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## **I. Payment for Space Rental**

- A. **Space Rented.** The Fees set out in page 1 of this agreement are for Wrangler's Room and Front Room. Wrangler's Room is approximately 1650s.f. with 12mm vulcanized rubber flooring, 8 back ties, and half wall. This space also includes use of the hallway between the two main rooms. Front Room is approximately 750s.f. with cement flooring and 4 wall back tethers. Both facilities will include bathroom access which is located in the hallway between the two training areas.
- B. **Deposit.** The deposit stated is due at the time of the completion of this Agreement. The Deposit will be returned to the Renter upon satisfactory inspection of the rented facility after use. Portions of the deposit will be retained to compensate for any damages or additional clean up cost attributable to the Renter. The following conditions must be met to receive the deposit back in full: (a) The room(s) and facility (including outside areas used) are left in a clean and orderly manner; (b) Use of the facility does not exceed the scheduled time; (c) If equipment is rented it is accounted for and undamaged; (d) Damage to the area or its contents has not occurred; (e) All rules and procedures governing the facility are met; if not, the entire deposit is forfeited; (f) All municipal laws are met. If the cleaning or repair fee is greater than the deposit, the Renter will be billed for those additional costs. Deposits will be refunded within 30 days post event.
- C. **Rental Fee.** The rental fee is due in full at least 30 days before the date of use unless this Agreement is completed closer to the date of usage, in which case the fee will be due and payable during submission of the Agreement.
- D. **Cancellation/Refund.** If cancellation by either party is more than thirty (30) days before the scheduled use of the facilities, the rental fee and deposit will be returned. If Renter cancels within thirty (30) days of the event, Quinte Canine will retain a 25% cancellation fee. If the Renter cancels within five (5) business days of the event, the rental fee will be retained and the security deposit will be returned. In all cases, the minimum cancellation fee retained will be \$25.
- E. **Returned Cheques.** There will be a \$50.00 fee for any returned check.

## **II. Setup - Cleanup**

- A. **Setup.** Access to the facilities for setting up, will be during the hours stated on page 1 of this agreement. Renter is totally responsible for all setup and break down
- B. **Cleanup.** The premises must be left in as good a condition and repair as found at the beginning of the rental period. All food, beverages, equipment and rented supplies must be removed from the premises immediately after each use of the facilities AND NO LATER THAN THE EXIT TIME STATED ON THE FACE OF THIS AGREEMENT. If the time the Renter is present exceeds the time stated, additional per hour charges will be applied according to the hourly rate on Page 1. All areas used must be cleaned and left in an "as found or better" condition. All floors must be swept and/or vacuumed after use of space, all chairs used must be stacked and the bathroom must be cleaned. All trash must be removed from the building and placed in an appropriate dumpster or other outside trash container. Renter must immediately take care of any major spillage that may occur. All

lights and fans must be turned off and doors and windows closed and locked before Renter leaves. Both heating systems must be returned to the temperature they were found.

### III. **Destruction and Damage**

- A. **Damage**. If anyone damages the facilities or equipment during the rental period, by human or dog, Renter shall pay for all necessary repairs and/or replacement costs. No persons are authorized to use equipment within the facility unless authorized by Quinte Canine.
- B. **Destruction**. If Quinte Canine facilities are destroyed or damaged by fire or any other cause or unforeseen occurrence that shall make the fulfillment of the Agreement impossible, then this Rental Agreement shall terminate, payments will be returned and Renter waives all rights to any claims against Quinte Canine.

### IV. **Facility Use**

- A. **Compliance**. Renter agrees that any use of Quinte Canine facilities will comply with all statutes, ordinances, rules and regulations issued by Federal, Provincial and municipal governments.
- B. **Licenses & Payments**. Renter agrees to obtain or collect the proper governmental agency or regulating authority, any and all license fees, permits, royalties and taxes required in connection with the use of the facilities.
- C. **Hazardous Material**. Renter agrees not to bring on to the premises any material, substance, equipment or object which is likely to endanger the life of, or cause bodily injury to any person, dog or property or which is likely to constitute a hazard.
- D. **Insurance**. The Renter is responsible for providing proof of insurance to Quinte Canine, at minimum, 7 days prior to the rental start. Single event or ongoing insurance may be provided.

