

DOG TRAINING AGREEMENT

AGREEMENT dated and effective as of _____, 2021, including the terms and conditions, (“*Agreement*”), by and between KOBY’S KIND DOG TRAINING, LLC, a Delaware limited liability company with a mailing address of 28 St. Roch Ave, Greenwich, CT 06830 (“*KKDT*”) and _____ (“*Client*”) with a mailing address of _____.

WHEREAS, KKDT is an experienced dog trainer and Client has a dog who it wishes to provide training, pursuant to the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Client and KKDT (individually a “*Party*” and together the “*Parties*”) hereto agree as follows:

- 17. **Client’s Dog:**
Name: _____ Breed: _____
Age: _____ Color: _____
(hereinafter referred to as “*Dog*”)
- 18. **Services.** KKDT agrees to provide private lessons for Client and Dog on a lesson-by-lesson basis, the goal of which is to teach Client how to train and work with Dog (collectively, the “*Services*” as more specifically outlined on Schedule A attached hereto). KKDT will make reasonable efforts to help Client achieve training and behavior modification goals. As with any animal training, there is no guarantee of Dog’s performance or behavior as a result of the Services.
- 19. **Client Commitment.** Client agrees and understands that he/she, and members of Client’s household, must follow Trainer’s instructions without modification, work with Dog daily as recommended, and continually reinforce training.
- 20. **Representations.** Client represents and warrants that Dog is (i) physically fit, (ii) in good health, (iii) free of fleas, parasites and infectious diseases, and (iv) has never exhibited aggressive or dangerous behavior. Client agrees to provide KKDT with written proof of vaccines prior to participating in Services.
- 21. **Compensation.** For Services, Client shall pay KKDT the sum of \$_____ per session (“*Fee*”) payable at the end of each session. Client may also purchase a group of Services (a “package”) for the sum detailed on Schedule A.
- 22. **Punctuality and Cancellation Policy.** Client agrees to provide KKDT at least 2 days written notice (email and/or text) if s/he wishes to reschedule or cancel a session. Client agrees that if s/he fails to give at least 2 days written notice, or is not present at time of scheduled appointment, session fees are still due and, if a using a Services package, the session will be counted against the package. If Client is late for a session, KKDT will use whatever time remains in the session to provide Services. There is no right or guarantee to extend the session time to make up for lost time due to tardiness.
- 23. **Photo Release.** Client grants to KKDT, and/or its representatives and employees, the right to take photographs of Client and/or Dog, and to copyright, use and publish the same in print and/or electronically. Client agrees that KKDT may use such photographs of Client and/or Dog with or without Client’s name and for any lawful purpose, including, for example, such purposes as publicity, illustration, advertising, and web content.
- 24. **Termination.** This Agreement shall commence as of the date first stated above, and either party may terminate this Agreement upon giving the other party ten (10) days written notice (email suffices). KKDT may terminate this Agreement immediately if the Client materially breaches this Agreement, including non-payment, or Dog expresses dangerous behavior.

Additional relevant terms of this Agreement are set forth on the attached “Terms and Conditions” which are an integral part of the Agreement.

IN WITNESS WHEREOF, this _____ day of _____, 2021.

KOBY'S KIND DOG TRAINING, LLC
Koby Stern, Manager

Client Name:

EXHIBIT A: SERVICES

Terms and Conditions

The following sets forth the terms and conditions under which KOBYS KIND DOG TRAINING, LLC, (“**KKDT**” or “**We**” or “**Us**”) has agreed to:

11. **Efforts and Advice.** KKDT will employ its best efforts to provide Services, however We cannot guarantee all your training goals will be completely attained, nor guarantee a specific result. Either at the commencement or during the course of the Services, KKDT may express opinions or beliefs concerning Dog training and the results that may be anticipated. Any such statement is an expression of opinion only, based on information available to Us at the time, and should not be construed as a promise or guarantee.
12. **Indemnification.** Client, and all affiliates or related parties anywhere in the world, hereby agree to hold harmless, indemnify, and defend KKDT and its affiliates, members, managers, directors, officers, employees, agents and consultants to the fullest extent permitted by law, from and against any and all losses, claims, damages, liabilities, obligations, penalties, judgments, awards, costs, expenses and disbursements including, without limitation, the costs, expenses and disbursements, as and when incurred, of investigating, preparing or defending any such action, suit, proceeding or investigation, directly or indirectly, caused by, relating to, based upon, arising out of or in connection with: (i) any untrue statement or alleged untrue statement of a material fact contained in, this Agreement, (ii) Client’s breach of this Agreement, (iii) or Dog’s behaviors or actions.
13. **Fees.** This section explains KKDT’s policies regarding work and fees, and unless modified in writing by both of us, are an integral part of our agreement. We usually charge a set rate per session. We also offer session “packages” in which for a set Fee the Client will get a specific number of sessions. For any Services that are more specific, We would provide a written quote. KKDT reserves the right to postpone or defer providing additional Services, or to discontinue Services, if billed amounts are not paid when due. In the event of any dispute between KKDT and Client, including, without limitation, the collection of fees, and if KKDT is the prevailing party, Client will be obligated to reimburse Us for our reasonable attorneys’ fees, costs and other charges in such action. Invoices will be sent to Client on a periodic basis, typically weekly. If you have any questions concerning your statement, please bring your questions to our attention within 5 days of the invoice.
14. **Notice.** Notice or payments given by one party to the other hereunder shall be in writing and deemed to have been properly given or paid if deposited with the Postal Service, registered or certified mail, or sent by another reputable carrier with delivery confirmation, or sent by email or fax with delivery confirmation, addressed as follows:

