## Helsi DOG Mobile Gym Policies & Contract / Liability Waiver

Thank you for choosing Helsi DOG for your pets' exercise and enrichment experiences.

Here are our company policies and contract related to providing the best care possible for your dog(s). We ask you to review them thoroughly before booking services to become familiar with our company policies and contract.

In acknowledging and accepting our terms, you agree to all of the following:

### I.GENERAL COMMUNICATION

#### **Contact Information:**

Owner and Coach: (406) 890-9204 Social Media Handles:

Website: www.HelsiDOG.com Facebook: HelsiDOG

YouTube: HelsiDOG

#### Hours:

Monday, Wednesday, Thursday, Friday: 2:30 PM to 6:30 PM

Tuesdays we are currently closed due to volunteering at the local animal shelter.

Saturday: 9:00 AM to 6:00 PM

Sunday: CLOSED

Clients are welcome to contact Helsi DOG ("HD") during office hours, by phone, email, or text. Calls, emails, and texts will be returned within 24 business hours from the time received. Should a call, email, or text be received after office hours, a representative will respond on the next business day unless it's an emergency; we will contact you as soon as possible.

### II. NEW CLIENT REGISTRATION and NEW DOG INTRO RUN:

Registration: You must do the following on our Client Portal:

- 1. Create a client login. The invitation link will be emailed to you at the time you request a run.
- 2. Read and sign the Policies and Liability Waiver (also available on this page).
- 3. Complete your online Client Profile, including an up-to-date credit card for payment at the time of scheduling confirmation and for potential future sessions.
- 4. Complete the Pet Profile for each of your dogs. This allows us to review the information and come prepared with any additional questions.

All new dogs must start with the Intro Run. This is when the Helsi DOG coach will meet your dog(s), learn about their current health and fitness routines, and ensure we are the right fit going forward for future sessions.

### III. VETERINARIAN CLEARANCE | MINIMUM AGE | CERTIFICATION OF ALL PET VACCINATIONS BEFORE BEGINNING SERVICES:

- We recommend you talk to your vet before engaging your dog in physical activity if there
  is a risk of illness or injury. Dogs are required to be up-to-date on all vaccinations. You
  are required to upload proof of Rabies, Bordetella, and DHLPP (Distemper) to your Pet
  Profile in your client portal.
- Your dog must be a minimum of four (4) months old.
- Accepting this Contract, certifies your pet is up-to-date on vaccines and has a full vaccine history from your veterinarian uploaded to your pet profile.

If your dog is not current on their vaccinations, we will cancel services and work with you to reschedule once proof of current vaccinations are uploaded into your pet profile. This is required for insurance purposes.

### IV. ACCESS TO PROPERTY

In signing this Contract, you explicitly authorize the HD coach to park on the street or your driveway and enter your property, as needed, to provide Helsi DOG services.

### V. PARKING

There must be adequate parking at your residence.

A level surface is required. HD can adjust for uneven ground or slightly sloped driveways. However, the Helsi DOG experience cannot accommodate parking on a hill. If there is a flatter location on the street nearby, we will try to work with you.

Parking obstructions/clearances such as tree branches or roof systems lower than 9 feet will not accommodate the Helsi DOG van. At arrival, if there is not suitable parking, the appointment will either be rescheduled or the residence may be non-eligible for services.

If safe street parking is available, Helsi DOG's van will be parked there in lieu of your driveway.

### VI. MOBILE UNIT/VAN

After the Intro Run, dog parents are not allowed inside the Helsi DOG van during the workout due to limited space, safety, and liability. If weather permits, the van unit doors will be open for your viewing pleasure. We do waive the right to close doors for specific dogs due to safety.

### **VII. PARKING FEES**

If a parking fee (meters, garage, valet, etc.) is required at the Client's residence, the Client will be responsible for the daily charge. Helsi DOG will automatically add the daily rate to the Client's bill at the end of services. In addition, a photo of meters, parking garage receipts, and valet tags will be included in each feedback as proof of each parking fee your pet care specialist has incurred.

Arrangements for private parking should be made when possible to avoid additional fees.