### V. **Responsibility and Indemnity**

- A. **Conduct**. The conduct of all participants and guests while on Quinte Canine property shall be the responsibility of the Renter. The Renter also accepts all responsibility for any injury to person(s) or property, or loss of or damage to property or theft of personal property on Quinte Canine premises during the rental period, or resulting therefrom. Failure by any individual or group to follow all applicable rules and regulations will be cause for eviction. Quinte Canine retains the right to evict objectionable persons from the premises. Repeated violations may result in denial of future reservation requests.
- B. **Indemnity**. The Renter shall release, indemnify, keep and save harmless, Quinte Canine., its agents, officers, or employees from any and all responsibility or liability for any and all damages or injury of any kind or nature whatever (including death) to all persons or dogs, whether agents or employees of the Renter or persons attending the events for which the premises have been leased, and to all property damage proximately caused by, incident to, resulting from, arising out of, occurring in connections with, the use by the Renter of the premises. The provisions of this section shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses, including reasonable attorney's fees.

### VI. **Security**

- A. Cameras. The Renter understands that the facility and property in which the facility are located may be under video surveillance at all times.
- B. Building Security. Quinte Canine is not responsible for any valuable items left in the facilities or trailer. Quinte Canine must be locked when not in use, but others may use the facilities during this rental period and parts of the buildings may be open to the public. The Renter should take necessary precautions to protect valuable personal property.
- C. Building Safety. 1) Capacity. The Renter will not invite or admit dogs in excess of a safe capacity or admit a larger number of persons than can safely and freely move about in the rented areas. 2) Exits. No portion of any passageway, or exit shall be blocked or obstructed in any manner.
- D. Locking. If a key is provided to the Renter, the Renter is fully responsible for ensuring that both front and back doors are locked properly upon exiting the building at the end of the rental term. The Renter may lock the doors once inside to prevent unwanted public from accessing the building.
- E. Facility Key. Quinte Canine will place a key for the building in a secured lock box on the door handle of the back door which should only be used at times stated on Page 1 of this agreement and not used at any other time. The key should be stored in a secure place and the Renter agrees to be responsible for the key at all times until the end of the designated time of rental, then it should be placed back into the lock box securely for the next renter. If the Renter should loose or misplace the key, the Renter is responsible for the full replacement cost as well as the cost to rekey the facility. The key code for the lock box is set per individual renter and should be only used by the renter on the designed dates. The code is not to be disclosed to any outside party beyond the person this agreement is made with. Key code provided – the Renter Initial:

## **VII. Dog Issues**

- A. Dogs Relieving 1) Dogs shall be allowed to relieve themselves in the grassy areas around the building only. The area to the immediate west of the building, dogs are allowed to relieve themselves only 5 feet from the building. Beyond that space does not belong to Quinte Canine and should be respected as private property. 2) No dog shall be allowed to relieve itself against any manmade surfaces including but not limited to: buildings, garbage's, sheds and vehicles. 3) All feces should be immediately picked up and disposed of in the container outside of the building located on the south east of the building. If this occurs inside, a Quinte Canine provided disinfectant must be used after disposal of solid waste. 4) If a dog relieves themselves indoors please ensure that the mass is removed then the provided Nature's Miracle spray is used to clean and disinfect.
- B. Aggressive Dogs. The Renter is required to use all due caution in assuring that aggressive dogs do not harm people or other dogs on the premises. Aggressive dogs must be immediately excused from the premises.
- C. Equipment. Absolutely no use of equipment by the renter will be allowed unless Quinte Canine is providing supervision and/or written permission is obtained.
- D. Leashes. All dogs must be on lead outside. They must enter and exit the facility on lead. Extendable leashes (I.e. "flexi") are not permitted anywhere on Quinte Canine property.
- E. Dog Training Equipment on Site. Electronic training devices (such as remote collars), choke chains or prong collars and any other training equipment designed to cause discomfort or pain of any kind are prohibited on the property.

