



Pawsitive PAC Creations LLC Dog Training

Programs, Policies, and Procedures

Subject to change at any time, and for any reason.

If a change occurs, customers will be notified immediately via email and will be prompted to re-sign this contract.
Updated as of 10/21/2020

This Pawsitive PAC Creations LLC Dog Training ("Pawsitive Pac Creations", "us" or "we") Policies and Procedures ("Policies and Procedures" or this "Agreement") will govern the undersigned's (the "customer", "you" or "your") relationship with us. By signing below, you are entering into a legal contract, and you are agreeing that all the below shall apply to your relationship with us.

Our Services

- Board & Train
- Puppy Daycamp
- Private Training
- Service Training
- Virtual Training
- Behavior Modification

Board & Train

Duration: 2 Weeks + 3 Handover Lessons

Total Investment: \$2800 upfront

OR

Payment plan: \$3500

- \$1500 down
- \$500 per month x four months

Customers can choose this service if they wish to house their dogs in an environment appropriate for an immersive training experience. This program is best for dogs who would benefit from being around other dogs and people.

During the day, a dog trainer will be on-site for constant supervision and formal training to help your dog understand how to behave. Sessions would take place in an in-home setting and in public spaces. During the evening hours, your dog can enjoy a relaxing night at our facility.

We will teach six commands:

1. **Place**
2. **Sit**
3. **Down**
4. **Come**
5. **stay/Wait**
6. **Heel**

Once this training period is complete, your dog will return home. Customers would receive 3 handover lessons **(These are follow up lessons to ensure the Foundational progress is being met, and to assess any other issues or concerns)** to ensure the new behavior is carried over smoothly. Your dog will also receive a Graduation Certificate, along with a keepsake from us to celebrate their achievement.

Daycamp

Duration: 8 Days of Puppy Day Camp + 2 Private Follow-Up Sessions

Total Investment: \$2450 upfront

OR

Payment plan: \$3250

- \$650 down
- \$650 per month x four months

Daycamp takes place four days a week, Tuesday through Friday from 9:30am-4:30pm. Our dog trainer will cover basic obedience, indoor and outdoor manners, potty training, Leash training, socialization and more -in the company of other puppies.

Customers Will Receive:

- Potty Training Plan and Diary
- Advice
 - Feeding
 - Routine care
 - Appropriate toys
 - Puppy Training E-Book
 - ...and more!

Once this training period is complete, customers would receive 2 private follow-up lessons to ensure the new behavior is carried over smoothly. Your dog will also receive a Graduation Certificate, along with a keepsake from us to celebrate their achievement.

Support

- **During Our Programs**
 - Video tutorials and examples will be provided for the continued training of your dog. Customers are encouraged to revisit videos as a refresher, we will film each session and provide you a copy to keep.
 - Customers are permitted to contact us during the training program for ongoing support, and 6 months after the training program has been completed.

Private Training, Service Training and Behavior Modification (Adult/Puppy)

Every Dog is different, therefore Pawsitive Pac Creations reserves the right to customize and or tailor each package to fit the dogs desired needs. These sessions are comprehensive. It takes alot to understand a dog. It takes alot to understand the needs of a client and their dogs. Pawsitive Pac Creations takes their time to assess the needs of every dog during a session. Please be patient and understand that there is no magic cure and that it takes work on both the owner and and our part to help your dog succeed.

Duration Varies 6 to 10 sessions

The Customer will receive a comprehensive study plan for themselves and their dog(s). You are Required to do your homework and complete each objective taught by Pawsitive Pac Creations.

Support

- **During Our Programs**

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General Information

PLEASE READ CAREFULLY. THESE TERMS OF SERVICE INCLUDE A RELEASE OF LIABILITY AND OTHER LIMITATIONS OF YOUR LEGAL RIGHTS. DO NOT ACCEPT OUR SERVICES UNLESS YOU HAVE READ AND UNDERSTOOD THESE TERMS OF SERVICE IN THEIR ENTIRETY. ACCEPTANCE OF OUR SERVICES SHALL CONSTITUTE YOUR AGREEMENT TO THESE TERMS OF SERVICE.

