

## Puppy Day School Agreement

You (“Client” or “you”) agree and acknowledge that you are entering into this Puppy Day School Agreement (the “Agreement”) with Rocky Mountain Dog Training, LLC for training your puppy. By entering this Agreement, which may be acknowledged by paying the fees online for such training, you agree to the following terms and conditions:

### **Training Fees:**

You agree to pay Rocky Mountain Dog Training, LLC a nonrefundable fee for services, except as stated herein, to be paid online at the time this Agreement is entered into.

All Puppy Day School sessions must be completed within **6 weeks** from the date of commencement of this Agreement unless Puppy Day School is unable to operate for any reason, including reasons associated with COVID-19, in which case one of the following will apply:

- For dogs who are under the age of 21 weeks when Puppy Day School reopens, the sessions will be rescheduled.
- For dogs who turn 21 weeks old prior to when Puppy Day School reopens, the remaining balance will be returned to you.

All Puppy Day School sessions must be completed on the days agreed to at registration.

All Transfer of Knowledge sessions must be completed within **12 weeks** of the commencement of this Agreement. If Puppy Day School is unable to operate for any reason, including reasons associated with COVID-19, all Transfer of Knowledge sessions will be done virtually.

There are no refunds for any reason once this Agreement has been entered into except as stated above. If Puppy Day School is unable to operate due to any reason associated with COVID-19, you agree and acknowledge that Rocky Mountain Dog Training, LLC’s only obligation will reschedule any days that are missed unless your dog is too old for the program when the School is able to open, in which case you will receive a pro-rated refund based on the number of days your dog participated in the School.

Payment is forfeited for cancellations and no-shows. Private Transfer of Knowledge sessions that accompany the Ultimate Puppy Day School Program are scheduled Monday - Thursday, from 1:15pm-3:00pm. Seventy-two hours’ notice is required for rescheduling of these lessons. Lessons cancelled within 72 hours will be forfeited.

You are responsible for payment of all monies due, whether or not you choose to complete any or all lessons.

Rocky Mountain Dog Training, LLC reserves the right to terminate additional services to you without refund at our discretion for the following reasons:

- You are threatening or violent to our staff, clients, or their own family members or guests.
- You fail to pick up and properly dispose of pet waste and dispose of in and around the training center.
- You are threatening or violent to their dog or other client's dogs.
- You endanger any dog, animal, or human.
- You use physical force as punishment with any animal or person.
- You use choke chains, pinch collars, any form of shock equipment.
- You fail to maintain appropriate social distancing of at least 6 feet, which may be increased if deemed necessary by any staff member.
- You fail to wear a mask when required in the facility or during any contact with Rocky Mountain Dog Training, LLC's staff.

Rocky Mountain Dog Training, LLC may use photographs or video footage of your dog in web and print content, including, but not limited to, Facebook, Rocky Mountain Dog Training, LLC's website, and other marketing materials.

You understand that if you are late picking up your dog, outside the designated pick up window noted on the website, you will incur a late pick-up fee. You will be charged an additional \$30 for being 1-30 minutes late, \$100 for being 31 minutes late or longer and per hour following. This helps us keep programs cost low.

You understand that you need to bring at least 2 full cups of treats every morning along with a frozen KONG filled with a puppy-safe filling of your choosing for your puppy. Treats should be varied (at least 4 types of treat) and cut into pea size pieces. If you forget or fail to bring both the treats and/or the KONG at drop-off, you will be charged a \$15 supply fee for that day.

You understand that should your dog become seriously ill or injured, or be suspected of having an infectious disease, your dog will be immediately separated from other susceptible animals and/or moved to a veterinary facility for timely care or until the condition is determined to be non-infectious. Rocky Mountain Dog Training, LLC will first attempt to contact you, followed by attempts to contact the emergency contact person designated. Contact with the your designated veterinarian may also be made. If circumstances are deemed such that immediate medical treatment is necessary, Rocky Mountain Dog Training, LLC retains sole discretion in determining the need for emergency treatment at veterinary facility without liability. Should an animal die while in the Puppy Day School program, remains will be stored at a veterinary facility.

