



# TERMS & CONDITIONS

## **Cancellation Policy:**

- The Client must give at least 24 hours' notice if the Client is unable to make a scheduled session.
- If the Client does not provide the above notice, the fee, as listed in section 2(b)(ii) of the Agreement, becomes immediately due and payable.

## **Client Compliance:**

- The Client must complete the work left to them by the Trainer at the end of a scheduled session.
- The Client must give the Trainer at least 24 hours' notice and reschedule their session to a time agreed upon by both parties if the Client can not complete the work prior to the next scheduled session.
- If the Client does not provide the above notice, the fee, as listed in section 2(b)(ii) of the Agreement, becomes immediately due and payable.

## **Hold Harmless:**

- The Client will indemnify and hold harmless the Trainer, its employees and agents from any and all third party claims, demands, actions and costs whatsoever (including legal costs on a solicitor and client basis) for which the Client, including, without limitation, those arising out of negligence or willful acts by the Client, the Dog or all those for whom the Client is responsible. This hold harmless provision will survive the expiry or termination of the Agreement, as the case may be.
- If in the Trainer's sole discretion, the Dog is dangerous or vicious to the Trainer or any other person or animal, or interferes with the training of other Dogs, or the Client breaches any term or condition of the Agreement, then the Trainer's services shall terminate. All other provisions of the Agreement shall continue in full force and effect.

## **Termination:**

- The Trainer may immediately and arbitrarily terminate this Agreement by serving the Client with written notice.
- The Client may terminate this Agreement by serving the Trainer with written notice at least (7) days in advance of a scheduled session.

## **General:**

- The Client agrees that any pictures, audio or video taken by the Trainer, its employees or agents of any private training session, group class or any other activity sponsored by the Trainer is the property of the Trainer and can be used for marketing, promotion and training purposes by the Trainer. Further, the Trainer will retain exclusive and perpetual worldwide rights to such content.
- Should any provision or provisions of the Agreement be illegal or not enforceable, it or they will be considered separate and severable from the Agreement and its remaining provisions will remain in force and be binding upon the parties as though the said provision or provisions had never been included.

- Any waiver by either party of the strict performance of any term or condition of the Agreement will not constitute a waiver or abrogation of any other term or condition herein contained, nor will it be deemed a waiver or abrogation of any subsequent breach of the same or any other term or condition of the Agreement.
- A reference to any federal or provincial law or regulation or to any municipal bylaw will be deemed to be a reference to the law, regulation or bylaw as it may be amended, revised, repealed and replaced, or substituted from time to time.
- Time is of the essence in the Agreement.
- If the Agreement has been executed by more than one party as Client, their obligations hereunder will be joint and several, and all references to the Client herein will refer to all such parties, as the context requires.
- Unless the context otherwise requires, words importing the singular in number only will include the plural and vice versa, words importing the use of gender will include the masculine, feminine and neuter genders, and words importing persons will include individuals, corporations, partnerships, associations, trusts, unincorporated organizations, governmental bodies and other legal or business entities.
- The recitals at the beginning of the Agreement are true, and the recitals and the terms and conditions are hereby incorporated into and form an integral part of the Agreement.
- The Agreement will enure to the benefit of and be binding upon the Trainer and upon the Client and the Client's successors.
- The Trainer will not be deemed to be in default of its obligations under the Agreement if and for as long as any delay or non-performance is directly or indirectly caused by or results from events of force majeure beyond the Trainer's control. These events will include but not be limited to strikes, civil disturbances, war, fires, acts of God and acts of any government or branch or agency thereof.
- The Agreement, including these attached terms and conditions, and any subsequent amendments agreed to by the parties and evidenced in writing, will constitute the entire agreement between the parties and there are no representations, conditions or warranties, expressed or implied, which form part of the Agreement or upon which the parties have relied, the same being hereby negated and nullified.
- The Agreement will be governed by and enforced in accordance with the laws of the Province of Alberta.
- The Client warrants and represents that it has read and fully understands the contents, nature and purpose of the Agreement, and it has been provided the opportunity to seek independent legal advice with regard to its rights and obligations arising from same.