- F. Dog Health & Vaccination. We recommend that dogs should be on a flea control program as directed by their veterinarian. Dogs with external parasites must be excused from the premises. All dogs must be up to date on DHP vaccinations, including rabies and/or titre test results. Proof of vaccination or immunity must be provided to Quinte Canine for all dogs, at minimum, 7 days prior to the rental start date and kept up to date all times throughout rental. Dogs exhibiting diarrhea, vomiting, coughing, sneezing, lethargy, injury or any other medically concerning symptoms must not enter the facility at any time under any circumstances. If a dog becomes sick while at Quinte Canine or within 7 days of attending the facility the Renter is responsible to inform Quinte Canine immediately. Quinte Canine is not responsible for any dog who falls ill after attending the facilities.
- G. Food & Treats. Food and treats for the dog guests may be brought in by the Renter. Dogs may fight over food so care must be taken when providing treats and food to the dogs. Food falling to the floor should be picked up immediately.
- H. Barking. Quinte Canine is situated very close to a residential area so the Renter must do their best to keep barking to an absolute minimum at all times when in the parking lot.

#### VIII. Flooring

- A. Surface. 1) Flooring within Wrangler's Room is 10mm thick vulcanized rubber. This floor is specialized and not like other rubberized flooring and should be treated carefully and with respect. 2) No liquids (outside of small amount of water to hydrate dogs) should be taken onto the flooring in Wrangler's Room. 3) Absolutely no glass containers shall be brought into the Quinte Canine facilities. 4) The Renter agrees to never use duct tape or high grab masking tape. Duct tape adhesive chemically reacts with the flooring surface and leaves a permanent residue.
- B. Cleaning Products. ONLY Quinte Canine supplied cleaning products (I.e. Natures Miracle and/or Envirocare) should be used on the flooring surface to ensure a pH neutral use. All other cleaners on the rubberized surface are strictly forbidden.
- C. Shoes. No outdoor shoes shall be worn into Wrangler's Room. The Renter and their guest are responsible to ensuring that all persons change to clean, slip free footwear when entering Wrangler's Room. Shelves with anti-drip trays are provided for outdoor shoes. Additional cleaning fees will apply if outdoors shoes are used.

#### VIX. Other

- A. Parking. The Renter is responsible for parking of vehicles on premises to ensure they do not encroach onto roadways or neighbouring properties.
- B. Noise. The Renter should exercise restraint in terms of noise and should not use any device that is audible beyond the confines of the premises, which may be reasonably considered disruptive to Quinte Canine's neighbors.
- C. Concurrent Activities. The use of the premises by the Renter shall not interfere with other programs or activities that may be going on at the same time in other areas of the property.

- D. Youth. Anyone aged 10 -15 participating in a rental must have a parent or responsible adult in attendance at all times. Children under 8 years of age must be accompanied by a non-participating adult at all times while on the premises.
- E. Shared Time. Rental time may be shared by more than one person, but no private lessons or instruction of any kind may be given during rental time by non-Quinte Canine instructors, without pre-approval and proof of insurance provided.
- F. Humane Training & Methods. Any treatment of dogs on premises reflect on Quinte Canine, we require all the renters to use humane training methods. All training should be in accordance with the Certification Council for Professional Dog Trainer's Humane Hierarchy of Training and follow the Certification Council for Professional Dog Trainer's Least Intrusive, Minimally Aversive(LIMA)Effective Behavior Intervention Policy – see appendix A. The Renter has read and understands Appendix A - Certification Council for Professional Dog Trainer's Least Intrusive, Minimally Aversive (LIMA) Effective Behavior Intervention Policy and understands that Quinte Canine is available to answer any questions the Renter may have about Appendix A.