You understand and agree that in admitting your dog to Rocky Mountain Dog Training, LLC that our trainers will first use owner-supplied food, and additionally may incorporate use of products that are not labeled for dogs to aid in training. Products may include, but are not limited to, boiled chicken, boiled beef, sardines, natural peanut butter, baby food,

sliced hot dogs, and cheese. Please inform us of any food allergies prior to the first session.

You recognize that dogs in the Puppy Day School programs are commingled for socialization and training purposes. There are inherent risks of illness or injury when dealing with animals. Such risks include, but are not limited to, nicks, cuts, sore paws and scrapes due to the nature of the way dogs play. In addition, while Rocky Mountain Dog Training, LLC requires all dogs to have vaccines, dogs may be in contact with other dogs that have Bordetella and/or CPV.

You understand that crates are utilized while teaching crate training, during breaks, and at check-in and check-out.

You understand that dogs can only be released to those individuals designated by you on the Registration Form.

You understand and agree to provide all current immunization records to Rocky Mountain Dog Training, LLC prior to or at arrival. Rocky Mountain Dog Training, LLC requires age-appropriate vaccinations for Distemper, Parvovirus, and, after the dog is 16 weeks of age, Rabies vaccination. Immunizations cannot lapse. We are required by law to retain these records and cannot allow dogs on the premises without current immunization records.

You understand that not all dogs are suitable for Puppy Day School and as their advocates while here at this program, Rocky Mountain Dog Training, LLC's goal is maintaining a safe and fun learning & socialization environment. At Trainer's sole discretion, if it is determined that Rocky Mountain Dog Training, LLC's Puppy Day School is not an appropriate fit for your puppy for reasons, Rocky Mountain Dog Training, LLC reserves the right to terminate contract and refund you for any unused days. Some reasons may include, but are not limited to, your dog is exhibiting dangerous behaviors or your dog is displaying repeated signs of stress in the environment such as fear, anxiety, extreme vocalizations.

Rocky Mountain Dog Training, LLC agrees to provide dog training and socialization services within the Puppy Day School program with the goal being to teach the dog basic manners, appropriate social skills, and life skills, and provide you with transfer of skills. These lessons will take place at Rocky Mountain Dog Training, LLC. Rocky Mountain Dog Training, LLC will make every reasonable effort to help you achieve training goals but makes no guarantee of dog's performance or behavior as a result of providing professional animal training services. You understand that you and members of your household must follow Rocky Mountain Dog Training LLC's instructions without modification, work with the dog daily as recommended, and consistently reinforce the training being given to dog.

If your dog causes property damage, or bites or injures any dog, animal or person (including but not limited to Rocky Mountain Dog Training LLC's trainers and agents), during or after the term of this Agreement, then you agree to pay all resulting losses and

damages suffered or incurred by Rocky Mountain Dog Training LLC and its agents and to defend and indemnify Rocky Mountain Dog Training LLC and its agents from any resulting claims, demands, lawsuits, losses, costs or expenses, including attorney fees. If your dog is injured in a fight or in any other manner during or after the term of the Agreement, you assume the risk and agree that Rocky Mountain Dog Training, LLC should not be held responsible for any resulting injuries, losses, damages, costs or expenses.

At Rocky Mountain Dog Training LLC's sole election, Rocky Mountain Dog Training LLC's duties hereunder shall terminate if (a) in Rocky Mountain Dog Training, LLC's sole judgment your dog is dangerous or vicious to Rocky Mountain Dog Training, LLC's trainers or any other person or animal, or you or your dog interferes with the training of other dogs, or (b) you breach any term or condition of this Agreement. Upon termination in accordance with the foregoing, Rocky Mountain Dog Training, LLC's duties shall terminate but all other provisions of this Agreement shall continue in full force and effect.

