with behavior modification and may require medication which is outside the scope of this Agreement. Up A Level K9 reserves the right, in its sole and absolute discretion, to refuse or discontinue services for any dog, in which case the trainer will have no further obligation to the Owner with respect to the training of that dog.

8. Behavioral issues. Unless otherwise noted, behavioral issues will not be addressed during training. The trainer(s) will notify the Owner(s) of any behavioral issue(s) that may impact the performance of a command. In such cases, the command(s) impacted by the behavioral issue may not be able to be trained successfully.

9. Right to End Training. The trainer(s) reserves the right to end training, in their sole and absolute discretion, before completion for any reason. In such a case, a refund will be given minus expenses and prorated training fees at the trainer(s) discretion and the trainer(s) and Up A Level K9 will have no further obligation to the Owner(s).

10. Grooming. The trainer reserves the right to trim the Dog(s)' fur if needed for training.

11. Unpaid Charges. All charges incurred by Owner shall be payable upon pick-up of the Dog(s). Up A Level K9 shall have, and is hereby granted, a lien on the Dog(s) in Up A Level K9's possession for any and all unpaid charges resulting from the training contemplated by this Agreement. The Owner hereby agrees that in the event the charges are not paid when due in accordance with this contract, Up A Level K9 may exercise its lien rights. Up A Level K9 may dispose of the Dog(s) for any and all unpaid charges, at private or public sale, in the sole discretion of Up A Level K9, and Owner specifically waives all statutory or legal rights to the contrary. If such sale shall not secure a price adequate to pay such costs of board or other charges delinquent, plus costs of sale, then Owner shall be liable to Up A Level K9 for the difference.

12. Abandonment. Owner understands that if there is no Owner contact within 14 calendar days after the day pet is scheduled for completion of training, pet shall be deemed abandoned. Up A Level K9 will make every reasonable attempt to contact Owner up to and 14 days after scheduled date of completion. UP A Level K9 then

has the legal right to place pet with a new Owner. Owner shall remain liable for all boarding and training fees.

13. Liability. All behavioral advice and training suggestions are provided at the client's/Owner's own risk. Use of this information is voluntary and Up A Level K9 is not responsible for injury to any human or animal. The client/Owner is at all times responsible for the actions of the Dog(s). Up A Level K9 and the trainer(s) are not responsible for any injuries or expenses resulting from socialization or training, transportation, boarding, grooming, or any other training-related activity. Dogs participating in physical exercises may be injured by running, jumping, chasing a ball etc. Client further hereby agrees to the terms of the **Waiver, Assumption of Risk and Agreement to Hold Harmless and Indemnify** form to be signed by Owner prior to the commencement of any training of the Dog(s) by Up A Level K9.

I have read, understand, and agree to the terms of this Agreement:

\_\_\_\_\_  
Printed Name of Owner

**Up A Level K9, LLC,**

By: \_\_\_\_\_

Signature of Owner

Karen Wannemaker, Member/manager

**Medications:**

Will the Dog(s) require medications during Boarding or Day Care? \_\_\_\_\_ Yes \_\_\_\_\_ No

Dog's Name	Medication	Dosage	Instructions

**Feeding:**

Please provide feeding instructions for the Dog(s):

Dog's Name	Food	Amount Fed	Times Per Day

**WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT**

1. In consideration for receiving permission to **have my dog trained** on the property of **Karen Wannemaker**, I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE **Up A Level K9, LLC, and its members, managers, agents, contractors and employees** (hereinafter referred to as RELEASEES) from any and all liability, claims, demands,

Personalized Training Agreement

Up A Level K9, LLC.

actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or my dog(s), or any property belonging to me, while participating in such activity, while in, on or upon the premises where the activities are being conducted, REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law. For all purposes of this Agreement, "my participation" and similar phrases include participation by my dog, whether or not I am on the premises at the time.

2. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, or costs, including court costs and attorneys' and consultant fees that Releasees may incur due to my participation in said activities, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law. This extends beyond completion (or other termination) of training activities, and INCLUDES CLAIMS RELATING TO MY DOG MADE AGAINST RELEASEES BY THIRD PARTIES.

3. It is my express intent that this Waiver and Hold Harmless Agreement shall bind the members of my family and my spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Wisconsin and that any suit or other proceeding must be filed or entered into only in Door County Circuit Court. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same. I have had full opportunity to view the premises and to discuss any concerns that I have regarding any provision of this Agreement or any other issue relating to the training activity.

Name \_\_\_\_\_

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

Disclosure of Known or Suspected Aggression and Other Behavioral Issues:  
(If more than one Dog, please specify each Dog's issues)

\_\_\_\_\_ None; or

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_