## **Least Intrusive, Minimally Aversive (LIMA) Effective Behavior Intervention Policy**

### **What Is LIMA?**

LIMA is an acronym for the phrase “Least Intrusive, Minimally Aversive”. LIMA describes a trainer or behavior consultant who uses the least intrusive, minimally aversive strategy out of a set of humane and effective tactics likely to succeed in achieving a training or behavior change objective. LIMA adherence also requires consultants to be adequately educated and skilled in order to ensure that the least intrusive and aversive procedure is used. [1]

LIMA does not justify the use of punishment in lieu of other effective interventions and strategies. In the vast majority of cases, desired behavior change can be affected by focusing on the animal's environment, physical well-being, and operant and classical interventions such as differential reinforcement of an alternative behavior, desensitization, and counter-conditioning.

### **LIMA Is Competence-Based**

LIMA requires trainers/consultants to work to increase the use of positive reinforcement and eliminate the use of punishment when working with animal and human clients. In order to ensure best practices, consultants should pursue and maintain competence in animal behavior consulting and training through continuing education, and hands-on experience. Consultants should not advise on problems outside the recognized boundaries of their competencies and experience. [2]

### **Positive Reinforcement and Understanding the Learner**

Positive reinforcement should be the first line of teaching, training, and behavior change program considered, and should be applied consistently. Positive reinforcement is associated with the lowest incidence of aggression, attention seeking, avoidance, and fear in learners. [3]

Only the learner determines what may be reinforcing. It is crucial that the consultant understands and has the ability to appropriately apply this principle. This fact may mean that the consultant assesses any handling, petting, food, tool, and environment each time the learner experiences them. Consultant bias must not determine the learner's experience. The measure of each stimulus is whether the learner's target behavior is strengthening or weakening, not the consultant's intent or preference.

### **Systematic Problem Solving and Strategies**

The trainer/consultant is responsible for ensuring learner success through a consistent, systematic approach that identifies a specific target behavior, the purpose of that behavior, and the consequences that maintain the behavior.

A variety of learning and behavior change strategies may come into play during a case. Ethical use of this variety always depends on the trainer/consultant's ability to adequately problem solve and to understand the impact of each action on the learner, as well as sensitivity toward the learner's experience.

## **Preventing Abuse**

We seek to prevent the abuses and potential repercussions of inappropriate, poorly applied, and inhumane uses of punishment and of overly-restrictive management and confinement strategies. The potential effects of punishment can include aggression or counter-aggression; suppressed behavior (preventing the consultant from adequately reading the animal); increased anxiety and fear; physical harm; a negative association with the owner or handler; increased unwanted behavior; and, new, unwanted behaviors. [4]

## **Choice and Control for the Learner**

LIMA guidelines require that trainer/consultants always offer the learner as much control and choice as possible. Trainer/consultants must treat each individual of any species with respect and awareness of the learner's individual nature, preferences, abilities, and needs. [5]

## **What Do You Want the Animal TO Do?**

We focus on reinforcing desired behaviors and always ask the question, "What do you want the animal TO do?" Relying on punishment in training does not answer this question, and therefore offers no acceptable behavior for the animal to learn to replace the unwanted behavior. These LIMA guidelines do not justify the use of aversive methods and tools including, but not limited to, the use of electronic, choke or prong collars in lieu of other effective positive reinforcement interventions and strategies. When making training and behavior modification decisions, trainers/consultants should understand and follow the Humane Hierarchy of Behavior Change – Procedures for Humane and Effective Practices, outlined in the diagram. [6]

For these reasons, we, strongly support the humane and thoughtful application of LIMA protocols, and we applaud those individuals and organizations working with animals and humans within LIMA guidelines.

