

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is entered into as of the date executed (“Effective Date”), by and between **Moving Mountains Dog Training** (“Moving Mountains”), a Colorado limited liability company having its principal place of business at 1075 County Road 64, and \_\_\_\_\_ (“Client”).

WHEREAS, Client desires to obtain professional dog-training Services from Moving Mountains; and

WHEREAS, Moving Mountains desires to provide such Services to Client on the terms set forth below;

FOR AND IN CONSIDERATION OF the agreements herein, Moving Mountains and Client agree as follows:

- 1. Term.** Unless sooner terminated in accordance with the terms of this Agreement, this Agreement shall begin on the Effective Date and continue until termination, as provided hereunder.
- 2. Scope of Services.** The scope of professional services (“Services”) may include, but is not limited to: general obedience, reactivity, dog-to-dog socialization, remote collar training, and crate training.
- 3. Cost.** Moving Mountains and Client agree that the posted rate for all services will be accepted and paid for within the given timeline. The cost for all materials and Services not contained within any written agreement between Moving Mountains and Client shall be the sole responsibility of the Client. Client shall be responsible for the total cost of any expenses associated with the Services or advanced by Moving Mountains.
- 4. Payment Terms.** Unless otherwise arranged in writing between the Parties, payment for all Services shall be due and owing on each day that Services are rendered. In the event additional Services are required, or in the event Client becomes responsible for additional expenses associated with the Services, invoices will be issued by Moving Mountains, and shall be payable on presentation. Invoices not paid within 30 days of the invoice date may be carried forward to the next invoice date and shall be subject to a late fee of 10% of the overdue payment. Nonpayment of Services and expenses shall constitute a material breach of the Agreement hereunder, for which Moving Mountains may terminate such Agreement immediately. The right to terminate under the terms of this Section shall be in addition to all other legal, equitable, or contractual remedies available to Moving Mountains.

Client shall have no right of setoff against any billings of Moving Mountains for disputed claims. Client shall pay for all taxes in connection with this Agreement including, but not limited to, sales, use, excise, value-added, goods and services, consumption, and other similar taxes or duties

- 5. Cancellation Fee.** Client agrees to provide Moving Mountains with immediate written notice of any intended cancellation for scheduled Services. In the event Client fails to provide at least twenty-four (24) hours’ written notice to Moving Mountains of its intention to cancel a Services session, Client shall be assessed a seventy-five dollar (\$75.00) cancellation fee, payable immediately.
- 6. Collections.** Upon Client’s default of payment as set forth above, Client expressly grants Moving Mountains the authority to pursue all necessary and reasonable collection efforts, including but not limited to instituting legal action, assigning the contract to a collections agency, or issuing garnishments, liens, or levies. Client shall be responsible for all costs and attorney fees incurred in connection with any collection efforts.
- 7. Responsibilities of Moving Mountains.** Moving Mountains shall undertake all Services with the due diligence, care, and industry standards imposed upon similarly situated businesses. Client acknowledges that the industry of dog training is not an exact science and may differ significantly with each animal. Accordingly, Moving Mountains shall utilize its best efforts to effectuate the Services, but makes no guarantee as to result.
- 8. Client Responsibilities & Representations.** In pursuit of the Services to be rendered, Client agrees that it shall provide a complete medical and vaccination history to Moving Mountains before any Services can be rendered. Client shall be responsible for maintaining all standard vaccinations for any dog brought to Moving Mountains, and shall provide any veterinarian records upon the reasonable request of Moving Mountains. Moving Mountains shall be entitled to rely on the accuracy and completeness of all information, and shall not be required to undergo any independent investigation to verify the same. Client’s failure to provide accurate and complete information about any dog to which Services shall be rendered shall be immediate cause for termination of this Agreement.

Client shall maintain any dog in clean fashion, and shall ensure that until such dog is taken under the control of a representative of Moving Mountains, it remains secured on a lease. Client shall ensure that any canine delivered to Moving Mountains is free of communicable diseases or parasites, and shall notify Moving Mountains at least 24 hours in advance of any injuries that may impact Moving Mountains' ability to provide the Services. Client shall further be responsible for proper feeding and care for their dog at all times that the dog is in their control, and Client shall ensure that the dog is safely transported as necessary to facilitate Services by Moving Mountains.

By affixing its signature hereto, Client hereby represents and warrants that it is the owner of the dog(s) in question, and that it has the legal authority to engage in the Services contemplated herein. Client further provides assurances that the dog for which Services are rendered has not bitten any individuals or other dogs, and has not exhibited any aggressive behavior beyond that which is described in the Client Intake Form. Client also understands and is accepting of the use of tools with their dog by Moving Mountains including, but not limited to prong collars, remote collars, gentle leaders, slip leashes etc.

