

PET CARE SERVICES AGREEMENT

This Pet Care Services Agreement (“Agreement”) is entered into between **J9’s Canine’s LLC** (“Provider”) and _____ (“Client”).

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Term

The term of this Agreement shall commence on the date of full signature and continue until the Services are complete and full payment, including expenses, has been rendered.

2. Client Contact Information

Name: _____ Phone: _____

Address: _____

Email: _____

Pet 1 Name: _____ Type: _____ Age: _____

Pet 2 Name: _____ Type: _____ Age: _____

Pet 3 Name: _____ Type: _____ Age: _____

3. Services Performed

It is understood and agreed that the obligations and covenants contained in this Agreement shall apply to all services provided by Provider to Client in the future. Provider will notify Client of price changes for services prior to new assignments.

Provider agrees to provide pet care and other related services on an as-needed basis upon Client’s request. Such services may include, but are not limited to, pet sitting, dog walking, client home care (drop in visits) and plant care. In consideration for such services, Client agrees to pay Provider the current rates in effect at the time that Provider provides the requested services to Client.

Provider’s services will be provided in accordance with Client’s written instructions and requests subject to the terms, conditions and limitations set forth herein which shall govern in the event of a conflict.

For dogs and cats, Client must ensure that each pet's collar includes Client's current contact information and a current rabies vaccination tag.

Client is solely responsible for pet-proofing Client's Residence, both inside and out, including securing doors, fences, gates, latches and openings which could potentially result in escape.

4. Payment

First time clients or clients with a history of late payment (more than three late payments) must pay in advance before services. Otherwise, payments are due on the first day of service or as mutually agreed by Provider and Client. If services are not completed fully, Client may request a refund from Provider for visits/days not completed if Provider is at fault.

An insufficient funds fee of \$35.00 will be assessed for any returned payment.

A finance charge of ten percent (10%) per month will be added to unpaid balances after fifteen (15) days.

A \$15 last-minute booking fee will be applied to each visit scheduled with less than 24 hours of notice. Additionally, Client to pay \$12 for pick up or drop off service for clients who live within 5 miles of Provider residence (Berkley, Michigan).

5. Holiday Rates

For Holiday Rates, add \$5 extra to standard 30-minute visit/trip and \$10.00 extra for overnight boarding for the following Holidays: Michigan Public School Mid-Winter Break Week (7 days), Easter Day, Memorial Day/Weekend (4 days = Friday-Monday), The week of Fourth of July (7 days), Labor Day/Weekend (4 days = Friday-Monday), Thanksgiving Day, Day after Thanksgiving, Week of Christmas Eve to New Year's Day (December 24-January 1).

6. Supplies

Client will be responsible for furnishing all necessary items for the requested pet care, including, but not limited to, adequate food and water supply, medications, crate/bedding, travel equipment, well-fitting collars and leashes, pet waste bags, cat litter, cat litter scoop, and appropriate equipment for safe handling. If necessary, Client hereby authorizes Provider to restock such supplies. In the event of a restock errand, Client will reimburse Provider the actual cost of the supplies as reflected in the receipts for purchase, plus a \$15.00 service charge.

7. Pet Safety

Client shall be solely responsible for disclosing to Provider the existence of all pets in the home and any pet allergies, illnesses, health conditions, habits or behaviors (e.g. aggressiveness, biting, escaping, favorite hiding places) that could impact Provider's provision of services or safety.

Client authorizes Provider to use all means reasonably necessary in Provider's discretion to keep Client's pet(s) safe and healthy while providing services under this Agreement. This includes, but is not limited to, isolating an ill, injured or aggressive pet in a separate room or crate and/or seeking medical attention for an ill or injured pet.

Client acknowledges that Provider must meet all pets with Client present prior to first reservation. All pets being cared for by Provider must belong to Client. If other pets will be present for Provider reservation, those pets' owners must sign new client paperwork and meet with Provider in advance of reservation.

In the event Provider, in his or her discretion, deems veterinary treatment is necessary, Provider will first attempt to contact Client. If Client cannot be reached, Provider will attempt to contact the designated Emergency Contact(s). If neither party can be reached, Client authorizes Provider to seek treatment from a veterinarian pursuant to the emergency form executed herewith and incorporated herein by express reference. It is to be noted that the amount on the veterinary authorization form is the maximum allowable expense for life saving measures. In the event that life-saving measures exceed this amount, Client understands that pet is at risk for further injury, illness, or even death. In the event that the pet is suffering, the pet, at the discretion of the veterinarian and Client, may be humanely euthanized.

For dogs and cats, Client represents and warrants that pets subject to this Agreement will remain current with Rabies, Distemper, and Bordetella vaccinations during the duration of this Agreement. For dogs, Client represents and warrants that pets subject to this Agreement receive regular heartworm testing and monthly heartworm and flea and tick prevention and will remain current on same during the duration of this Agreement. Provider reserves the right to request veterinary records from Client to ensure compliance with this Section of the Agreement at any time while this Agreement is in force.

Client acknowledges that Provider may not be able to evacuate pets from the Client's home in the event of a natural disaster (e.g., tornado).

8. Access to Home

If it is necessary for Provider to enter Client's Residence to provide services under this Agreement, Client shall provide an adequate means of accessing and securing the Residence, including, but not limited to, a key or keys; an alarm code and clear instructions for arming and disarming any security devices in operation; and, if applicable, a guest pass or access code for entry into a gated community.

