

Customer Agreement

This Customer Agreement (“Agreement”) is made as of by and between, Ruff House Dog Training LLC, an Arizona limited liability company (the “Company”) and the “Customer” or “you”).

Recitals

A. The Customer desires to obtain certain Services (as defined below) from the Company.
B. The Company agrees to provide the requested Services to the Customer in accordance with the terms and conditions of this Agreement.

Agreement

Accordingly, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Services

The Company offers a variety of dog training, boarding and related services and products to its customers, including, without limitation, the following (individually and collectively, as the context requires, the “Services”):

Boarding and Training Private Training Puppy Training Adult Dog Training Group Training Classes Agility Training Tricks Training Snake Avoidance Training Toad Avoidance Training Online Training Therapy Training Canine Good Citizen Training Agility Course Seminars

2. Cost for Performing Services.

The total amount charged to you will depend upon the Services that you request. All fees must be paid prior to the commencement of the Services. If any payment is not honored upon first presentment by the Company (or its designee) to your credit card company or bank, you will be charged the lesser of \$25 or the maximum amount authorized by applicable law.

3. Customer Acknowledgments, Agreements, Authorizations and Obligations .

In consideration of the Company providing you with any Services, you hereby agree to the following:

a. You hereby agree to provide us with information relating to your pet(s) (“Pet”) upon request, including without limitation, your Pet’s training history, name, breed and age. b. You hereby agree to provide us with your Pet’s veterinarian contact information and vaccination records, upon request. You represent and warrant that your Pet is in good health, free of fleas, ticks and internal and external parasites, and has not been ill with or exposed to any communicable disease or condition, including without limitation, Rabies, Distemper, Parvo, Ring Worm, Parasites or Kennel Cough, within the past thirty (30) days. Your pet’s vaccinations are current and will remain up-to-date during the provision of our Services. c. We are confident in the effectiveness of our training and behavior modification methods and techniques; however, the degree of responsiveness of your Pet to such methods is dependent upon a variety of factors outside of our control. While we endeavor to assist you in reaching your training and behavior

modification goals for your Pet, in order to maximize your pet's training success, you agree to work with your Pet daily in order to reinforce the training/behavior modification provided to your Pet. Your failure to do so will negatively impact you reaching your pet's training and behavior modification goals. WE DO NOT GUARANTEE A SPECIFIC OUTCOME RELATED TO THE PROVISION OF OUR SERVICES OR THAT THE RESULTS OF ANY TRAINING/BEHAVIOR MODIFICATION WILL LAST FOR ANY PARTICULAR PERIOD OF TIME. You acknowledge and agree that the Company does not represent, warrant, guarantee or promise that during the provision of or after the completion of our Services that your Pet will never bite, will never be dangerous or vicious to others, or will be free from any other behavioral problems. d. You acknowledge and agree that you are solely responsible for your Pet and your Pet's actions at all times both during the provision of the Services and in the future. e. All group and one-on-one training sessions shall take place at a location determined by the Company. You agree to notify the Company at least twenty-four (24) hours in advance of a scheduled training session if your Pet is showing signs of illness. The Company, in its sole discretion, shall determine and inform you if your Pet may attend such training session. During training classes, you agree to clean up and dispose of your pet's waste. Missed classes cannot be made up. f. Family participation is encouraged in all group and one-on-one training sessions. However, for the safety and wellbeing of all participants, you agree to maintain control and supervise your minor children. Minor children must remain within your pet's training area throughout the training session for their safety and the safety of the other participants. You agree that you will instruct your minor children to only interact with your Pet and never approach or touch any other pets participating in the training class or session, as applicable. g. All board and train services shall take place at the Company's facility (the "Facility"). h. While providing our board and train services, to the extent that the Company believes that your Pet needs urgent veterinary care, the Company may take the Pet to a local veterinary clinic. You hereby agree to pay any associated costs and expenses related thereto directly to the applicable veterinary clinic prior to the Pet's release. i. To the extent that the Company reasonably believes that your Pet infested its Facility with fleas, ticks or parasites, then you agree to pay any associated remediation costs and expenses related thereto. j. You hereby agree that we can terminate our Services and this Agreement at any time, in our sole discretion, to the extent we determine your Pet is dangerous or vicious to our trainers or any other person or animal. k. You hereby agree to hold the Company, and its members, owners, officers, employees, trainers, independent contractors, agents, affiliates, successors and assigns (collectively, the "Indemnified Parties") harmless from an against any liability, loss, damage or expense suffered by you, your property, or your Pet during the provision of the Services, including without limitation, any loss or damage caused by other customers or pets. l. You hereby agree to indemnify, defend, and hold harmless the Indemnified Parties from and against any and all liability, loss, damage, settlement, or expense (including reasonable attorneys' fees), as incurred by the Indemnified Parties in connection with any claim arising out of your or your Pet's actions during the provision of Services or at any time in the future. m. You hereby grant to the Company any and all rights to utilize the name, likeness, image, voice, appearance and performance of you and your Pet ("Intellectual Property"), in whole or in part, for the purpose of promoting or advertising the Services or any other purposes as determined by Company in its sole discretion. You hereby waive any and all rights to inspect and approve any product, copy or material that incorporates all or part of the Intellectual Property utilized by the Company. You hereby waive any and all moral rights in the Intellectual Property. Without limiting the generality of the foregoing, you acknowledge that the