## **Humane Hierarchy**

### **Purpose**

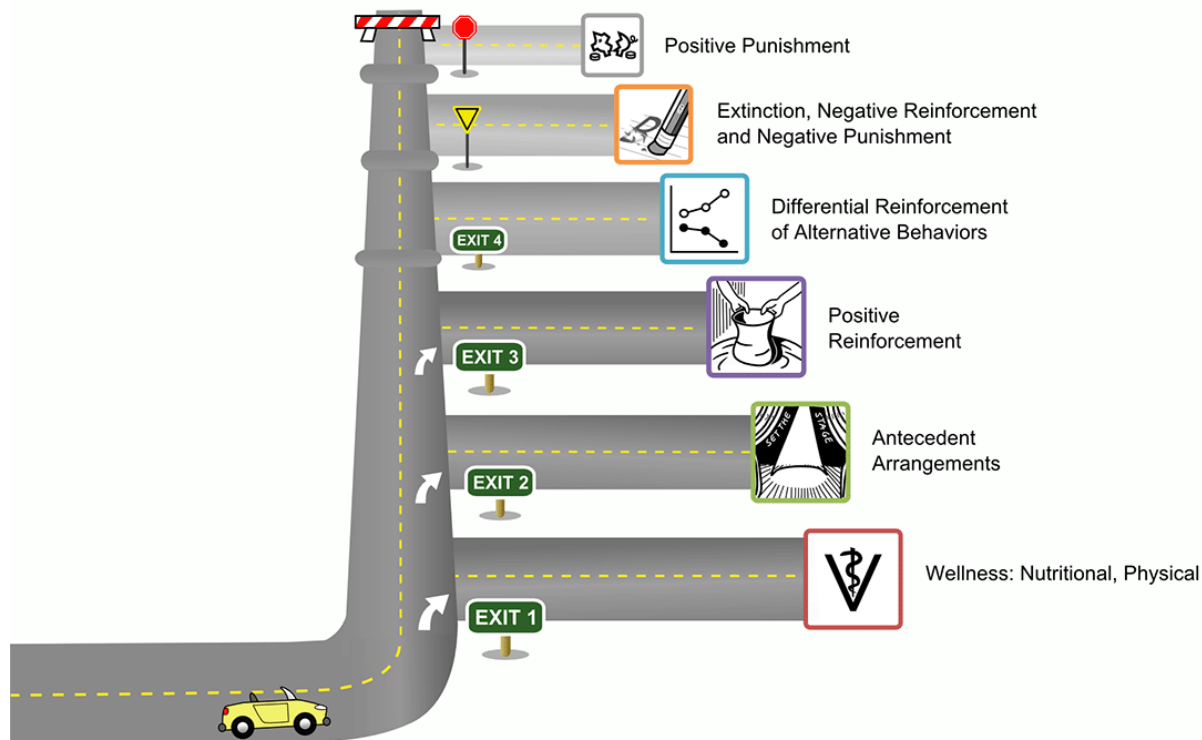
The Humane Hierarchy serves to guide professionals in their decision-making process during training and behavior modification. Additionally, it assists owners and animal care professionals in understanding the standard of care to be applied in determining training practices and methodologies and the order of implementation for applying those training practices and methodologies.

### **Hierarchy of Procedures for Humane and Effective Practice**

1. Health, nutritional, and physical factors: Ensure that any indicators for possible medical, nutritional, or health factors are addressed by a licensed veterinarian. The consultant should also address potential factors in the physical environment.
2. Antecedents: Redesign setting events, change motivations, and add or remove discriminative stimuli (cues) for the problem behavior.
3. Positive Reinforcement: Employ approaches that contingently deliver a consequence to increase the probability that the desired behavior will occur.

4. Differential Reinforcement of Alternative Behavior: Reinforce an acceptable replacement behavior and remove the maintaining reinforcer for the problem behavior.
5. Negative Punishment, Negative Reinforcement, or Extinction (these are not listed in any order of preference):
  - a. Negative Punishment– Contingently withdraw a positive reinforcer to reduce the probability that the problem behavior will occur.
  - b. Negative Reinforcement– Contingently withdraw an aversive antecedent stimulus to increase the probability that the right behavior will occur.
  - c. Extinction – Permanently remove the maintaining reinforcer to suppress the behavior or reduce it to baseline levels.
6. Positive Punishment: Contingently deliver an aversive consequence to reduce the probability that the problem behavior will occur.