In the event the Provider is unable to enter the Residence, Client hereby authorizes Provider to employ a locksmith to provide access. Should the services of a locksmith be required due to Client's failure to provide a proper means of access or the malfunction of a lock or other door opening mechanism, Client shall reimburse Provider for all costs incurred in connection therewith.

When appropriate, Client agrees to notify neighbors that Provider is providing services at the Residence in order to prevent unnecessary contact with neighborhood security and/or police.

For security and the safety of the Provider, Client shall notify Provider in advance if other people will be accessing the Client's residence during the dates of Provider reservation.

Client will give Provider two working residence keys. One key is used as a backup and used for emergency purposes, lockout, or if a second person is helping out on the job. The other key is for the Provider. If Client provides only one key, Client will be charged \$5.00 for each key made. All keys are locked up when not in use,

If Client does not want Provider to retain keys, a fee of \$15.00 will be collected at the time of the consultation to return Client's keys to Client via Certified Signature Confirmation USPS mail.

9. Alarm

Location of Alarm Keypad: _____

Alarm Deactivation Code: _____

Alarm Activation Code: _____

Alarm Company Name: _____

10. In-Home Camera Policy

Client understands and agrees that Provider has a reasonable expectation of privacy at certain areas on Client's property. As such, no device(s) will record anything done or said in any bathroom(s) on Client's property. In addition, prior to

visit, Client must inform Provider if cameras or recording devices are present within Client residence.

11. Indemnification and Limitation of Liability

Client acknowledges and agrees that Client is solely responsible for any and all injuries or damages caused by Client's pet(s), including, but not limited to, physical injuries to Provider personnel and third parties and damage to property owned by Client, Provider, Provider's personnel and third parties.

To the fullest extent permitted by law, Client agrees to indemnify, defend, and hold harmless Provider, Provider's employees, and Provider's agents from and against any and all claims, damages, losses, or penalties, including, but not limited to, medical expenses, attorney's fees and costs, arising from or related to injuries or damages to persons or property caused by Client's pet or pets, including, but not limited to, injuries to Provider's personnel or third parties and damage to property owned by Client, Provider, and Provider's personnel.

To the fullest extent permitted by law, Client hereby covenants not to sue and releases Provider, Provider's employees, and Provider's agents (collectively "Releasees") from any and all causes of action, claims or demands of any nature whatsoever (except to the extent arising from a Releasee's gross negligence or willful misconduct) which the Client may now have or have in the future against Releasees on account of personal injury, property damage/loss, death or accident of any kind, including claims relating to injury, loss, or death of Client's pet(s) and damage to, theft, or loss of Client's property.

Client fully understands and agrees that Client will be solely responsible for any injuries sustained in connection with Provider's provision of services under this Agreement, including loss or injury to Client's pet(s), property damage or loss/theft of Client's property, and that Client is relieving Releasees of liability for such loss, injury or damage (other than as a result of a Releasee's gross negligence or willful misconduct).

Without limiting the generality of the foregoing section, if Client's security system generates a false alarm in connection with Provider's provision of services under this Agreement and a fee or penalty is assessed, Client acknowledges that such fee or penalty shall be Client's sole responsibility and hereby releases and waives any claims against Provider.

12. Cancellation

A 50% cancellation fee will be assessed for cancellations that occur less than 24 hours prior to the scheduled service.

A 50% cancellation fee will be assessed for cancellations that occur with less than one week's notice of a major holiday.

13. Assignment

This Agreement may not be assigned by either party without the prior written permission of the other side.

14. Termination

Provider reserves the right to terminate the provision of services under this Agreement in its sole discretion in the event Provider determines that instructions given for care are causing harm or neglect to Client's pets. Provider has the pets' best interest at heart and refuses to take part in care that is neglectful or harmful to the pet. In such event, Provider will first attempt to contact Client to make alternative pet care arrangements. If Client cannot be reached, Provider will attempt to contact the designated Emergency Contact for such purpose. If neither party can be reached, or if Provider and Client or Client's Emergency Contact are unable to mutually agree upon alternative pet care arrangements, Client hereby authorizes Provider to place the pet in a kennel of its choosing, in which case all boarding or hospitalization and related charges, including transportation, incurred will be borne in full by Client.

Provider reserves the right to terminate the provision of services under this Agreement in its sole discretion in the event Provider determines that Client's pet poses an unreasonable danger to the health of itself, other pets, Provider, or other people. In such event, Provider will first attempt to contact Client to make alternative pet care arrangements. If Client cannot be reached, Provider will attempt to contact the designated Emergency Contact for such purpose. If neither party can be reached, or if Provider and Client or Client's Emergency Contact are unable to mutually agree upon alternative pet care arrangements, Client hereby authorizes Provider to place the pet in a kennel of its choosing, in which case all boarding and related charges incurred will be borne in full by Client.

15. Force Majeure

Provider will not be liable to the Client for any loss resulting from an act of God, natural disaster, an emergency or accident of any kind, an act of the public enemy, war, general arrest or restraint of government and people, civil disturbance or similar occurrence, terrorist attack, general disruption of the Internet, or general inability of national carriers to make scheduled deliveries.

16. Governing Law

This Agreement shall be governed by the laws of the State of Michigan without giving effect to the principals of conflicts of law. The parties consent to jurisdiction and venue in the courts located in the State of Michigan.

17. Entire Agreement

This Agreement constitutes the entire agreement between the parties with regard to the subject matter hereof and supersedes all prior agreement and understandings, both written and oral.

If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

Provider

Client

Signed: _____

Signed: _____

Printed: _____

Printed: _____

Date: _____

Date: _____