

# Contract Agreement for Affiliate Training Centers

## Pet Emergency Academy, LLC

This agreement (herein referred to as "Agreement") is made on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Pet Emergency Academy LLC (herein referred to as "Company") and \_\_\_\_\_, (herein referred to as "Training Center"). Throughout this agreement, the parties may be collectively referred to as "Parties".

### **SCOPE.**

The Pet Emergency Academy, LLC Training Center Program provides training centers with the opportunity to have one or more of their staff trained to teach Pet Emergency Academy certification programs to their clients and community at a discounted rate of \$49.95 per person in their training classes. By participating in this program, training centers can offer valuable training and industry recognized certifications in pet emergency response to their class attendees while saving money. In addition, this program eliminates any potential conflicts of interest by compensating Instructors directly and instead charge training centers a discounted rate for each person that registers for one of their classes. This provision helps ensure that the training provided is unbiased and solely focused on teaching the skills necessary for effective animal emergency response.

### **ORIENTATION.**

Once the training center joins Pet Emergency Academy as part of their Affiliate Training Center program their staff will be enrolled in the complimentary Online Instructor's training. This program must be completed within 30 days of enrollment. Training centers and their Instructors must acquire the necessary teaching equipment and materials and/or purchase their Instructor's kit before they will be eligible to teach any classes to the community. The instructor training program is a virtual on demand training program that takes an average of 7-10 hours to complete, however, the program does not need to be completed all at once. Instructors must receive a passing grade on all quizzes and assessments to be eligible to teach Pet Emergency Academy programs.

### **NON-COMPETITION.**

The Parties agree that during the term of this agreement and for a period of 6 months thereafter, training center instructors shall not directly or indirectly compete with Company by offering any pet emergency certification programs to the public or to any organization outside of their educational institution without the prior written consent of the Company. Instructors shall not offer or teach any pet emergency certification programs that are similar or identical to those offered by Company to anyone outside of their training center during this period.

Furthermore, the training center agrees that they will only teach Company's pet  
Initial \_\_\_\_\_ Date \_\_\_\_\_

emergency certification programs to individuals who register with the training center through a defined registration process. Training center agrees to provide the Company with the contact information for each participant registered to receive the training. This includes but is not limited to the participant name, address, phone number and email address. The company agrees to maintain the privacy of all information provided and strictly use the participant information for the purposes of communicating with the participants for matters concerning their training and certification. The training center shall not use or teach any programs that are similar or identical to Company's pet emergency certification programs during this period of this contract agreement.

Training center agrees to not engage in any marketing or advertising strategies that will compete with or cause harm to other Pet Emergency Education LLC and Pet Emergency Academy LLC classes being taught in the community.

**PAYMENT AND REGISTRATION.**

To avoid any conflict of interest, training center instructors approved to teach the company's program will not be able to be personally compensated by Pet Emergency Academy as they are working as a representative of their training center. Pet Emergency Academy, LLC will charge the training center a reduced cost of \$49.95 (the regular rate is \$74.95) per person who registers for their training classes. We reserve the right to raise the rate in the future and will provide ample notice should we do so. Payment by the training center may be made by check, credit/debit cards, and ACH direct debit.

Instructors will be provided with a URL link for the E-book for the program they are teaching which they are then responsible for distributing to the class attendees. Links to access the E-book will be distributed by the training center. E-books are read only files and cannot be printed or downloaded. They cannot be distributed by any other means nor for any other class, event, or function. This is for copyright reasons. Our full-color printed manuals are available for purchase by the training center at a discounted rate of \$12.95 each (regularly \$24.95). Additional options are printed manual PLUS our custom 60+ piece Deluxe First Aid Kit for a total of \$104.95 + shipping (a \$160 value) (Equine Triage First Aid Kits are also available but at an additional \$20 cost) OR the training program with only the Deluxe Pet First Aid Kit for \$89.95 (regularly \$135).

**INTELLECTUAL PROPERTY RIGHTS.**

The company retains all intellectual property rights in the certification programs and materials, including any modifications or updates made to them. Training center and their instructors agrees not to reproduce or distribute any of the certification programs or materials, except as necessary to teach the program to their clients in accordance with this agreement. Training center and instructor also agree to promptly notify the Company of any unauthorized use or disclosure of the certification programs or materials.

Initial \_\_\_\_\_ Date \_\_\_\_\_

**CONFIDENTIALITY.**

To protect Company’s confidential information, the training center, its representatives and its instructors agree to maintain the confidentiality of all confidential information provided by the Company, including the Pet Emergency Academy certification programs and materials. The training center and instructor(s) agree not to disclose any confidential information to any third party, except as required by law. The training center and its instructor(s) also agree to promptly notify the Company of any unauthorized use or disclosure of confidential information.

**INDEMNIFICATION.**

Training center and its instructors agree to indemnify and hold harmless the Company from any claims, damages, or losses arising from or related to the training center's instructor’s performance of this agreement instructor’s indemnification obligations include, but are not limited to, claims of copyright or trademark infringement, breach of contract, and negligence. Instructor’s indemnification obligations survive the termination of this agreement.

**LIMITATION OF LIABILITY.**

Company’s liability for any claims, damages, or losses arising from or related to this agreement is limited to the amount paid by the training center to Company for the Pet Emergency Academy LLC certification programs. Company is not liable for any indirect, incidental, special, or consequential damages, including but not limited to lost profits, arising from or related to this agreement. The limitations of liability set forth in this section apply even if the Company has been advised of the possibility of such damages.