- 9. Client's Representative.** As of the signature hereunder, Client shall serve as representative for the dog to which Services shall be rendered. Client, however, shall also authorize a second designated individual to serve as its representative agent during the period of Services provided through this Agreement. This agent shall be responsible taking possession and control of the dog in the event Client is unavailable to do so. Client shall provide the name, phone number, and email for such secondary representative, and shall immediately notify Moving Mountains of any changes to the same.
- 10. Standards of Performance.** Moving Mountains undertakes to perform the Services specified in this Agreement with that degree of care, skill, and diligence ordinarily exercised by professional dog-training companies for services and projects and under circumstances similar to that contemplated by this Agreement, and to ensure that employees and contractors assigned to perform services under this Agreement shall conduct themselves in a manner consistent therewith. **THE PRECEDING SENTENCES ILLUMINATE THE ONLY EXPRESS WARRANTY CONCERNING THE SERVICES, ANY DELIVERABLES AND ANY WORK PRODUCT, AND IS MADE IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED.**
- 11. Results.** Under no circumstances does Moving Mountains covenant, warrant, or otherwise guarantee any results incident to the Services. Client accordingly agrees to defend, indemnify and hold Moving Mountains harmless from any claims associated with results following the rendering of Services identified herein.
- 12. Limitation of Liability.** Regardless of the presence or absence of insurance coverage, Moving Mountains shall not be liable for loss or damage occasioned by delays, or for loss of earnings, loss of use, loss of production, or incidental or consequential damages suffered by Client or others, however caused. Client expressly agrees to limit any and all claims against Moving Mountains, including but not limited to claims alleging negligence or breach of contract for all losses of any kind, including economic loss or indemnity claims based on third Party claims, to an amount not-to-exceed the total fee paid under this Agreement. The recourse of Client or its successors or assigns against Moving Mountains with respect to the alleged breach by or on the part of Moving Mountains of any representation, warranty, covenant, undertaking or agreement contained in this Agreement shall extend only to Moving Mountains and no personal liability or personal responsibility of any sort with respect to any alleged breach thereof is assumed by, or shall at any time be asserted or enforceable against Moving Mountains' directors, officers, managers, members, employees, agents, constituent partners, beneficiaries, trustees or representatives.
- 13. Third-Party Misconduct.** By affixing its signature hereunder, Client affirms and acknowledges that Moving Mountains does not operate, control, or endorse any information, products, or services that are not affiliated or produced by Moving Mountains. Accordingly, the Agreement hereunder does not contemplate or authorize any express or implied warranties, representations, or endorsements as to any third Party to which Client may contract for products or services incident to the Services hereunder. Client hereby agrees to defend, indemnify, and hold Moving Mountains harmless from any claims arising out of disputes with third-Party vendors and service providers.
- 14. Insurance.** Moving Mountains shall maintain in effect at its own expense commercial general liability insurance (bodily injury and property damage), with respect to Moving Mountains' employees assigned to the prosecution of work under this Agreement. Each policy indicated above shall have a maximum limit of not less than \$1,000,000. In addition, Moving Mountains shall maintain statutory worker's compensation insurance.

**15. Indemnity.** Client shall indemnify, defend and hold Moving Mountains harmless, and its officers, directors, employees and subcontractors from and against all losses, damages, expenses, actions, proceedings, demands, costs and claims, including but not limited to reasonable legal fees and expenses suffered by Moving Mountains or any third Party, where such loss, damage, or claim is the result of a wrongful action, negligence, or willful misconduct by the Client or its employees or agents. Moving Mountains shall indemnify, defend and hold Client harmless, and any of its officers, directors, agents and employees from and against all losses, damages, expenses, actions, proceedings, demands, costs and claims, including but not limited to reasonable legal fees and expenses suffered by the Client or any third Party, where such loss, damage, or claim is the result of a wrongful action, negligence or willful misconduct by Moving Mountains or its employees or agents.

**16. Termination / Expiration.** Client and Moving Mountains have the right at any time to terminate this Agreement immediately by providing written notice to the other Party.

If Moving Mountains is terminated for any reason other than a material breach of the terms and conditions of this Agreement, Client shall be responsible for payment of all Services performed by Moving Mountains through the date of termination, including the proportionate share of any Moving Mountains fee applicable to the Services performed through the date of termination and all expenses incurred or obligated at the date of termination.

**17. Remedies Cumulative.** Except to the extent this Agreement provides otherwise, the rights and remedies under this Agreement are cumulative and are in addition to any other rights and remedies available at law, in equity, or otherwise.

**18. Dispute Resolution.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Colorado. Any controversy between Client and Moving Mountains arising under or relating to this Agreement shall be determined by binding and non-appealable arbitration to be conducted by a group mutually acceptable to the Parties such as the American Arbitration Association or Judicial Arbitrator Group, under and in accordance with the commercial rules of the American Arbitration Association.

Hearings on such arbitration shall be held in Grand County, Colorado, unless otherwise agreed between the Parties. By signing this Agreement, the Parties hereto agree to have any dispute arising out of the matters included or related to this Agreement decided by neutral arbitration as provided by applicable law and understand that they are giving up any rights they might possess to have the dispute litigated in a court or by jury trial, as well as giving up their right to appeal. The prevailing Party to such dispute shall be entitled to all reasonable costs and attorney fees incurred in prosecution or defense thereof.

**19. Notices.** Unless otherwise stated, all notices, requests, consents, claims, demands, waivers, and other communications called for under this Agreement must be in writing and will be considered given: when delivered by hand (with written confirmation of receipt); on the date sent by facsimile or email as a PDF document (with confirmation) if sent during recipient's normal business hours, or on the next business day if sent after normal business hours; or on the third day after the date mailed, by certified or registered mail, return receipt requested.

The written notice must be sent to the respective parties at the party's last known address.

**20. Waivers.** No waiver by a Party of any default by the other will operate as, or be construed as, a waiver of any future default, whether like or different in character.

**21. Permission.** Client gives permission to Moving Mountains to use images, videos, and other likenesses of their dog in any and all advertisement and social media. These likenesses can be used by Moving Mountains discretion.

**22. Entire Agreement.** This Agreement sets forth the entire understanding between the parties hereto and supersedes all prior agreements, arrangements, and communications with respect to the subject matter hereof.

**BY: MOVING MOUNTAINS**

**BY: CLIENT**

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date