



**MIDNIGHT SKY**  
K9 SERVICES

## **Boarding & Train Contract**

Diana Santoyo, Owner & Head Trainer  
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925-326-7715

**This is a contract between Midnight Sky K9 Services and the dog Owner.**

Thank you for choosing Midnight Sky K9 Services to work with you and your dog. As a team - Midnight Sky K9 Services and Owner - we each have commitments and responsibilities to provide the most satisfactory outcome. It is imperative that the Owner is committed to follow through with consistent and responsible training. Our training is not a once-and-done experience. We lay the groundwork with dog and Owner, but ultimately training your dog continues for the life of your dog -- daily, in-the-moment, real-world training. This is our philosophy. Please read carefully through this contract, our website, and our social media to understand our services and philosophy. If you have questions or concerns, ask. We are happy to explain why we do things the way we do. We ask that you are confident our philosophy and techniques are right for you prior to engagement. (Initial \_\_\_\_\_)

Another key point of our philosophy: we believe an owner being their dog's leader is key. Weak leadership is a stumbling block for success. Strong leaders do not just provide affection, food, and shelter for their dog; they also provide structure, clear communication (positive and negative), advocate for their dog in all settings, do not put their dog in situations they are likely to fail, and they know their dog's quirks and limitations. For many, becoming their dog's leader will be the most difficult part of training. With consistency in expectations and clear communication, a dog's behavior changes, but long-term success is predicated on having a strong leader. Without a strong leader that the dog respects, modifying behavior, training new skills, and maintaining those changes over time, is generally not possible. A dog's temperament plays a role in this, so certain easy-going dogs will do fine with a less strong leader; however, owners in search of training to modify behaviors will often discover their relationship with their dog is an issue. An important element to all training Midnight Sky K9 Services does – both private lessons and board and trains – is to heal these

relationships and help Owners become the leaders their dogs need. For training to be successful, the Owner must be willing to take on that leadership role. By initialing, Owner agrees to be willing to modify their own behavior as it relates to their dog's behavior and training. (Initial \_\_\_\_\_)

### **Responsibilities of Trainer:**

- A. To the very best of our professional abilities and knowledge, Midnight Sky K9 Services will strive to provide you with the most up-to-date training methods and canine behavioral information. Midnight Sky K9 Services will not hesitate to seek the advice, input, and knowledge of other professionals to give you additional information, if needed. Midnight Sky K9 Services will always use methods that are humane.
- B. Midnight Sky K9 Services agrees to exercise due and reasonable care, and to keep the facility premises sanitary and properly enclosed. All dogs under our care will be fed properly and regularly, and will be housed in clean, safe quarters.
- C. All pets are boarded or are otherwise handled or cared for by Midnight Sky K9 Services staff without liability on Midnight Sky K9 Services's part for loss or damage from disease, natural disaster, theft, fire, death, escape, injury, or harm to persons, other pets or property by said pets or for other unavoidable causes, due diligence and care having been exercised.
- D. If any complication or emergency arises while your pet is in our care, Midnight Sky K9 Services will make a diligent effort to contact you. However, if you cannot be reached, Midnight Sky K9 Services is authorized to seek medical attention, if deemed necessary. Owner will be responsible for costs of medical procedures deemed necessary by veterinary staff, as indicated in section 2H.
- E. Training includes:
  - a. "Sit"
  - b. "Down"
  - c. "Place" on a cot for up to an hour
  - d. "Stay" in a Down position for at least 2 minutes
  - e. "Come" directly to handler
  - f. Walk beside handler with a loose leash heel
  - g. Enter and exit through doors and/or gates under control
  - h. Crate manners
  - i. House manners
- F. The dog will also be taught to give attention and engagement to the handler, and will learn the following words or "markers" as part of the communication system for learning commands: "Yes," "Good," and "No."
- G. Long term success back home will rely on the consistency of the Owner.