**REPRESENTATION & WARRANTIES.**

Training center and its instructors will register their class attendees for the class on the Training Center Class Participant Registration Form which is provided to the training center by the Company in the instructor portal. The form is an excel spreadsheet. Training centers must enter each class participants’ information on the form and upload it in the instructor portal at the least 72 hours prior to the class dat4e.

If the agreement is terminated, the training center and its instructor will no longer be considered an affiliate with the Company and must cease immediately using any Pet Emergency Academy mark, name, logos, curriculum, and materials such as class PowerPoints and manuals or be subject to legal action. Training center and its instructors understand that completing any of our training and certification programs including, but not limited to, Canine and Feline CPR and First Aid, Canine and Feline CPR and Advanced Life Support, Equine Emergency First Aid, Canine Wilderness Emergency First Aid, Livestock Emergency First Aid and Wellness Care and Canine and Feline CPR and First Aid for Grooming Professionals only qualifies the person to perform the skills covered in those classes on animals; it DOES NOT allow them to teach that information to other people.

**NOTICE.**

Initial \_\_\_\_\_ Date \_\_\_\_\_

If the training center and/or its instructors moves or changes their address or changes, they are asked to notify the Company immediately providing their new contact information to us through email.

**CLASS GUIDELINES.**

For teaching Canine and Feline CPR and First Aid, or Canine and Feline CPR and Advanced Life Support programs it is strongly recommended that the training center have at least 1 animal CPR mannequin such as a Simulaid's CasPeR Dog Mannequin or equivalent, a variety of dog and cat stuffed animals of various sizes, and a pet first aid kit. For other training programs such as equine, livestock, and exotic pets, training centers must have adequate supplies to teach the required skills such as demonstration models, bandage material, and first aid kit supplies.

Initial \_\_\_\_\_ Date \_\_\_\_\_

Certificates to the class participants will be provided directly from the company through the class participants secure membership account on the Company website. Instructors are required to submit a completed Attendance and Assessment Verification Form with each participant's Pass/Fail test results within 48 hours after the class is held. A blank template of this Pass/Fail testing form will be provided in the Instructor Portal. The certificates are available for downloading and printing within 3 business days after the class is held. We DO NOT email or mail hard copies of certificates.

Each class attendee enrolled in one of our programs will also receive a free 2-year subscription to Pet Emergency Education Resource Center. Subscriptions are assigned with a unique email address for each person registered. Please be aware that class attendees that do not have their own email addresses will not be able to log into their accounts to access any of their resources.

Instructors will teach using the Pet Emergency Academy Approved PowerPoint and lesson plans provided through the Instructor Portal. Instructors are encouraged to add material to the training that may enhance the training for their class attendees including additional information pertinent to their demographic and/or add pictures, etc. as long as the instructor has ownership and/or legal copyright approval for any pictures displayed in the presentation. **IMPORTANT NOTE:** Because our programs are reviewed and approved by the American Association of Veterinary State Boards nothing may be removed from the presentation and all content as designed by Pet Emergency Academy LLC must be taught in its entirety.

The training is designed to be approximately three contact hours of material for small animal programs and 4 contact hours for equine and livestock programs. Instructors teaching with a training center may choose to break the information up between multiple class meetings. Distribution of the material is at the discretion of the instructor however class participants are not allowed to receive their certificates until all material is completed and have passed the required assessments. Assessment may be done via a demonstration of skills, a written test, or both. It is up to the school's discretion. Company will provide assessment criteria and sample examination questions.

**ASSIGNMENT.**

The training center nor its instructors may not assign or transfer this agreement, or any rights or obligations under this agreement, without the prior written consent of the Company. The Company may assign or transfer this agreement, or any rights or obligations under this agreement, at any time without the prior written consent of the Instructor.

Initial \_\_\_\_\_ Date \_\_\_\_\_

**GOVERNING LAW.**

This agreement shall be governed by and construed in accordance with the laws of Nevada, where the Company is headquartered, without giving effect to any principles of conflicts of law.

By signing this document, the training center and their designated instructors agree to abide by all the policies stated in this agreement as well as all policies and guidelines of the Company.

I, (Training Center Representative) \_\_\_\_\_ agree to adhere to the policies outlined in this agreement. I understand that either party can terminate this contract without cause with at least a 30 days' notice. I understand that if I violate any sections of this contract my training center's status as an approved affiliate with Pet Emergency Education LLC and all of my instructors may be revoked and we will no longer be allowed to teach Pet Emergency Academy LLC programs/classes. If this agreement is terminated, we are still required to teach any remaining scheduled classes unless termination is the result of a contract violation. I also understand that once this agreement is terminated, we will no longer be considered a Pet Emergency Education LLC affiliated training center and will immediately cease using any Pet Emergency Academy LLC mark, name, logos, and materials such as class PowerPoint presentations and manuals for any purposes.

\_\_\_\_\_  
Training Center Representative Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Training Center Representative Signature

\_\_\_\_\_  
Pet Emergency Academy LLC Representative Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Pet Emergency Academy LLC Representative Signature

Initial \_\_\_\_\_ Date \_\_\_\_\_