### VIII. PRICING | SERVICE AREA | EXPANDED SERVICE AREA SURCHARGE

- Pricing: Prices are subject to change.
- Service Area Map
- **Expanded Service Area Fee:** Helsi DOG service requests located outside of the service area map displayed in the link above are charged an expanded service area surcharge. This fee is based on drive time and distance. A price will be agreed upon before

### IX. INCLEMENT WEATHER

There are times in Montana when the weather is unsafe for driving and for your Helsi DOG experience. You will be notified if scheduling changes need to be made. There may be times when we cannot predict the weather while we are out, or it may worsen. In these conditions, we may need to reschedule. If Helsi DOG must cancel and you're unable to reschedule, you will be refunded in full.

### X. PAYMENT OPTIONS

All clients must keep an up-to-date credit card on file. Should the credit card on file expire or decline, you will incur a \$10 fee.

All services will be charged in full at the time of booking.

### XI. SCHEDULING REGULAR SERVICES

HD encourages the Client to add needed services to our client portal as soon as they know they will need HD services so as to secure the necessary dates.

### XII. CANCELLATION / RESCHEDULING / REFUND POLICIES

• Cancellation Policy: You agree to keep your scheduled session.

We understand dogs, people, and life are unpredictable at times. If rescheduling or canceling is needed, you agree to notify us via your client portal at least 24 hours prior to your session. Cancellations made within 24 hours will result in a 50% cancellation fee.

Should a Coach arrive for a scheduled service and be turned away or your dog is not home, the full-service charge will incur.

Frequent cancellations and/or no-shows will result in termination of future scheduling.

 Rescheduling is subject to availability. We ask for at least 24 hours notice for reschedule.  Refund: There will be a full refund returned only when you have canceled at least 24 hours before your scheduled session.

### XIII. HOLIDAY SCHEDULE

Helsi DOG will be closed on the following national holidays, unless otherwise noted. If we do provide services on Holidays, clients will incur an additional holiday surcharge.

New Year's Day

Thanksgiving

Easter Christmas Eve

Memorial Day Christmas Day

Independence Day

New Year's Eve

Labor Day

### XIV. EMERGENCY TRANSPORTATION TO EMERGENCY VET

Should a medical emergency occur while Helsi DOG is caring for your dog, HD will do everything possible to stabilize and transport the animal to the nearest emergency hospital should your regular veterinarian be closed. However, if you prefer a particular emergency vet, please let Helsi DOG know during our initial consultation; add this request in the vet section on your Client profile.

Helsi DOG will make every attempt to contact the Client before bringing the Client's Pet to the emergency vet; however, if HD cannot reach a client, the Client's Pet will be taken for immediate treatment. The Client will be responsible for all medical bills and costs associated with the emergency treatment. Additionally, the Client will be charged \$100 per hour for a Helsi DOG coach to remain with the animal until the Client arrives or the animal is admitted to staying in the hospital.

### XV. PET PHOTO AND VIDEO RELEASE

Helsi DOG loves to showcase your canine companion on the company website, promotional materials, and social media (Facebook, Instagram, YouTube). Therefore, HD asks all clients for permission to take and use their Pet's photos and videos in all of the mentioned above and

other social media, web-based, or print mediums. Photographs and videos will not be sold or used for any advertisement.

# Helsi DOG CONTRACT / LIABILITY WAIVER

Helsi DOG is a mobile gym and dog training provider that offers high-quality and professional treadmill workout sessions and post-run training services. The term "Helsi DOG" refers to the Company, and the term "Client" refers to the dog owner engaging in Helsi DOG's services for this contract.

