

Dog Services Agreement

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("**Agreement**") dated _____, 20__ is between JD's Pet Sitting, LLC ("**Company**") and _____ ("**Owner**") regarding Owner's pet(s) (each and collectively, the "**Pet**").

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, Company and Owner agree as follows:

1. **Payment.** All charges incurred by Owner with respect to Pet shall be due and payable in full upon pick up of Pet (Note: 50% non-refundable deposit is required to make reservation). Owner acknowledges and accepts the terms and finance charges set forth in the current fee schedule as the same may be modified by the Company without prior notice to the Owner. Amounts due on Owner account which remain unpaid thirty (30) days after the service date will accrue interest (from the due date) at the rate of 1.00% per month (12% annually) or the maximum amount allowable by applicable law, whichever is less. Owner agrees that Company may keep a credit card on file to charge Owner for all fees and charges. Any charges not paid in full upon an owner or owner's agent picking up his or her pet will be charged to the credit card on file. Owner understands that all daycare and boarding packages, once purchased, are nonrefundable, non-transferable and expire 12 months after purchase unless otherwise stated. Owner agrees that services can only be paid by active package credits (i.e. cannot buy a package to pay for services that have been completed). Owner is responsible to pay for all services rendered, add-ons and for all veterinary costs incurred by Company for Pet. Owner agrees to be responsible for all costs of collection including reasonable attorney fees

2. **Reservations, Drop-off and Pick-up.** Special Instructions. Owner understands that Company requires reservations for both boarding and daycare and Company requires 24-hour notice of cancellation, if Pet does not show up, or if Owner cancels the reservation with less than 24-hour notice, Owner will be charged for that missed day(s) of daycare or boarding including the full price for any multiple day reservations. Pet shall be on a leash while entering or leaving the property. For boarding, Owners are encouraged to drop off Pet by 12:00 p.m. on the check-in day. On pick-up day, if Pet is not picked up by 12:00 p.m., Owner shall be charged for daycare for the pick-up day plus any additional boarding or daycare charges. Additionally, Owner acknowledges and understands the business hours of Company and that the Company may charge an early drop-off or late pick-up charge as outlined on the Company's current fee schedule.

3. **Walking Program Risks; Owner Responsibility for Behavior of Pet.** Owner acknowledges and agrees that Pet will face the inherent risks associated with social atmospheres, mixing with pets of various other breeds and public exposure generally. A comprehensive overview of all variations of potential risks is beyond the scope of this Agreement. However, by entering into this Agreement and enrolling your pet into the walking program, you acknowledge the risks associated with such program, including without limitation the risks associated with: (i) mixing your Pet with other pets of differing breeds, (ii) if included, transporting your Pet to and from the selected destination locations by automobile (and all associated risks with transportation generally), (iii) exposure to other animals and insects for which your Pet may not be familiar

including domesticated and undomesticated animals, (iv) exposure to other persons unaffiliated with the Company; (v) exposure to motorized and unmotorized vehicles, and (vi) unforeseen conditions and circumstances that may put the health and safety of your Pet at an increased risk of illness or injury or cause your Pet to react in an abnormal way. Participation in the walking program is at your own risk. While the Company will take all commercially reasonable precautions to ensure the health and safety of each Pet in our care, we cannot protect participants against all potential risks. Owner understands that fractious pets are not permitted and that if Pet acts aggressively or exhibits unacceptable behavior such Pet may, at the sole discretion of the Company, may no longer be eligible to participate in the walking program. Owner represents and warrants that Pet has not harmed or shown aggressive or threatening behavior toward any person or any other pet. Owner is fully responsible for the actions and behavior of Pet. Owner understands, acknowledges and agrees that, as between you and the Company, Owner shall be liable for any and all claims, costs, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature, arising from or relating to, the behavior of Owner's Pet, including without limitation, claims by third parties for damage, loss or injuries resulting from bites or attacks on such third parties by Owner's Pet. Incidents, injury, damage or loss caused by your pet may be governed by applicable state liability laws. The Company will cooperate with appropriate law enforcement authorities to provide requested information regarding any situation that arises. If required by local law, Owner shall carry applicable liability insurance sufficient for the pet care services you request, the risks associated with such services and as mandated by law.