- H. Common problem behaviors such as jumping up, mouthing, and greeting people under control will also be addressed, if present in the pet. Owner understands that his/her continued reinforcement of the commands learned are essential to guarantee the successful maintenance of the obedience training and behavior problem management.
- I. Midnight Sky K9 Services will provide one one-hour follow-up lesson with each board and train, scheduled at the mutual convenience of Midnight Sky K9 Services and Owner within one month of completion of training.
- J. Board and Trains require the purchase of an e-collar. We only use E-collar Technology products. E-collars range in price from \$200 - \$450, depending on model and customization. We will recommend a specific collar. We will not train owners to use low quality e-collars that can harm dogs and are lacking the proper nuanced settings (1-100) for humane training. Midnight Sky K9 Services will instruct Owner in the e-collars functions and proper usage. (Initial \_\_\_\_\_)
- K. Midnight Sky K9 Services agrees to the following satisfaction guarantee: "Midnight Sky K9 Services values its customers and prides itself on their satisfaction." Midnight Sky K9 Services promises to provide the obedience training set forth in this contract. If after the training phase is concluded, and Owner has attended at least one private follow-up session with Midnight Sky K9 Services in Concord, CA -- and Owner has worked diligently to maintain and improve their dog's training -- Owner is not satisfied, Midnight Sky K9 Services agrees to provide one week of remedial board and train at no charge at the next available B&T session.
- L. If in the opinion of Midnight Sky K9 Services a pet must stay beyond the agreed pick-up date to complete all training requirements to the satisfaction of Midnight Sky K9 Services, Midnight Sky K9 Services agrees to provide necessary additional training and boarding at no additional charge with agreement of Owner.

**Responsibilities of Pet Owner/Client:**

- A. **Owner agrees to pay Midnight Sky K9 Services the full amount provided below for training services. One half of the total board and train fee must be paid to reserve a spot on the schedule, the other half is due prior to dropping the dog off.** Any additional costs incurred by Midnight Sky K9 Services and any miscellaneous charges for services requested by Owner after initial drop-off will be due upon pick-up of the pet. Most board and trains require the additional purchase of an e-collar.

Training Service Fee:

\$1,000.00 per week Board and Train

Additional Add-on Prices: \_\_\_\_\_

Total Cost: \$ \_\_\_\_\_

- B. **Owner further agrees that the pet(s) shall not leave the premises until all charges are paid in full to Midnight Sky K9 Services by Owner. Midnight Sky K9 Services shall have and is hereby granted a lien on the pet(s) for any and all unpaid charges resulting from training and/or boarding pet(s) at Midnight Sky K9 Services.**
- C. Owner will disclose any disabilities such as allergies, hearing or vision impairments, current or chronic injuries or diseases, or behavioral concerns that could interfere with the progress of training.
- D. Such behaviors include but are not limited to: Separation Anxiety, General Anxiety or Fearfulness, or Aggression toward other dogs, people, food, toys, and/or personal space. If Head Trainer at Midnight Sky K9 Services determines such behavior to be present in Owner's pet, Midnight Sky K9 Services will document said behavior(s) and will immediately contact Owner to discuss any adjustments/alterations deemed necessary to the training, cost, and/or duration of training.
- E. Such behaviors require dedicated attention and will hinder training progress. Dogs that demonstrate such behaviors can learn but will learn at a slower rate and will require ongoing training by Owner to manage and/or reduce these behaviors at home. (Initial \_\_\_\_)
- F. It is understood by both Midnight Sky K9 Services and Owner that all provisions of this Contract shall be binding upon both parties for this visit and for all subsequent visits, such as for additional follow-up training.
- G. Owner specifically represents that the pet has not contracted, nor been exposed to, any contagious disease including ***rabies, distemper, parvovirus, or bordetella*** within a thirty-day period prior to the board and train. The health and safety of dogs and humans at Midnight Sky K9 Services's facility can be compromised by negligence to notify of contraction or exposure to a contagious disease on the part of Owner. If Owner is aware of and fails to notify Midnight Sky K9 Services of contraction of or exposure to a contagious disease, Midnight Sky K9 Services retains the right to terminate the board and train immediately and refund or not refund any deposit or payment as Midnight Sky K9 Services sees fit. (Initial \_\_\_\_)
- H. Prior to the dog's arrival at Midnight Sky K9 Services facilities, Owner will provide vet records indicating dog has received the following current and in-effect vaccinations: **Rabies; Bordetella (Kennel Cough); and DA2PL-PV (for Distemper, Parvo, and Others).**
- I. If the pet(s) become(s) ill, or if the state of pet(s)' health otherwise requires professional attention, Midnight Sky K9 Services, in its sole discretion, may

engage the services of a veterinarian of its choosing, or administer medicine, or give other requisite attention to the animal, and the expenses thereof shall be paid by Owner.