Client:

KKDT: 28 St. Roch Ave. Greenwich CT. 06830
 KobysKind DT@Gmail.com
15. **Assignment.** This Agreement may not be assigned without prior notice and written consent of both Parties; including that Client cannot substitute animals for training nor transfer Services to another party without KKDT advance written consent.
16. **Severability; Reformation.** In case any one or more of the provisions or parts of a provision contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement; and this Agreement shall, to the fullest extent lawful, be reformed and construed as if such invalid or illegal or unenforceable provision, or part of a provision, had never been contained herein, and such provision or part reformed so that it would be valid, legal and enforceable to the maximum extent possible. Without limiting the foregoing, if any provision (or part of provision) contained in this Agreement shall for any reason be held to be excessively broad as to duration, activity or subject, it shall be construed

by limiting and reducing it, so as to be enforceable to the fullest extent compatible with then existing applicable law.

17. **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, successors, representatives, entities, partners, members, and assigns of the Parties, as the case may be.
18. **Governing Law and Dispute Resolution.** For efficiency and cost minimization, it is agreed that any dispute among the Parties arising in connection with this Agreement, or the subject matters hereof and thereof, or any other matter (including the scope of this agreement to arbitrate) shall be subject to the laws of Connecticut submitted to and settled by binding arbitration in Stamford, CT before a single arbitrator in accordance with the then rules and regulations of JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. The arbitration shall be conducted and the award shall be rendered in Stamford, CT or such other place as the parties to the arbitration agree. The expenses of arbitration Agreement (including fees and expenses of counsel) shall be borne in proportion to the arbitration award, including any costs and legal fees incurred in litigation or similar process on any matter that is ultimately determined to be within the scope of this arbitration provision. Judgment upon the award may be entered in any court of competent jurisdiction. This agreement does not foreclose the parties' attempting to resolve a dispute at any time through voluntary mediation. The Parties hereby agree that service of all process in any such proceeding may be made by registered or certified mail, return receipt requested, to the Parties at its address set forth in Section 14 of this Agreement, such service being hereby acknowledged by to be sufficient for personal jurisdiction in any action against the Parties in any such venue and to be otherwise effective and binding service in every respect.

THE CUMULATIVE LIABILITY OF KKDT FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT OR THE BUSINESS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE TOTAL OF AMOUNTS PAID TO CLIENT BY KKDT WITHIN THE THREE (3) MONTHS PRECEDING SUCH CLAIM OR THE SPECIFIC SERVICES AT ISSUE, WHICHEVER IS LESS. IN NO EVENT SHALL KKDT BE LIABLE TO CLIENT OR ITS AFFILIATES, ITS CUSTOMERS OR ANY OTHER THIRD PARTY FOR ANY INCIDENTAL, INDIRECT SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOSSES, COSTS OR EXPENSES OF ANY KIND, HOWEVER CAUSED AND WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY AND INCLUDING DAMAGES FOR INTERRUPTION OF BUSINESS, PROCUREMENT OF SUBSTITUTE GOODS, LOST PROFITS, OR THE LIKE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, COSTS OR EXPENSES. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE BEEN DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE INVALID, VOID OR UNENFORCEABLE. THE LIMITED WARRANTY, LIMITED REMEDIES, WARRANTY DISCLAIMER AND LIMITED LIABILITY ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN CLIENT AND KKDT AND NEITHER PARTY WOULD PROVIDE OR ACCEPT THE BUSINESS WITHOUT SUCH LIMITATIONS AND EXCLUSIONS.

19. **Jointly Drafted.** The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.
20. **Miscellaneous.**
 - a. This Agreement and the Schedules annexed hereto, embody and constitute the entire understanding between the Parties with respect to the transaction contemplated herein, and all prior agreements, understandings, representations and statements, oral or written, are merged into this Agreement.

- b. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument signed by the Party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.
- c. The captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.
- d. Nothing herein shall create or establish any third-party beneficiary hereto nor confer upon any person or entity not a party to this Agreement any rights or remedies of any nature or kind whatsoever under or by reason of this Agreement.
- e. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- f. This Agreement shall not be binding or effective until properly executed and delivered by both KKDT and Client.
- g. As used in this Agreement, the masculine shall include the feminine and neuter, the singular shall include the plural and the plural shall include the singular, as the context may require.
- h. This Agreement may be executed in one or more counterparts, each of which shall, when executed, be deemed to be an original and all of which when taken together shall constitute one and the same agreement, and shall become effective when one or more counterparts have been executed by each of the parties hereto and delivered to each of the other parties hereto. Emailed, faxed, scanned, or similarly digitally reproduced signatures shall be considered as effective as original signatures.
- i. The failure of either Party at any time or times, to demand strict performance by the other of any of the terms, covenants or conditions set forth herein shall not be construed as a continuing waiver or relinquishment thereof and either may at any time demand strict and complete performance by the other of said terms, covenants and conditions.