4. **Additional Owner Representations**. Owner represents, covenants, and warrants to the Company that: (1) Pet is owned by Owner, (2) Owner has disclosed all material information about Pet to Company, including any pre-existing medical conditions and other behavioral issues that may be relevant to the Company, and (3) Owner has complied with all laws and ordinances applicable to Owner's Pet, including ensuring your Pet is licensed as required by local law. Owner agrees to provide accurate information about Owner and Owner's Pet and keep this information up-to-date with the Company at all times.

5. **Vaccinations; Health of Pet**. Owner represents and warrants that Pet is current with all required vaccinations and has provided Company with valid proof of vaccinations. For dogs: Rabies, Distemper combo and Bordetella are required. The Company may also require Canine Influenza, Lepto, and Lyme vaccinations. At the time of services, all of Owner's Pet are also free from fleas, ticks and other pests and have not been exposed to any contagious disease within 14 days prior to date of service. Owner shall keep the Company informed of all changes in Pet's health, and vaccination updates.

6. **Consent to Emergency Care; Use of Non-Pet Labeled Products**. In the event of an injury or illness, Company will make reasonable efforts to contact Owner and Emergency Contact (defined below) should Pet, in Company's determination, need medical care. If Company is unable to contact Owner or Emergency Contact, or if such emergency might not provide the time to do so prior to the administration of care, Owner hereby consents and authorizes Company to take such actions which Company determines, in its sole discretion, is necessary to care for Pet, including without limitation to secure emergency veterinary care. Owner authorizes the veterinarian to communicate with Company concerning any pertinent medical information concerning Pet. Owner authorizes Company and any veterinarian to perform the services necessary for the best care of Pet and grants Company, or its employees or agents full power of decision with respect to decision making involving the medical treatment of Pet. Owner agrees to be 100% responsible for all veterinary and emergency services for Pet. Owner hereby further consents to the use of products not labeled for use on pets for the purposes of medication administration and/or to entice eating of

Pet. This may include peanut butter, white rice, chicken broth or boiled chicken breasts, pumpkin or other similar items. Owner understands that there is risk of injury while at daycare or boarding. In the event Pet passes away, Owner will be notified immediately of the situation and Pet will be taken to a veterinarian if possible or will be held at Owner's request for up to 24 hours.

7. **Emergency Contact.** Owner agrees to provide an adult over the age of 18 as an emergency contact for Pet ("**Emergency Contact**"). The Emergency Contact must be someone other than Owner. If Company cannot reach Owner, Owner authorizes Company to contact Emergency Contact. Owner agrees that Emergency Contact has full authority to make all decisions regarding Pet, Pet's health care, and expenditure of funds for Owner on behalf of Owner and Pet.

8. **Waiver; Release; Covenant Not to Sue.** OWNER, FOR HIM OR HERSELF, AND OWNER'S SUCCESSORS AND ASSIGNS, DOES HEREBY WAIVE, RELEASE AND HOLD COMPANY AND ITS MEMBERS, MANAGERS, EMPLOYEES, INDEPENDENT CONTRACTS, AGENT, AFFILIATES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "**RELEASEES**") HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, DEMANDS, CAUSES OF ACTION, OBLIGATIONS, RIGHTS, COVENANTS, CONTRACTS, CONTROVERSIES, PROMISES, DEBTS, COMPENSATION, COSTS, DAMAGES, EXPENSES, JUDGMENTS OR LOSSES NOW EXISTING OR ARISING IN THE FUTURE, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, SUSPECTED OR UNSUSPECTED, BY REASON OF ANY CAUSE, MATTER OR THING WHATSOEVER (COLLECTIVELY, "**LOSSES**") RELATING TO OR ARISING OUT OF COMPANY'S ACTIONS UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE INJURY, ILLNESS, DEATH OR LOSS OF PET OR THE LOSS OR DAMAGE TO PERSONAL PROPERTY OF OWNER OR PET. OWNER EXPRESSLY ASSUMES THE RISK OF INJURY, ILLNESS, DEATH, LOSS OF PET OR LOSS OR DAMAGE TO PERSONAL PROPERTY. OWNER COVENANTS NOT TO COMMENCE OR PROSECUTE, OR CAUSE, PERMIT OR ADVISE TO BE COMMENCED OR PROSECUTED, ANY ACTION OR PROCEEDING AGAINST THE COMPANY, ANY RELEASEE, OR COMPANY'S INSURER, AND DOES HEREBY FOREVER RELEASE AND DISCHARGE THE COMPANY AND ALL OTHER RELEASEES FROM LIABILITY UNDER ANY SUCH CLAIMS OR ACTIONS.