- J. Owner agrees to provide any medication and notification of administration (dosage and frequency) to Midnight Sky K9 Services upon drop-off of a dog. If any unanticipated side-effect or complication arises from the administration of said medication, Midnight Sky K9 Services is released from any liability and is authorized to seek medical attention, if necessary. Owner is responsible for payment of veterinarian fees upon pick up of the animal.
- K. **Results, while not guaranteed, depend largely on the Owner's commitment and willingness to work with your dog on a daily basis once returned to Owner's care.** Taught behaviors must be reinforced. It is the responsibility of Owner to practice recommended exercise/routines with the dog(s) on a consistent, regular basis. Training is an ongoing process and requires the diligence and dedication of Owner in order to reinforce and solidify the desired behaviors.
- L. Understand that in some cases involving behavior modification, **particularly aggression, the dog is never completely "cured"** and will always require careful management on the part of Owner. An Owner is always ultimately fully responsible for their dog's actions and behavior. Midnight Sky K9 Services cannot be held liable for the behavior of a dog after completion of their board and train.
- M. Pet Owner authorizes Midnight Sky K9 Services to video and/or photograph pet dog during training and/or boarding. Midnight Sky K9 Services retains full and unrestricted rights to utilize said videos and photos for use in all formats and in all manners for advertising, publication, or any other lawful purposes.
- N. Unless otherwise indicated in writing by the pet Owner, the pet Owner also authorizes Midnight Sky K9 Services to transport pet to various off-site locations both within and outside the city limits of Concord, CA. Off-site training aids in generalizing the performance of taught skills in new environments, provides new socialization and confidence-building experiences, as well as offers new distractions to aid in solidifying the commands taught. Pet will not be taken outside of the state, nor more than 200 miles from Midnight Sky K9 Services without verbal permission by Owner.
- O. Dogs that have not been spayed or neutered are welcome for training. However, special attention should be given to the scheduling of your intact female dog. Please talk with your vet to choose a time when your dog will not be in season before scheduling your pet's training with us. We will not accept dogs for on-site training who are in heat.

- P. Understand that your appointment time for drop off and pick up involves some planning on the part of Midnight Sky K9 Services. Therefore, please be on time and prepared with requested information and materials/supplies. If you need to reschedule, please contact me at least 24 hours prior to the appointment.
- Q. Understand that your dog will be living in my home and will be treated as one of my own. When dropping off your dog, please make sure that he/she is clean.

**Additional Information:**

All due and reasonable care shall be taken during your dog’s boarding and training to maintain safety of client(s), dog(s), and property. However, Diana Santoyo, Midnight Sky K9 Services and any representative thereof is hereby released from any responsibility and/or liability whatsoever for accident, injury, illness to any persons or dogs, or damage to property as a direct or indirect result of services and advice/instruction provided to client, due diligence and care having been exercised.

Any controversy or claim arising out of or relating to this contract or the breach thereof, or as the result of any claim or controversy involving the alleged negligence by any party to this contract, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by an arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall, as part of his award, determine and award to the prevailing party the costs of such arbitration and reasonable attorney’s fees of the prevailing party.

It is understood by Midnight Sky K9 Services and Owner that all provisions of this Contract shall be binding upon both parties thereunto for this visit and for all subsequent visits. This Contract contains the entire agreement between parties.

Owner has read the above, understands, and agrees to all items stated and set forth in this document.

\_\_\_\_\_ (Date)  
 (Owner/Client Signature)

Owner Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_

\_\_\_\_\_ (Date)  
 (Diana Santoyo of Midnight Sky K9 Services)