



# HUMANE RESCUE ALLIANCE

*Animals. People. Community.*

## **Independent Contractor Agreement for Group Classes and In-Home Private Training for **TRAINER NAME****

Agreement Outlining Terms for an Independent Contract between the Humane Rescue Alliance (HRA) and the Trainer, **NAME**, or any subcontractors, for the Provision of Group Training Classes and In-Home Private Training (“Contractor Agreement”) for the business, “**BUSINESS NAME**.”

To govern the provision of services by the Trainer, **NAME**, and any subcontractors in designing and servicing a portion of the in-home private training program at HRA. HRA has prepared this Agreement laying out rights and responsibilities of the parties. Neither party has any obligation with respect to Group Classes and the In-Home Private Training Program until the Agreement that describes all obligations among the parties has been signed.

### **In-Home Private Training**

#### **Responsibilities of **TRAINER** and any subcontractors for in-home private training:**

- Agree to share a portion of in-home private training session(s) payment with HRA for all in-home private training clients referred by HRA, in the agreed upon percentages outlined below, regardless of whether the client registers on the HRA website or the client’s own training business website:
  - 40% of training fees to HRA for all episodic training sessions and packages
- Client contact including any marketing the contractor wishes to do and all private training support (both before and after the session(s))
- Provide instruction by **TRAINER** and any subcontractors for **TRAINER**, for all private in-home training sessions referred by HRA or registered for via the HRA website in the geographic areas the contractor has chosen to serve, during his/her available private session working hours
- Provide all requisite education materials
- Arrive on time to clients’ homes
- Provide training treats and information about any necessary equipment used during the private training session
- Distribute private training information to potential clients, should the contractor wish to help increase in-home private session registration
- Coordinate with HRA to schedule private training session(s) for clients, after they have registered through [www.humanerescuealliance.org](http://www.humanerescuealliance.org) to schedule the session
- Pay HRA monthly for agreed upon private session services referred to **TRAINER** via HRA who registered on **TRAINER**’s website, including:
  - 40% of training fees to HRA for all episodic training sessions and packages
  - **20%** of training fees to HRA for all day-training sessions and packages
  - **10% or of training fees or \$100** to HRA for all board and train packages



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- Provide HRA with the geographic areas served by the dog training business in the form of zip codes for publication on the relevant HRA web page(s)
- Provide HRA with information about the contractor's company for its in-home private session marketing and sign-up webpage
- Maintain a safe and controlled training environment, including determining where to hold training sessions, and implementing appropriate security controls for the dog.

### **Responsibilities of Humane Rescue Alliance:**

- Maintain an active webpage or pages describing the background, qualifications, website, and services of **TRAINER** and the training business, "**BUSINESS**," which facilitates the registration for private, in-home clients in geographic locations she has agreed to serve
- Pay **TRAINER** monthly for agreed upon private session services, for those who registered on HRA's website, including:
  - 60% of training fees to **TRAINER** for all episodic training sessions and packages
  - 80% of training fees to **TRAINER** for all day-training sessions and packages
- Facilitate client contact with **TRAINER** including marketing, inquiries, and scheduling
- Develop and maintain private session marketing materials
- Print and distribute in-home private training information at shelter facilities
- Collect online payment through Convio website, and collect cash or paper-based credit card payments when needed
- Distribute check for agreed-upon income share to **TRAINER** monthly

**Liability:** **BUSINESS** agrees to indemnify and hold harmless HRA its officers, directors, instructors, agents, employees and/or representatives of any and all claims of injury, expense, costs, fines, or penalties or damages to any dog handlers, dogs, or property, whether sponsored by **BUSINESS** or not, or to third parties arising out of **BUSINESS'S** actions or omissions or the actions or omissions of its contractors or dogs in the performance of this contract.

**Insurance Required:** General Liability Insurance \$1,000,000 Per Occurrence and HRA included as an Additional Insured. Such insurance shall include a waiver of subrogation in favor of HRA and be primary and non-contributory to any insurance maintained by HRA. The Trainer, **TRAINER**, has attested that she has all necessary liability protection insurance for the business, "**BUSINESS**."



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### **The Term:**

- The Initial Term for the Agreement for in-home private sessions will run for 6 months from the start date of the first session
- At the end of the Initial Term or any Extended Term, either party may terminate the Agreement on 30 calendar days prior written notice. If neither party terminates at the end of the Initial Term or any Extended Term, the Agreement will automatically renew for an Extended term of 6 months
- Early Termination – The Agreement may be terminated at any time if either party breaches the above terms of the contract.

### **Group Classes**

#### **Responsibilities of **Trainer**:**

- Client contact including any marketing the contractor wishes to do, all class support, the collection of final paper evaluations, and all non-marketing, post-class follow up
- Provide instruction at Humane Rescue Alliance, for all agreed upon public classes, mini-series, and workshops, with 3 or more registrants
- Arrive at least 15 minutes prior to every class, 30 minutes prior to Reactive Dog I class
- Disinfect rooms before training classes and sweep or mop up messes after classes, so that the room is organized and clean for other use
- Check vaccination records of all animals attending classes according to current vaccination policies in place via Humane Rescue Alliance's existing training class program
- Distribute training class information to potential clients, should the contractor wish to help increase class registration
- Coordinate group training class curriculums with Humane Rescue Alliance

#### **Responsibilities of Humane Rescue Alliance:**

- Maintain a schedule of **3** or more classes, workshops, or mini-series open for registration, for instruction by **Trainer**, with a maximum capacity of 8 spaces per class for all classes except Reactive Dog I, which has a maximum capacity of 7 spaces per class
- Pay the following fees to **Trainer** for teaching the following classes:
  - HRA will pay contractor based on the number of people who start the class
  - Clients receiving comp registrations from HRA will not be included in the fee for contractor, meaning contractor will also comp the student that registration
    - Pay a fee of \$60/student, per Reactive Dog I class
    - Pay a fee of \$50/student, per 6-week class



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- Pay a fee of \$30/student, per 4-week class
  - Pay a fee of \$25/student, per 3-week class
  - Pay a fee of \$17/student, per 2-week class
  - Pay a fee of \$10/student, per 1-week class
- Client contact including marketing, inquiries, and scheduling
    - Contractor’s company name and website will be listed on the website class description
  - Maintain the “training” page on the HRA website and the group training class section of the HRA Convio website
  - Coordinate group training class curriculums with **Trainer** for her respective classes
  - Develop and maintain class schedules
  - Print and distribute training class information
  - Provide all supplies necessary for training classes, including:
    - Leashes, halters, muzzles, toys, treats, etc.
    - All written/printed materials and signage
    - Cleaning supplies such as chemicals detergent, mops, brooms, and paper towels
  - Collect online payment through Convio website, and collect cash payments when needed
  - Maintain an active website and working online enrollment system

### The Term:

- The Initial Term for the Agreement for group classes will run for 6 months from the start date of the first class, provided class evaluations are generally positive and have no more than 3 ratings of 2 or lower on class evaluation surveys for any one class.
- At the end of the Initial Term or any Extended Term, either party may terminate the Agreement on 30 calendar days prior written notice. If neither party terminates at the end of the Initial Term or any Extended Term, the Agreement will automatically renew for an Extended term of 6 months
- Early Termination – The Agreement may be terminated at any time if either party breaches the above terms of the contract.

Humane Rescue Alliance Representative

Date:

X \_\_\_\_\_

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Contractor

Date:

X \_\_\_\_\_

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