9. **Indemnification.** Owner hereby agrees to indemnify and hold Company, and all Releasees harmless from any and all liability, claims, injury, or damages resulting from the actions of Pet brought by any third party. Owner assumes all liability for the actions of Pet including without limitation the injury, illness, death, loss or damage to personal property of other Company customers (owners or pets), Company personnel (including any Releasee), or any third party caused by Pet. Owner further agrees that Owner shall promptly pay (or reimburse) all such persons for all Losses incurred by such third party. This indemnification includes, but is not limited to, attorneys' fees, expenses and defense costs the Company will incur responding to or defending against any claim to which this indemnification applies. Owner further hereby agrees that Company may release Owner's contact information to any such third party suffering injury, illness, death, loss or damage to personal property reasonably believed to be caused by Pet.

10. **Consent to Contact and Marketing Communications.** Owner expressly consent to receive and accept communications from Company relating to the services under this Agreement, including via e-mail, telephone calls and text messages (including by an automatic telephone dialing system or a prerecorded

voice message), push notifications or other comparable means at any of the e-mail addresses and/or telephone numbers provided by Owner to the Company. Owner further agrees that the foregoing authorized communications may be initiated for any transactional, customer service, advertising, marketing, promotional, debt collection, account administration or other purpose. If you receive a marketing communication from Company, you may opt-out of receiving future marketing calls by communicating a do-not-call request, by following the unsubscribe instructions provided to you in such communication, or by contacting the Company. You agree that Company and our representatives will not be responsible for honoring opt-out requests communicated through other channels. Standard text messaging and data charges charged by your wireless service carrier will apply to text messages sent by the Company. You represent and warrant that you are authorized to approve the receipt of calls and text messages at any telephone number you provide to us in connection with your account. Please be advised that if you opt out of marketing communications, the Company may still send you communications about your account or any transactions between Owner and the Company. Owner further acknowledges that option out of receiving text messages or other communications may impact your satisfaction with the services offered under this Agreement. Owner further acknowledges that Owner is not required to consent to receive marketing communications as a condition of purchasing the goods or services under this Agreement.

11. **Consent to Use Photos and Videos; Ownership of Content.** Owner acknowledges and agrees that Pet may be videotaped, photographed and recorded and that Pet may be on live video. Owner agrees to allow Pet to be used in any and all media and in the promotion, advertising, sale, publicity and any marketing of Company and that such content may be posted, uploaded, shared, stored or otherwise distributed by any means. Owner agrees that Owner shall not have any right, title or other ownership interest in such pictures, videos or other forms of recorded media, and that the use of such media, including the posting and display of such media is within Company's sole discretion. Company hereby grants Owner a limited, revocable, non-exclusive license to copy and use photos, videos and other forms of recorded media of Pet that are made available by Company, solely for non-commercial purposes.

12. **Miscellaneous.** If any legal action is brought to enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees. The parties understand that this Agreement shall not be construed against the drafter. Any term or provision of this Agreement that is determined to be invalid or unenforceable in any situation in any jurisdiction will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. The parties hereto further agree to replace any such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the fullest extent possible, the economic, business and other purposes of such void or unenforceable provision. No party, to the maximum extent permitted by applicable law, shall be liable to the other party for any special, incidental, consequential, pain and suffering, emotional distress, punitive or exemplary damages whether such liability arises from any claim based upon contract, warranty, tort, strict liability or otherwise and whether or not the other party has been advised of the possibility of such damages. All terms and conditions of this Agreement shall be binding on the heirs, administrators, personal representatives and assigns of Owner. This Agreement constitutes the sole and entire agreement between Owner and Company and supersedes all prior and contemporaneous understandings and agreements, both oral or written, respecting the subject matter herein.

13. **Acknowledgement.** Owner has read, understands, and agrees to the provisions of this Agreement. Owner agrees that all information provided to Company is accurate including any application or separate information sheet.

(Pet) OWNER:

Signature: _____

Name: _____

Please submit signed copy along with proof of current vaccines

Reminder for dogs: Rabies, Distemper combo and Bordetella are required.

Pet Emergency Contact, note must be someone other than owner

Name: _____

Phone: _____

Pet Veterinary Contact Information

Veterinary Office: _____

Doctor's Name: _____

Address: _____

Phone: _____

COMPANY:

Signature: _____

Name: _____

Its: Authorized Representative