

## THE WAGGLY DOG – DOG TRAINING SERVICES AGREEMENT

**THIS AGREEMENT.** ("Agreement") is by and between The Waggly Dog, Ltd, 13918 E Mississippi Ave, #173, Aurora, CO 80012, (the "Company," "we," "us") and the Client, (the "Client") \_\_\_\_\_ and entered into for the sole purpose of hiring the Company to provide services (the "Services") as described in this Agreement. This Agreement shall be effective on \_\_\_\_\_ ("Effective Date") and be ongoing until the program selected is completed. The program must be completed within one year from purchase. (the "Term").

**DESCRIPTION OF SERVICES - DOG TRAINING.** The Company shall perform agreed-upon Services in an attentive, reliable and caring manner, and the Client undertakes to provide all necessary information to assist in this performance. The Company will notify the Client of any occurrence pertaining to the dog which may be relevant to the care and well-being of the dog.

- a. Company agrees to provide lessons and services in accordance with the training program the Client selects from "Programs for The Waggly Dog." While we may not charge for certain follow-up sessions, these sessions are limited to once a quarter and up to the Company's sole discretion. Emails and phone calls outside the Program are limited to monthly, and are also in the Company's sole discretion.
- b. The Company's training consists of (teaching canine behavioral theory, dog and leash handling, basic commands, humane corrections, positive praise, and/or recognition of undesirable canine behavior and administration of proper behavior modification techniques).
- c. The Company may recommend certain training equipment. All training equipment will be paid for by the Client and will remain the Client's property. Training collars and standard leather leashes are required prior to beginning any professional dog training services program.
- d. Additional time can be added for an additional fee.

**CLIENT RESPONSIBILITIES.** Client states that the dog(s) has been currently vaccinated for Rabies virus as outlined and required by Colorado state law, and has been currently vaccinated for distemper virus, and bordetella virus as recommended by their veterinarian.

Client states that the dog(s) is under the routine care of a licensed veterinarian and has been declared medically healthy by veterinarian to participate in training.

Client understands and agrees that it is critical for him or her to cooperate fully in completing all training sessions scheduled for each program. Client understands and agrees that his or her dog(s) may not perform to the level of demonstration dog after completion of the training schedule. Client is responsible for maintaining his or her dog training practices at home, pursuant to our instruction.

Client understands and agrees that interruptions in the training schedule may have an adverse effect upon the performance level of the dog(s) upon completion of the schedule. Client understands and agrees that if Client interrupts or delays the training schedule for any reason, or if the dog becomes ill, we reserve the right to halt the training program. When the issue causing the delay is resolved, the dog training may be continued. If the interruption in training is due to illness of the dog, training will be resumed only after a veterinarian certifies that the dog's health will permit resumption of training.

**NO GUARANTEES.** Client understands and agrees that not all dogs are trainable to the same extent, and that the ability to train a dog to an acceptable level of performance may be affected by factors beyond the control of the Company. Such factors may include, but are not limited to, age, previous conditioning, breeding, physical and psychological health, individual temperament, length of training schedule, and Client involvement.

Client understands that he or she and members of Client's household must follow the Company's instructions without modification, work with dog daily as recommended, and constantly reinforce training being given to Dog. The Company shall not be held responsible for poor dog training performance due to limitations beyond our control.

**RELATIONSHIP AND RESPONSIBILITIES.** It is expressly understood that the Client retains the Services of the Company as an independent contractor and not as an employee. Each party shall be responsible for its own insurance and all statutory declarations and payments with regard to income tax where applicable. The Company will provide proof of insurance coverage if requested.

Nothing in this Agreement creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between the parties. Neither party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.

**TERM.** Either party may terminate this Agreement with a minimum of 24 (twenty four) hours notice prior to the scheduled visit without incurring penalties or damages. Cancellation by the Client of scheduled training sessions with less than 24 hrs notice will be charged at the full rate. If a specific employee of the Company cannot perform the Services at a scheduled date or time, then the Company may assign a substitute employee. A lessons and services must be used one-year from the date of purchase.

Should any dog become aggressive or dangerous, we may terminate this Agreement with immediate effect. Any wrongful or misleading information in the Client's Information or Pet Information sheets may constitute a breach of terms of this Agreement and be grounds for instant termination thereof. Termination under the circumstances described above shall not entitle the Client to any refunds or relief of any outstanding payments due.

**LIABILITY.** The Client understands and accepts the inherent risks of owning a dog, including but not limited to the risk of dog bites. The Company is not responsible for any unintentional errors, omissions, or incorrect assertions. The Client is responsible for the actions of his or her dog(s) at all times and hereby agrees to indemnify and hold harmless the Company and its representatives of any and all claims of injury, expense, costs, or damages caused by the actions of the Client's dog(s) while under the care, instruction or control of the Company's representatives.

