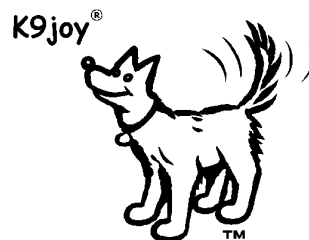




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## Flat-fee Agreement regarding engagement of Mogens Eliassen for teaching/coaching/speaking

This agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ confirms the terms on which K9joy® accepts commitment to the following client (=“The Client”):

Name: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_ Phone: \_\_\_\_\_

In accordance with this assignment, K9joy® will provide the following teaching/coaching/speaking services with Mogens Eliassen as the instructor/speaker:

Date(s): \_\_\_\_\_

Location(s): \_\_\_\_\_

Assignment(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(If the above assignments refer to any of K9joy®’s standard seminars/workshops/courses as described on K9joy’s web site, those descriptions will make up part of this agreement. An outline of those activities and their objectives much be attached to this agreement, for instance in the form of printed copies of the relevant web pages. The list above must be a complete list of such attachments.)

Date and initials:



The terms for this service are as follows:

1. K9joy® will be responsible for bringing Mogens Eliassen to the location of the assignment(s), and The Client will be responsible for all practical arrangements connected to the assignment(s), including bringing the participants to join and pay, as outlined in detail below.
2. The Client is responsible for provision of adequate facilities for the assignment, including classrooms, training areas etc. A complete overview of the details of what is required is available on K9joy®'s web site at <http://k9joy.com/feeschedule.php>. A printed copy of this web page is attached to this agreement. The Client covenants that these requirements are understood and will be honored. If this turns out to *not* be case, K9joy® is released from all obligations in regards to payment of affiliate commissions (see point 10 below).
3. The Client is solely responsible for marketing and promotion of the event, and for accepting payments from the participants. The client may charge whatever fees he/she sees reasonable. Those fees are not necessarily related to what K9joy® charges The Client.
4. For each of the individual activities covered by this agreement, K9joy® will provide a copy master for student materials and handouts, typically as an electronic file. The JV-Partner will take care of printing of those materials for handout in a binder to all individual participants, in accordance with K9joy®'s instructions.
5. K9joy® may, at its own discretion, announce the event on its web site, referring to The Client for more information and sign-up. K9joy® will *not* accept sign-ups itself.
6. The Client provides to K9joy® the following payments:
  - a) **A non-refundable DEPOSIT** (=“The Deposit”),  
 in the amount of US\$ \_\_\_\_\_,  
 payable no later than \_\_\_\_\_;
  - b) **A remaining FLAT FEE**, covering the balance of all monies owed to K9joy® in accordance with this agreement (=“The Flat Fee”), regardless the number of participants; The Flat Fee is agreed to be  
 in the amount of US\$ \_\_\_\_\_,  
 payable no later than \_\_\_\_\_.

Date and initials:



7. K9joy® and Mogens Eliassen will be committed to scheduling and preparing the activities and the necessary travel covered by this agreement when K9joy® has received all of the following:
- A signed original of this agreement.
  - A signed original of the [Payment Schedule](#) for this agreement, outlining the current banking information and the acceptable ways for The Client to pay (see further details in point 9 below).
  - The agreed Deposit.

This agreement is valid from the date the last of the above events happens, and till then, K9joy® assumes no responsibility for delivering the services.

8. The Deposit is fully refundable if and only if K9joy® or Mogens Eliassen cancels the assignment for reasons not related to the client. This will only happen in case of extreme emergencies over which neither K9joy® nor Mogens Eliassen has any control.

If K9joy® receives The Deposit later than agreed, K9joy® reserves the right to not accept the assignment on those conditions by returning the funds to The Client within 5 business days.

9. Payments are accepted
- by cash,
  - by certified bank draft or International money order
  - by registered mail/courier to K9joy®, or
  - by wire transfer,

at this time. Payment can be handed out to Mogens Eliassen or to another authorized K9joy® representative. The relevant banking information is provided in the [Payment Schedule](#) for this agreement, and the agreement is only valid when both The Client and K9joy® have signed that Payment Schedule. K9joy® retains the right to change this banking information any time and will notify The Client when this happens.

10. The Client is welcome to sign up as K9joy® affiliate, prior to the assignment. This will make it possible for The Client to receive affiliate commissions on all sales of K9joy® products during the assignment.

For this, The Client must provide to all participants an order form that enables the participants to order K9joy® products at the event, as well as products/services held in commission by K9joy® and subject to K9joy®'s affiliate program. K9joy® will provide its own catalog as a master/base for such an order form. If the order form is anything but a plain copy of



K9joy®'s catalog, it must be submitted for K9joy®'s approval no later than 14 days before the assignment.

The Client is welcome to also include with the order form a brief introduction or reference to his/her own business/organization, as long as this is done in a way that does not refer to K9joy® or indicates any endorsement of The Client's business/organization from K9joy®'s side.

11. In case The Client does not provide such an order form or did not submit it for approval, or did not follow K9joy®'s requests for editing, K9joy® retains the right to provide its own order form or catalog as handout – in which case The Client not be entitled to commissions on the sales obtained at the event.
12. K9joy® retains the right to video-tape all events and to use the recordings under reference to its own exclusive copyrights. K9joy® will request permission from the audience to do so, and will expect The JV-Partner to facilitate that participants who do not want to be included on those video recordings are placed and identified so K9joy® can easily avoid including them.
13. This agreement can be cancelled with written notice. E-mail that is acknowledged received will constitute such notice.
14. If K9joy® cancels the agreement, any payments received will be paid back. K9joy® will further hold The Client harmless for any documented non-refundable costs incurred by The Client for room reservation and paid advertising during the time the agreement was in force.
15. If The Client cancels the agreement, K9joy® is instantly released from all obligations included in this agreement. The Deposit is non-refundable and will cover K9joy®'s non-specified preparation costs, such as travel cancellation fees and lost revenue.

If the client's cancellation is received *after* Mogens Eliassen has commenced travel or committed payment for travel, the client is liable for payment in full as agreed. In case of the client's cancellation, Mogens Eliassen is free to use his time as he sees fit, including commencing travel home instantly upon arrival.

16. The Client covenants that the fees payable in accordance with the [Payment Schedule](#) of this agreement are part of this agreement, and that any attempt from The Client's side to revoke a payment that was paid to K9joy® and received by K9joy® in good faith, shall be considered a fraudulent breach of this agreement that entitles K9joy® to the maximum possible compensation



for damages permissible by law. It shall further be considered aggravating circumstances if The Client attempts to do so without first negotiating with K9joy® a solution to the underlying problem that might be considered a reason for such action.

- 17. This agreement is subject to the laws of the State of Idaho, in case of legal disputes beyond what the parties can resolve on their own.

The parties signing below covenant that they are duly authorized to bind the party they represent, and that they are not aware of this agreement in any way infringing on any third parties' rights:

**Date:** \_\_\_\_\_

**Client Signature:** \_\_\_\_\_

The above assignment is accepted by K9joy®:

**Date:** \_\_\_\_\_

**K9joy® Signature:** \_\_\_\_\_