Pawsitive Pac Creations will endeavor to create as safe an environment as possible for the training of my dog and will offer only sound, safe, and responsible training and training instructions. However, to the extent that Pawsitive Pac Creations is insured for any unintentional or negligent errors, omissions, or incorrect assertions, Pawsitive Pac Creations will be responsible for any such acts or omissions, but only to the extent of such insurance. I have been informed by Pawsitive Pac Creations and understand the inherent risks of owning a dog, including but not limited to the risk of dog bites to myself or others. I represent and warrant that I have provided Pawsitive Pac Creations with full and complete, accurate information regarding any bite history and similar incidents or hazardous tendencies of my dog. I will update that information if it changes. I understand that I am and will remain responsible for the actions of my dog at all times, and I hereby agree to indemnify, release, and hold harmless Pawsitive Pac Creations of any and all claims, whether made by myself or any third party, of injury, expense, costs, or damages caused by my dog. I understand that the recommendation of any other product or service is not a guarantee of my satisfaction with that product or service. This contract, together with language expressly incorporated into it in writing, is the full and complete agreement between myself and Pawsitive Pac Creations. A complete and accurate copy of this contract is as valid as the original. This contract is made valid by in-person signatures, electronically signed signatures, or upon receipt of a signed, scanned copy by email. To ensure the health and safety of your dog and all other

guests, we require that all our clients agree and comply with the following terms and conditions.

1. You agree to house your animal at our in-home facility, in affiliation with Kat's K9s, LLC.
 - a. You agree to sign separate documentation pertaining to Kat's K9s's policies and procedures.
2. You authorize Pawsitive Pac Creations to take your dog into public spaces during their stay for the purpose of dog training when deemed appropriate by the dog trainer.
3. You agree that your animal meets the following requirements:
 - a. You are the legal owner of the animal described in this Agreement and have the legal right to enter into this Agreement.
 - b. Your animal has received up-to-date vaccinations for distemper/lepto, rabies, and bordetella and you have provided us with proof of vaccinations. You agree to provide us with annual updates of your dog's vaccination records. You accept responsibility to ensure that your dog continues to be fully vaccinated. We reserve the right to remove your dog from the facility if it is not fully vaccinated. If your dog is missing one or more of these vaccines, you accept the risks involved.
 - c. Your animal is spayed/neutered (if over fourteen (14) months of age).
 - d. Your animal is in good health and is free of fleas, ticks, and parasites.
 - e. You have disclosed, in writing to us, all temperamental quirks of which you are aware of relating to your animal.
 - f. Your animal is properly licensed and is wearing an identification tag or is microchipped.
 - g. You have disclosed, in writing to us, all medical or other conditions of which you are aware of relating to your animal.
4. You hereby authorize us, and we hereby agree to provide the services described in this Agreement in a commercially reasonable manner (the "Services"). EXCEPT AS SET FORTH HEREIN, YOU WAIVE WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. You fully understand that there are inherent risks involved with animals and the interaction between animals and humans which may result in property damage or bodily injury, including permanent disability, sickness or death to humans or animals and there may be other risks not known to you or us at this time (collectively, the "Risks"). You fully accept and assume all responsibility for all Risks arising from or relating to your animal and the provision by us of the Services and you hereby expressly waive any and all claims against us arising from or relating to the Services or the actions or

inactions of you or your animal, except those arising solely from our gross negligence or intentional misconduct.