The Client understands they are solely responsible for, and release Helsi DOG from, any harm to their dog or caused by their dog while their dog is taking part in services offered by Helsi DOG. The Client understands and agrees that in releasing their dog into Helsi DOG's care, Helsi DOG has relied upon the Client's representation that their dog is in good health and has not harmed or shown aggressive or threatening behaviors towards any person or any other dog. The Client agrees to allow Helsi DOG to provide treats, unless otherwise directed or treats provided by the Client. While the Client's dog is in the care and custody of Helsi DOG, if the Client is unreachable in the event of an emergency, the Client hereby authorizes Helsi DOG, its agents, and/or representatives to seek immediate veterinary care for their dog. The Client understands that all costs in connection with veterinary, medical, or other treatment shall be the Client's responsibility. The Client further agrees to reimburse Helsi DOG for any of the pets' veterinary or other costs and agrees to give Helsi DOG complete discretion to determine when and if veterinary care may be necessary for the pet(s) while they are in Helsi DOG's custody or care, should the owner not be reachable.

The Client hereby releases and agrees to save and hold harmless, Helsi DOG, its directors, officers, shareholders, employees, assistants, members, and agents from any and all liability, claims, suits, actions, loss, injury, or damage of any nature or kind, or for any liability claims, suits, actions, loss, injury, or damage which their dog may sustain or which may be caused in any way by their dog. Without limitation, the client agrees to fully indemnify Helsi DOG for any and all such liability, claims, suits, actions, losses, injury, or damage.

The Client shall provide equipment necessary for the Helsi DOG services, including leashes, harnesses, and collars. If Helsi DOG supplies any of the equipment, the Client releases Helsi DOG of any liability resulting from use of Helsi DOG equipment.

The Client assumes full responsibility for the pet(s) behavior during the service(s) assignment(s) and agrees to indemnify and hold Helsi DOG harmless for any and all damages the pets may cause while in Helsi DOG's custody and care whether or not those damages are caused in whole or in part by Helsi DOG. The Client further agrees to pay all expenses incurred by Helsi DOG in the company's protection and enforcement of the company's legal rights under this Contract, including but not limited to costs and reasonable attorney fees.

- HEALTH: The Client certifies that his/her dog(s) are in good health and have not been ill
  with any infectious disease in the last 30 (thirty) days. The Client also certifies that
  his/her pet(s) has/have received his and/or her vaccinations, as cited in the Client
  Policies, including but not limited to (Rabies, Bordetella, and DHLPP) and that they are
  up to date.
- ER AUTHORIZATION: In signing this Contract, Client authorizes Helsi DOG to get
  Emergency veterinary care for the Pet(s) should Client's specified veterinarian be
  unavailable. Client authorizes Helsi DOG to approve medical and or emergency
  treatment, excluding euthanasia, as recommended by a veterinarian, and agrees to
  reimburse Helsi DOG for expenses incurred, plus any additional fees as needed.
- VETERINARY RELEASE: The Client has read and understands Helsi DOG's Client Policies & Contract herein and, as the Legal Owner of the Pet(s) described herein, agrees not to hold Helsi DOG responsible for the illness or injury of any kind, or death of the dog(s) or for any expenses incurred because of illness, injury of any kind, or death of the dog(s) authorized for care herein. Furthermore, this signature is a release for medical treatment for the dog(s) as described herein if Helsi DOG deems such care necessary in its sole discretion.

ATTORNEY'S FEES: The parties to this Contract acknowledge that in the event of any litigation arising under this contract or in association with any services performed hereunder, the prevailing party shall be entitled to recover all litigation costs. As used in this Contract, the term "litigation costs" shall include all fees paid to lawyers, paralegal fees, court costs, expert witness fees, trial consulting fees, court reporter and transcription fees, courier costs, travel costs, and any other costs reasonably related to resolving the dispute, whether incurred before, during or after litigation.

This Contract represents the only Contract between the Client and Helsi DOG, and the Client acknowledges it has received no oral representations that are not reflected in this Contract.

I have read and fully understand and agree to the above contract terms. I also agree that I have read Helsi DOG's Policies describing the specifics corresponding to the requested service(s).

### PHOTO AND VIDEO CONTRACT

I authorize Helsi DOG to all rights and usage of any photos and videos of my dog(s) taken while in their care to be used for marketing and public relations purposes. Platforms include but are not limited to social media, YouTube, Helsi DOG Website, marketing, public relations materials, etc. I understand that Helsi DOG does not authorize photo or video sharing, nor does Helsi DOG sell photos or videos of clients' pets for monetary gain.