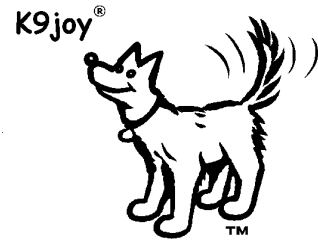




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## Joint-Venture Agreement regarding engagement of Mogens Eliassen for teaching/coaching/speaking

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

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 services of this agreement will be provided under the following terms of a Joint Venture:

1. K9joy® is responsible for bringing Mogens Eliassen to the event and for his performance. The JV-Partner is responsible for everything else, including everything related to organization, facilities, marketing, handouts, logistics, etc., subject to the details of this agreement, as outlined below.
2. The JV-Partner and K9joy® will pay for their own expenses related to their respective responsibilities, including travel.
3. The JV-Partner and K9joy® will split the total revenue collected from the participation fees. The split will be in the following ratio:  
K9joy®: \_\_\_\_\_ The JV-Partner: \_\_\_\_\_
4. K9joy® will pay standard affiliate commissions to The JV-Partner on all sales of K9joy® products made at or during the assignment, under terms outlined in point 12.
5. The JV-Partner is responsible for provision of adequate facilities for the assignment, including classrooms, training areas etc. The details of what is required are 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 JV-Partner covenants that these requirements are understood and will be honored. If they are not, K9joy® will be under no obligation of paying any affiliate commissions for any sales during the assignment (see point 12 for further details).
6. The JV-Partner is solely responsible for marketing and promotion of the event, and for accepting payments from the participants. The JV-Partner may charge whatever fees he/she sees reasonable.
7. For each of the individual activities covered by this agreement, K9joy® will provide a copy master for student materials and handouts, typically as electronic files. 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.
8. The JV-Partner is responsible for submitting to K9joy® a complete list of participants, including their first and last names, e-mail addresses, and phone numbers. This list must be in K9joy®'s hands no later than two weeks before the assignment.



9. K9joy® may, at its own discretion, announce the event on its web site, referring to The JV-Partner for more information and sign-up. K9joy® will *not* circumvent The JV-Partner by accepting sign-ups itself.

10. The JV-Partner will pay an up-front prorated payment to K9joy® (=“The Deposit”), covering K9joy®’s minimum expected revenue from attendance fees. The Deposit will be determined by K9joy® in accordance with the specific character of the assignment, its location, and the estimated travel costs, and it will be non-refundable, regardless the attendance obtained for the assignment by The JV-Partner.

The Deposit is agreed to be in the amount of \_\_\_\_\_ , payable no later than \_\_\_\_\_ .

The Deposit is fully refundable if and only if K9joy® or Mogens Eliassen cancels the assignment for reasons not related to the JV-Partner. 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 JV-Partner within 5 business days.

11. K9joy® and Mogens Eliassen will be committed to scheduling and preparing the activities and the necessary travel covered by this agreement when K9joy® as received all of the following:

- A signed original of this agreement, by mail, fax, or as e-mail attachment.
- Likewise, 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 **Error! Reference source not found.** below).
- The Deposit.

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

12. 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.

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

For this, The JV-Partner 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 JV-Partner's 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 JV-Partner is welcome to also include with the order form a brief introduction or reference to his/her own business/organization.

In case The JV-Partner 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 JV-Partner will not be entitled to commissions on the sales obtained at the event.

14. 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 in the recordings.
15. This agreement can be cancelled with written notice. E-mail that is acknowledged received will constitute such notice. The JV-Partner's lack of payment of a scheduled fee payment at the agreed time will also constitute sufficient reason for K9joy® to instant cancellation of the agreement.
16. If K9joy® cancels the agreement, any payments received will be paid back. K9joy® will further hold The JV-Partner harmless for any documented non-refundable costs incurred by The JV-Partner for room reservation and paid advertising during the time the agreement was in force.

If The JV-Partner 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, including travel cancellation fees and lost revenue.
17. The JV-Partner covenants that the fees payable in accordance with the [Payment Schedule](#) for this agreement, and that any attempt from The JV-Partner'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 JV-Partner attempts to revoke any payment without first negotiating with K9joy® a solution to the underlying problem that might be considered a reason for such action by The JV-Partner.
18. 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:** \_\_\_\_\_

**JV-Partner Signature:** \_\_\_\_\_

The above assignment is accepted by K9joy®:

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

**K9joy® Signature:** \_\_\_\_\_