5. You understand that you are solely responsible for damage or injury caused by your animal. You hereby agree to indemnify, defend and hold us and all of our members, managers, employees, contractors, agents, or any other person or entity involved with the Services provided by us (collectively, the "Service Providers") harmless from any liability, claims, litigation, actions, suits, costs, losses, damages, expenses or demands (including reasonable legal fees and costs) we or the other Service Providers may incur which arise from or relate to the actions or inactions of you or your animal.
6. You agree to pay for the total balance of the Services rendered by Pawsitive Pac Creations LLC Dog Training and Kat's K9s, LLC.
7. You agree to pay for all fees incurred for any behaviors or messes due to:
 - a. Excessive/destructive chewing
 - b. Fighting/roughhousing
 - c. Marking or pottying in the house
 - d. Counter surfing
8. You agree to pay for all surcharges if applicable, including:
 - a. Inappropriate Behavior Fees (listed above)
 - b. Cancellation
 - c. Extended Time
 - d. Last-Minute
 - e. Late-Night Fee
 - f. Early-Morning Fee
 - g. Holidays
9. You agree that neither we nor any other Service Provider is responsible or liable for any lost, stolen, or damaged personal property belonging to you or your animal. You further understand and agree that your animal's collar may be removed and/or replaced with an approved collar to prevent injury to your animal or other animals in our care.
10. The welfare of your animal is our highest priority. If in our judgment additional services become necessary to properly care for your animal while in our care, we will first make reasonable attempts to contact you. If you cannot be reached, for whatever reason, you hereby authorize us to provide such additional services as we deem necessary, in our reasonable discretion, to protect the health and safety of your animal, including but not limited to consultation with a licensed veterinarian and authorization to a licensed veterinarian to administer medications or medical treatment to your animal. We will reference our affiliated veterinarians first: CK9 Vet and/or Seven Hills Veterinary Hospital. Additionally, you agree to any basic grooming services that ensure your pet is in good hygiene. You agree that you are responsible for all fees and expenses incurred for transportation, care, and treatment of

your animal, and you hereby release and hold us and the other Service Providers harmless from all liabilities related to transportation, care, and treatment of your animal.

11. In the unlikely event that your animal should die while in our care, we will deliver your animal to the veterinarian listed in the attached Services Agreement. Or we will use one of the two of our affiliated veterinarians: CK9 Vet, or Seven Hills Veterinary Hospital. All costs associated with such transportation and services shall be your sole responsibility.
12. Except as set forth above, we will not administer medication, supplements, or special foods or beverages to your animal without prior written instruction from you which shall include the time to administer, dosage, and other instructions as we may request. All medications, supplements, foods, or beverages must be in their original containers and cannot be expired. Any sedatives must also be accompanied by a letter of instruction from the licensed veterinarian who prescribed the sedative.
13. If you wish for us to feed your animal while in our care, please note the following terms will apply:
 - a. Your animal's food must be in its original or sealable packaging and cannot be expired.
 - b. The food packaging must be sealed in an airtight container or sealable baggy.
 - c. The container's lid must be clearly labeled with your animal's name, feeding times, and feeding amount.
14. You hereby give your consent to all photographs, audio recordings, and/or video recordings taken of your animal. You agree that we own all right, title and interest in such photographs, audio recordings, academic work, and/or video recording and we may use any such materials in any broadcast and electronic media formats now existing or in the future created, including but not limited to print media, marketing, advertising, promotional materials, and social media.
15. You agree that we are authorized to report the abuse or neglect of your animal to appropriate authorities.
16. You agree to pay for all Services in advance, or at the time of drop-off, unless payment has been arranged otherwise. Pawsitive Pac Creations has a NO REFUND policy for services rendered over 60%. Customers who Quit, Cancel, No show in the middle of their packages will not receive a refund. Should payment be rejected or returned, for any reason, in addition to any returned check or other payment fees, you agree to pay an additional service fee of \$25 for each rejected or returned payment. You hereby authorize us to charge any of the credit card numbers you have provided to us for any unpaid fees, services, or products.

