

Mannered Mutts Board & Train Contract

This Agreement between Owner (hereinafter referred to as "Client") and Jillian Rich acting as agent for Mannered Mutts Training (hereinafter referred to as "Trainer") pertains to the following:

Training Fees:

Client agrees to pay Trainer the nonrefundable fee in the amount corresponding with the number of days of training while boarded. 50% of the fee is in the form of a nonrefundable deposit to reserve the booking of a package. Remaining 50% is due upon drop-off on the first day of training.

Travel Fees:

If client wishes for trainer to meet them at their home outside of Mannered Mutts Training's Service area--within 5 miles of 4001 E 3rd Street Bloomington, IN 47401-- the service fee will be modified to a higher rate distance to account for additional travel time as follows:

i. Distance rounded to nearest whole mile. \$25 for 5-9 miles, \$35 for 10-15 miles, and anything beyond 15 miles will be assessed on a case by case basis according to the drive time.

Bounced Check Fee:

If a check bounces, the fee and original amount due is to be reimbursed to Mannered Mutts Training, LLC immediately in the form of cash or card.

Sunday Special Handling Fee: *For dogs who need a trainer to come in to do their enrichments on Sundays, a \$30 fee will be applied for each Sunday of the dog's stay.*

Daycare Fee: *Boarding is a 24 hour period where your dog boards with us overnight. Our boarding is priced per night. Day care service of \$50 is charged for pets dropped off in the morning window and picked up in the evening window.*

Peak Rate Calendar Fee: *Mannered Mutts Training peak rates are applicable to all board & train reservations and boarding reservations. \$15 peak rate is applied per day of your reservation that falls within the dates included in our peak rate calendar. The fee is applied to each dog's reservation. Peak Rates Include: IU & MCCSC Spring Breaks, Memorial Day Weekend, 4th of July Weekend, Labor Day Weekend, IU & MCCSC Fall Breaks, Thanksgiving Break, Christmas/New Years Break.*

Cancellation, Refunds, and No Show Policy:

No refunds of any kind will be issued by Trainer for cancellations of pre-scheduled Day Training program days or lessons. No shows are subject to cancellation of training and non-refunding of training.

Drop-off/Pick-up:

Monday thru Friday, drop-off and pick-up will be between 7:30 AM and 7PM. Saturday and Sunday, drop-off and pick-up will be between 8AM and 7PM at 4001 E 3rd Street, Bloomington, IN 47401.

Late Pick-Up Policy:

If for any reason Dog is not going to be picked by 7 PM Monday through Sunday, a late pick-up fee will be incurred by Client payable on pick-up. There will be a 5 minute grace period. A \$10 late fee is due for pickups on or after 7:05 pm Monday-Sunday. If Dog is unable to be picked up and must board overnight, an additional boarding fee of \$60 per night will be incurred by Client payable upon pickup. If a Client is unable to be reached, Dog will automatically be boarded overnight starting at 7:30 pm Monday-Sunday. Trainer reserves the right to grant exceptions to this policy for extenuating circumstances.

Failure to Pick-up:

Client agrees that in the event Dog is not picked up in accordance with this agreement, Trainer may exercise its lawful rights upon ten days by sending written notice via first-class mail to Client's Address. If Dog is unclaimed for ten days beyond a scheduled pick-up date, it is considered abandoned and will become the property of Trainer. Every effort will be made to contact Client if abandonment becomes an issue.

Services:

Trainer agrees to train Dog multiple times daily for the duration of the boarding, with the exception of Sundays. Trainer will make every reasonable effort to help Client achieve training and behavior modification goals but makes no guarantee of Dog's performance or behavior as a result of providing professional animal behavior consultation. Included with these services is a one hour long lesson per week of training purchased. Client understands that upon taking Dog home, they and members of the household must follow Trainer's instructions without modification, work with Dog daily as recommended, and constantly reinforce training being given to Dog.

Re-evaluation:

At the conclusion of the training program, Client and Trainer will re-evaluate Dog and identify whether Dog has met their training goals. If Dog has not met some goals, Client and Trainer will discuss whether these goals can be achieved by Dog with additional training and will consider additional training. All Dogs move at their own pace and sometimes this can require lengthening or adjusting the training process.

Expectations:

It may not be possible in some cases to achieve all goals. For example, a Dog may have a medical condition that prevents Dog from being reliably housebroken, or Dog's temperament may be aggressive by nature and always require a certain level of management. Trainer will

notify Client if any areas are identified where goals need to be modified. In most cases, however, all goals should be achievable given appropriate time and Client's compliance with homework.

Maintenance of Goals:

Client recognizes that this training will result in Dog obeying Trainer, and that this will not necessarily train Dog to obey the owner. In order for Dog to obey the owner, the following must occur:

- The owner must understand the basic principles of training (covered in the lessons).*
- The owner must apply the basic principles of training.*
- The owner must not interact with Dog in a way that rewards bad behavior and/or punishes good behavior.*
- The owner must regularly train Dog to maintain the level of training achieved.*
- The owner must not give commands that they are not ready to reinforce if Dog does not Perform.*

Veterinary Care:

If Dog requires non-emergency veterinary care during the training period, Trainer will make a reasonable attempt to contact Client so Client can obtain veterinary care for Dog. If Client can not be reached or is unable to tend to Dog's need for veterinary care, or in the case of an emergency, Trainer will arrange on behalf of Client for veterinary care to which Client consents as set forth below. All veterinary fees are the responsibility of Client. If convenient, Trainer will take Dog to Dog's regular veterinarian, but Trainer reserves the right to take Dog to a veterinarian selected by Trainer, using reasonable care in the selection of a veterinarian. Trainer will take all reasonable and necessary precautions during the training process to avoid injury. However, sometimes an illness or condition that was not diagnosed or discovered previously may present during the training period. When this happens, we need to be able to get the emergency care needed. Client hereby consents to the following veterinary care for Dog and gives Trainer authority to consent to such a treatment as the agent of Client:

- i. In the event that Trainer can not reach Client or Client can not get to their Dog, Trainer will be allowed to make decisions regarding emergency care reasonably required to save Dog's life, to preserve the use of organs or limbs, or to alleviate severe pain.*
- ii. In the event that Trainer can not reach the owners, Trainer will be allowed to make decisions regarding emergency euthanasia, only if (a) recommended by the veterinarian, (b) the owner cannot be reached after reasonable attempts, (c) treatment is not likely to be successful, and (d) Dog may be suffering or the expense of continued treatment may be unreasonable in light of the likely outcome.*
- iii. If a not serious but contagious (and hindering training) illness is detected, Dog may need to go back to the owner's home for recovery. After that, Dog can return with a new start date to*

Mannered Mutts Training, LLC. Trainer may agree to have Dog recover here, and will discuss with Client if that occurs.

iv. Client must arrange all other veterinary care, when possible. Trainer's time and transportation expenses must also be reimbursed. If the medical condition or emergency is not due to negligence on the part of Trainer, Client will cover all and any veterinary expenses involved in treatment, medications, hospitalization, and so on.

v. Failure to disclose any known medical issues with Dog that prevent the delivery of services or place an undue burden on Trainer may result in contract termination and forfeiture of nonrefundable fees.

Vaccinations:

Client agrees to provide Dog's current vaccination records to be permitted to begin boarding. Trainer requires Dog(s) be up-to-date on Rabies, Bordetella, Distemper, and Leptospirosis vaccines.

**Exceptions may be made at the sole discretion of Trainer in the rare instance that a Dog has an extremely adverse reaction to a vaccine or a medical condition that prevents them from receiving it. In these rare cases, Trainer will require a letter from Veterinarian recommending against Dog receiving the vaccine. In all situations rabies vaccine will be required as it is required by law in the state of Indiana for animals over 12 weeks old.*

Flea & Tick Preventatives:

Prior to beginning training with us, it is required that Dog is on a monthly prescription flea & tick preventative or Seresto collar. In order to protect the other dogs training with us, we will not accept Dog if they come into our facility with fleas. If we do find that Dog has fleas after being dropped off, the owner will be asked to come pick them up immediately and Mannered Mutts Training will not be liable. Dog will not be allowed back until they are completely free of fleas. If our flea & tick policy is not followed, we will not reschedule the client's training program. Instead, the time missed will be taken out of Dog's scheduled training and no refund will be issued.

Photo/Video:

Client grants permission to Mannered Mutts Training, its agents, and employees the irrevocable and unrestricted right to reproduce the photographs and/or video images taken during any lesson or session for the purpose of publication, promotion, illustration, or advertising, in any manner or in any medium. Client releases Mannered Mutts Training and its legal representatives for all claims and liability relating to said images or video. Client waives their right to any compensation for the usage of said images or video.

Harassment:

Client agrees that Mannered Mutts Training's agents and employees each have the right to conduct themselves in a work environment free of harassment and sexual misconduct. Client

agrees to not harass or commit sexual misconduct towards any agents or employees of Mannered Mutts Training.

Liability:

If Dog causes property damage, or bites or injures any Dog, animal or person (including but not limited to Trainer and Trainer's agents), during or after the term of this Agreement, then Client agrees to pay all resulting losses and damages suffered or incurred, and to defend and indemnify Trainer and Trainer's agents from any resulting claims, demands, lawsuits, losses, costs or expenses, including attorney fees. Trainer will make all reasonable efforts to ensure the safety and protection of Dog. If Dog is injured in a fight or in any other manner during or after the term of the Agreement, Client assumes the risk and agrees that Trainer should not be held responsible for any resulting injuries, losses, damages, costs or expenses.

Renewal of Services:

The terms of this agreement shall apply to future services in the event Client books additional services of the same kind and cost per unit of time that are covered within this agreement.

At Trainer's sole election, Trainer's duties hereunder shall terminate if (a) in Trainer's sole judgment Dog is dangerous or vicious to Trainer or any other person or animal, or interferes with the training of other Dogs, or (B) Client breaches any term or condition of this Agreement. Upon termination in accordance with the foregoing, Trainer's duties shall terminate but all other provisions of this Agreement shall continue in full force and effect.

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana. Each party consents to the exclusive personal jurisdiction of the state and federal courts of the State of Indiana. Client and Trainer must negotiate and mediate in good faith prior to either party filing a cause of action.

Neither Client nor Trainer shall be responsible for failure or delay in performing its duties under this Agreement if such failure or delay is due to tornados, thunderstorms, fire, floods, drought, riot, or war.

This Agreement is binding upon Client, spouse of Client, and children of Client. This Agreement supersedes all prior discussions, representations, warranties and agreements of the parties, and expresses the entire agreement between Client and Trainer 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 Dog or anything else. Without limiting the generality of the foregoing, Client acknowledges that Trainer has not represented, promised, guaranteed or warranted that Dog will never bite, that Dog will not be dangerous or vicious in the future, that Dog will not exhibit other behavioral problems, or that the results of the training will last for any particular amount of time.

Client Signature

Date