You agree to the following:

- This Agreement is binding upon you, your spouse, your children, and all other individuals that accompany you to any training session.
- This Agreement supersedes all prior discussions, representations, warranties and agreements of all parties, and expresses the entire agreement between you and Rocky Mountain Dog Training, LLC regarding the matters described above.
- The Parties confirm that, except for that which is specifically written in this Agreement, no promises, representations or oral understandings have been made with regard to your dog or anything else.
- Without limiting the generality of the foregoing, you acknowledge that Rocky Mountain Dog Training, LLC has not represented, promised, guaranteed or warranted that your dog will never bite, that your dog will not be dangerous or vicious in the future, that your dog will not exhibit other behavioral problems, or that the results of training will last for any particular amount of time.
- This Agreement may be amended only by a written instrument signed by both you and Rocky Mountain Dog Training, LLC.
- The Parties agree to the jurisdiction of courts located in Broomfield County, Colorado and that the laws of Colorado without regard to any conflict of laws statutes will apply.
- In the event of a breach under this Agreement, the breaching Party shall reimburse the non-breaching Party for costs and expenses reasonably incurred by the non-defaulting Party in connection with the breach, including without limitation, attorney's fees, in an amount decided by the arbitrator with the exception of disputes for non-payment which will result in all costs incurred to collect the non-payment of any nature be awarded to us.

- Any remedy provided in this Agreement is in addition to any and all other remedies provided by law or equity.
- If any provision of this Agreement is invalid, void or unenforceable, that provision will be severed and the remaining provisions shall be given full force and effect.

You agree and acknowledge that you may not be allowed to enter Rocky Mountain Dog Training, LLC's training facility for any reason due to Covid-19. If car pickup and drop off is required, you agree and acknowledge that you will be required to tie-up/un-tie your dog, wear a mask, and maintain social distance of at least 8 feet, which may be increased by Rocky Mountain Dog Training, LLC at any time from all staff members during the pickup/drop off procedure.

You agree and acknowledge that you may not bring your dog to Puppy Day School if any of the following conditions exist:

- you or anyone in your household has been diagnosed with Covid-19 and have not been found to be cleared of the virus;
- you or anyone in your household has been exposed to Covid-19 within the last fourteen days;
- you or anyone in your household has been out of the country or to any location inside the United States considered a Covid-19 hot spot in the last fourteen days; or
- you or anyone in your household show signs of having Covid-19.

You agree and acknowledge that if you are going to access Rocky Mountain Dog Training, LLC's facility, you may be subject to health screening, including a temperature check, to enter the facility.

You agree and acknowledge that Rocky Mountain Dog Training, LLC may refuse entrance or, if entrance has already happened, require you to leave if you show signs of sickness.

You agree and acknowledge you must wear a mask while you are in Rocky Mountain Dog Training, LLC's facility when required by Rocky Mountain Dog Training, LLC or when you are having any contact with a staff member of Rocky Mountain Dog Training, LLC, including outside the facility when required by Rocky Mountain Dog Training, LLC. Rocky Mountain Dog Training, LLC may require a mask even if not mandated by local or state officials.

You agree and acknowledge that Rocky Mountain Dog Training, LLC may require additional procedures be put into place due to Covid-19 to ensure that Rocky Mountain Dog Training, LLC can keep both staff members and other clients safe.

You agree and acknowledge that, despite these reasonable precautions, there is still a risk of disease transmission and agrees to indemnify and hold harmless Rocky Mountain Dog Training, LLC, its directors, officers, members, managers, employees, agents, sponsors, organizers, volunteers and other representatives, from any and all claims of disease transmission, injury or illness (including death), loss, cost, expenses, or damage to persons, dogs, or property caused by COVID-19 to you, your dog, and any other persons accompanying you, including any minor children, during the course of training or related activities, as well as by the conduct of your or your dog under your own care as a result of following training instructions. This provision applies whether the claims are made by you, members of your family, or your accompanying guests.

You agree and acknowledge that by initialing the website and making payment for Puppy Dog School, you agree to the terms and conditions stated in this Agreement.