Company shall have the right to use, modify, reproduce, publish, perform, display, distribute, make derivative works of and otherwise commercially exploit the Intellectual Property in perpetuity and throughout the universe, in any manner or medium now existing or hereafter developed, without separate compensation to you or any other person or entity. n. You agree to promptly inform us of any changes in your physical address, e-mail address and phone number. o. You agree to print a fully executed copy of this Agreement to retain with your personal records. p. You acknowledge and agree that your failure to comply with the terms and conditions set forth in this Agreement may prevent the Company from providing you with the requested Services and may result in our cancellation of this Agreement. q. You acknowledge and agree that only you or your legally authorized representative may correspond with the Company regarding the Services. r. You acknowledge and agree that you are 18 years of age or older and either a United States citizen or a permanent resident of the United States.

4. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Arizona with-out giving effect to any principles of conflicts of law.

5. Costs of Collection. You promise to pay all costs of enforcement and collection hereunder, including but not limited to, reasonable attorneys' fees, whether or not any action or proceeding is brought to enforce the provisions hereof.

6. Severability. In the event that any part of or all of any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, (i) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and (ii) the remaining terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect.

7. Indemnification. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT TO THE CONTRARY, YOU HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, DAMAGE, SETTLEMENT OR EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS), AS INCURRED BY THE INDEMNIFIED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF ANY BREACH BY YOU OF THIS AGREEMENT.

8. Complete Agreement. This Agreement is intended as the complete, final and exclusive statement of the terms of this Agreement between the parties regarding the subject matter hereof and supersedes all other prior or contemporaneous agreements or understandings, whether written or oral, between them relating to the subject matter hereof. Each party expressly acknowledges that there are no warranties, representations, covenants or understanding of any kind, manner or description whatsoever by either party to the other except as expressly set forth in this Agreement. This Agreement shall not be amended or modified, except in a writing signed by each of the parties hereto. Notwithstanding the foregoing, upon no-tice to you, the Company may unilaterally amend or modify the terms of the Agreement to the extent it deems necessary to comply with applicable law.

9. Construction. The language of all parts of this Agreement will in all cases be construed as a whole, according to its fair meaning and not strictly for or against either of the parties. Headings of paragraphs herein are for convenience of reference only and are without substantive significance.

10. Force Majeure. The Company shall not be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder during any event of force majeure or due to any reason beyond its reasonable control.

11. Refund Policy. All fees are non-refundable. However, the Company, in its sole discretion, may provide you with a credit to be used for future group or one-on-one training sessions if you provide sufficient advance notice that you will be absent for a scheduled session. All unused training sessions expire one (1) year after purchase.