### Hierarchy of Behavior-Change Procedures Most Positive, Least Intrusive Effective Intervention



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### Useful Terms

Intrusiveness refers to the degree to which the learner has counter control. The goal of LIMA is for its trainers/consultants to determine and use the least intrusive effective intervention which will effectively address the target behavior. In the course of an experienced consultant's practice, he or she may identify a situation in which a relatively more intrusive procedure is necessary for an effective outcome. In such a case, a procedure that reduces the learner's control may be the least intrusive,



effective choice. Additionally, wellness is at the top of the hierarchy to ensure that a trainer/consultant does not implement a learning solution for behavior problems due to pain or illness. The hierarchy is a cautionary tool to reduce both dogmatic rule following and practice by familiarity or convenience. It offers an ethical checkpoint for consultants to carefully consider the process by which effective outcomes can be most humanely achieved on a case-by-case basis. Rationale like, "It worked with the last case!" is not appropriate. The evaluation and behavior change program of every animal should be a study of the individual (i.e., individual animal, setting, caregiver, etc.). Changing behavior is best understood as a study of one.

## References:

- [1] Steven Lindsay, Handbook of Applied Dog Behavior and Training Vol 3 pgs. 29 & 726.
  - [2] Per the IAABC, APDT, and CCPDT Code of Ethics Principle 3.7
  - [3] "[The] use of positive reinforcement alone was associated with the lowest mean scores (attention-seeking score 0.33; fear (avoidance) score 0.18; aggression score 0.1). The highest mean attention-seeking score (0.49) was found in dogs whose owners used a combination of positive reinforcement and negative reinforcement. The highest mean avoidance score (0.31) was found in dogs whose owners used a combination of all categories of training method. Owners using a combination of positive reinforcement and positive punishment had dogs with the highest mean aggression score (0.27)." Emily J. Blackwell, Caroline Twells, Anne Seawright, Rachel A. Casey, The relationship between training methods and the occurrence of behavior problems, as reported by owners, in a population of domestic dogs, Journal of Veterinary Behavior: Clinical Applications and Research, Volume 3, Issue 5, September–October 2008, Pages 207-217, ISSN 1558-7878, <http://dx.doi.org/10.1016/j.jveb.2007.10.008>.
  - [4] See [avsabonline.org](http://avsabonline.org) • Hutchinson RR. 1977. By-products of aversive control. In: Honig WK, Staddon JER, eds. Handbook of Operant Behavior. Englewood Cliffs, NJ: Prentice-Hall: 415-431. • Azrin NH. 1960. Effects of punishment intensity during variable-interval reinforcement. J Exp Anal Behav 3: 123-142. • Azrin NH, Holz WC, Hake DR. 1963. Fixed-ratio punishment. J Exp Anal Behav 6: 141-148. • Pauli AM, Bentley E, Diehl AK, Miller PE. 2006. Effects of the application of neck pressure by a collar or harness on intraocular pressure in dogs. J Am Anim Hosp Assoc 42(3): 207-211. • Drobatz KJ, Saunders HM, Pugh CR, Hendricks JC. 1995. Noncardiogenic pulmonary edema in dogs and cats: 26 cases (1987-1993). J Am Vet Med Assoc 206: 1732-1736. • Azrin NH, Rubin HB, Hutchinson RR. 1968. Biting attack by rats in response to aversive shock. J Exp Anal Behav 11: 633-639
  - [5] Brambell's Five Freedoms, used as animal and human welfare guidelines:
  - [6] S. Friedman, What's Wrong with this Picture? Effectiveness is Not Enough, APDT Journal March/April 2010
- Adopted 1/1/2019*