The Company carries liability insurance for the Services we provide. The Company accepts no liability for any breach of security or loss of or damage to the Client's property. The Company shall not be liable for any mishap of whatsoever nature which may befall the dog(s) or be caused by the dog(s). The Client shall be liable for all medical expenses and damages resulting from an injury to the Company caused by the dog(s), as well as damage to the Client's or other persons' pets or property. The Company is released from all liability related to transporting dog(s) to and from any veterinary clinic or kennel, the medical treatment of the dog(s) and the expense thereof.

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF USE, REVENUE OR PROFIT, BUSINESS INTERRUPTION, AND LOSS OF INFORMATION), WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**INDEMNIFICATION.** The parties agree to indemnify and hold harmless each other as well as respective employees, successors and assigns from any and all claims arising from either party's willful or negligent conduct.

**EMERGENCIES.** The Client authorizes the Company and its representatives to administer and seek first aid and resuscitative care for his or her dog(s) as determined appropriate. The Client hereby agrees to indemnify and hold harmless the Company and its representatives for any and all results thereof.

In the event of an emergency, the Company shall contact the Client at the numbers provided to confirm the Client's choice of action. If the Client cannot be reached, the Company is authorized to either:

- a. transport the dog(s) to the listed veterinarian,
- b. request on-site treatment from a veterinarian, or
- c. transport the dog(s) to an emergency clinic if the previous two options are not feasible.

The Client hereby authorizes emergency medical care to be provided for the Client's dog(s) by: the designated veterinarian on the Company's intake form or an appropriate alternate to be determined by the Company's representatives, if the regular veterinarian is not available, or that closer care is required. The Client shall be responsible for any and all veterinary costs and agrees to reimburse the Company for any charges related to emergency care.

**NO OTHER REPRESENTATIONS OR WARRANTIES; NON-RELIANCE.** EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT, NEITHER PARTY TO THIS AGREEMENT, NOR ANY OTHER PERSON ON SUCH PARTY'S BEHALF, HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, EITHER ORAL OR WRITTEN, WHETHER ARISING BY LAW, OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

**DISPUTE RESOLUTION.** Unless otherwise provided in this Agreement, any claim or controversy arising out of or relating to this Agreement or its breach shall, upon either Contractor's or Company's request, be submitted first to mediation within thirty (30) days-notice. The parties will mutually agree on an acceptable third-party mediator. If mediation is unsuccessful, then the matter will be settled by a sole arbitrator in Colorado, in accordance with the rules of the American Arbitration Association, or any other form of arbitration we agree is mutually acceptable. The arbitrator's decision shall be rendered within sixty (60) days of submission to arbitration and shall be binding and conclusive on all parties involved; and judgment upon that decision may be entered in the highest court of any forum, federal or state, having jurisdiction. The costs of arbitration shall be split equally among the parties. The Company shall be entitled to recover reasonable attorneys' fees and costs in conjunction with any successful action brought to enforce or interpret this Agreement.

#### **MISCELLANEOUS.**

Entire Agreement. This Agreement includes the related attached schedules and constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein. This Agreement supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

Media Release. Client consents to the use of photograph(s) and/or video(s) of the dog(s) taken during training sessions for educational and promotional purposes in any type of media including but not limited to Facebook, our website, and Company marketing without any payment to you.

Confidentiality. The Company will not sell your information to a third party. Any confidential information delivered by either party to the other shall be used only to for the purposes to carry out the purposes of this Agreement. We may contact you from time to time with special offers, etc. You may opt out of these communications at any time.

Compliance with Laws. The Company shall at all times comply with all applicable federal, state, and local laws, ordinances, regulations, and orders that are applicable to this Agreement and its performance hereunder, except to the extent that failure to comply would not, in the aggregate, have a material adverse effect on its ability to comply with its obligations under this Agreement.

Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth in this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or e-mail (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid).

Severability. It is expressly agreed by both the Company and the Client that the various covenants of this Agreement are reasonable in content and scope, but if a court of competent jurisdiction should determine that any part of this Agreement is not fully enforceable, then the unenforceable portion is to be severed from the main Agreement and the remainder is to be enforced to the full extent of applicable law.

Amendment and Modification. No amendment to or modification of or rescission, termination, or discharge of this Agreement is effective unless it is in writing and signed by each party.

Waiver. The failure of either party in any one or more instances to insist upon strict performance of any of the terms and provisions of this Agreement shall not be construed as a waiver of the right to assert any such terms and provisions on any future occasion or of damages caused thereby.

Assignment. Neither party may assign, transfer, or delegate any or all of its rights or obligations under this Agreement, without the prior written consent of the other party.

No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

Choice of Law. This Agreement and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Colorado, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Colorado.

The Waggly Dog, LLC

\_\_\_\_\_

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

Client

\_\_\_\_\_

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