- a. You understand that the scheduling of appointments is the sole responsibility of the customer. Pawsitive Pac Creations and our affiliates are in no way responsible for coordinating or following up to book an appointment.
17. You agree to pay for all fees and surcharges that apply to your package and booking should you request last-minute, cancel, modify, QUIT, extend or do not show up. Furthermore, you agree to pay for the surcharge that applies to appointments booked between the hours of 12am-6:59am, and 9pm-11:59pm. All services are reserved services, payment is **non-refundable and non-transferrable.**
18. You understand and agree that your dog will be trained to the best of our ability.
 - a. You understand that you have a responsibility to continue training while your dog is not with the dog trainer.
19. You understand and agree with the rules set forth above.
20. If your dog exhibits aggressive or wild behavior that cannot be corrected, we reserve the right to suspend or expel your pet from our facility. If you cannot pick up your pet until the originally scheduled time is up, we will charge an additional \$60 per day to keep the dog on-premises. They will be cared for to the best of our ability while protecting the welfare of our other guests.
21. For the protection of your animal and the other animals in our care, if your animal exhibits aggressive behavior while in our care, you hereby authorize us to leash your animal, isolate your animal in a kennel, and/or to muzzle your animal. We reserve the right to cease all Services in the event your animal exhibits aggressive behavior or we determine, in our reasonable discretion, that providing such Services may result in damage to property or injury to our staff, your animal, or other animals in our care.
22. You authorize us to use the appropriate gear to safely handle your dog and during playtime. This includes, but is not limited to, the use of quick-release collars, harnesses, approved leashes, and more.
23. Any animal in our care which is not retrieved after 24 hours of no contact, your animal will be deemed abandoned and will be delivered to the Aurora Animal Shelter, located at 15750 E. 32nd Ave. Aurora, CO 80011. You agree that you are solely responsible for all costs associated with the transportation, boarding, or release of your animal. YOU FULLY UNDERSTAND AND AGREE THAT IF YOU ABANDON YOUR ANIMAL, YOU MAY BE UNABLE TO RETRIEVE POSSESSION OF YOUR ANIMAL AND YOU FURTHER AGREE THAT YOU WILL HAVE NO RECOURSE AGAINST US ARISING FROM OR RELATING TO THE ABANDONMENT OF YOUR ANIMAL.
24. You understand and expressly agree that every one of the foregoing provisions is in full force and effect and shall apply to every Service provided to you and your animal. This Agreement shall remain in full force and effect

as between you and us until and unless canceled, modified, or superseded by a writing signed by both you and us.

25. This Agreement shall be governed by the laws of the State of Colorado. For any disputes arising from this Agreement shall be proper in any state or federal court with jurisdiction over the Arapahoe County, Colorado. You hereby consent to such jurisdiction and the granting of such legal or equitable relief as is deemed appropriate by such court.
26. If any legal action or other proceeding is brought for the enforcement of this Agreement, the prevailing party shall be entitled to recover reasonable legal fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.
27. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.
28. This Agreement shall be binding upon and inure to the benefit of both you and us and our respective successors and assigns; provided, however, that you will not assign your rights or delegate your obligations under this Agreement without our written consent.
29. If these Policies and Procedures references a dog or cat or other pet specifically, you understand that this term applies to your pet regardless of what was specifically referenced in these Policies and Procedures.
30. The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement.
31. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein.
32. Our owners, partners, members, managers, shareholders, or joint venturers shall not have any personal liability hereunder.
33. The various section headings are inserted for purposes of convenience only and shall not affect the meaning or interpretation of this Agreement or any section hereof.

BY ACCEPTING OUR SERVICE YOU AGREE THAT YOU HAVE READ THIS AGREEMENT AND OUR OTHER POLICIES AND PROCEDURES WHICH YOU HAVE BEEN PROVIDED AND THAT YOU UNDERSTAND THAT YOU HAVE GIVEN UP SUBSTANTIAL RIGHTS AND THAT YOU ARE DOING SO FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE AND YOU INTEND THIS AGREEMENT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT PERMITTED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID OR UNENFORCEABLE THAT THE REMAINDER OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

Signature: _____

Name: _____

PAWSITIVE



PAC CREATIONS LLC
Dog Training

Date: _____