

Service Agreement & Veterinary Release

This Pet Care Agreement (This “Agreement”) dated _____, 20____, is an agreement between Happiness is Pets, a Colorado limited liability company (“**Happiness is Pets**”) and _____ (“**Client**”). Client authorizes Happiness is Pets to perform the services outlined in this Agreement (the “**Services**”). Prior to starting the Services, Client shall provide Happiness is Pets with a new client information form. Client agrees to notify Happiness is Pets of any changes to the information contained in this Agreement or the client information form.

Service Dates and Times:

Service(s) needed:

Dog Walking Service Pet Visit Home Care Special Care Visit

Overnights

Other: _____

Travel Information (*if applicable*):

If needed, will we be able to reach you via cell phone? Yes No, not in a cell coverage area

What is your expected return date and time? _____

Please indicate home maintenance issues you would like for Happiness is Pets to take care of:

Bring in mail

Alternate lights

Set trash cans out

Water plants

Bring in paper

Open/close curtains

Thermostat

Television or radio

Visit specifics and details: _____

1. **Payment**

- a. **Price.** Client shall pay Happiness is Pets \$_____ for the Services. When the Service is scheduled, Happiness is Pets will send Client a confirmation email along with an invoice. The invoice amount is due on the first day of Service.
- b. **Returned Check Fee.** Client shall reimburse Happiness is Pets, within 5 business days, for any fees charged to Happiness is Pets if Client's check causes a returned check fee or nonsufficient funds fee. Refer to Happiness is Pets website for terms and conditions.
- c. **Holiday Period.** Holidays are defined as New Year's Eve and New Year's Day, Memorial Day weekend, the 4th of July weekend, Labor Day weekend, the week of Thanksgiving, the week of Christmas, and any other days that Happiness is Pets may define as a Holiday from time to time.
- d. **Late Payments.** Any payment not actually received by Happiness is Pets on or before payment due date is overdue, unless the parties have established an alternative payment method. If any payment is not received within 20 days after the last day of the Service, Client shall pay Happiness is Pets a \$25 late fee immediately upon demand, in addition to the overdue amount. Happiness is Pets will charge Client an additional \$25 late fee for every month a balance is not paid. Fees associated with collecting the debt after 60 days past-due must also be paid by Client.

2. **Cancellations and Rescheduling.** Client shall inform Happiness is Pets of any Services changes or cancellations at least 5 days in advance of the scheduled service. In the event Client reschedules the Service, Happiness is Pets will apply any payment to the new service. Happiness is Pets may charge Client a cancellation fee and holiday cancellation fees in accordance with Happiness is Pets website terms and conditions.

3. **Home Access.** Client shall provide Happiness is Pets with a garage code, key box, key or other means to access the home. If a key is given to Happiness is Pets, Client agrees to allow Happiness is Pets to store it in a secure location on file for future services if necessary. If Client does not wish for Happiness is Pets to keep the key, the Client shall arrange for a time to pick it up. If Happiness is Pets provides key pick up and drop off services, Happiness is Pets may charge Client a fee in accordance with Happiness is Pets website terms and conditions.

- a. **Use of a Locksmith.** In the event of a malfunction of the lock, key, or automatic door opener, Client gives Happiness is Pets the authority to use the services of a locksmith. Client shall reimburse Happiness is Pets for any costs associated with the use of a Locksmith and Client shall hold Happiness is Pets harmless for consequences related to the activities of the locksmith.

4. **Emergency Care.** In the event that pet(s) being cared for require immediate medical attention, Happiness is Pets will attempt to contact the Client prior to obtaining emergency care. However, Client acknowledges Happiness is Pets has the authority to act in pet's best interest even if this means seeking medical attention prior to notifying Client. Client agrees to reimburse Happiness is Pets for any additional fees or expenses incurred while tending to emergency or veterinary care. Happiness is Pets will attempt to seek necessary medical attention at the pet's veterinarian listed on file. However, the pet may be taken to a closer animal facility if it would be in the pet's best interest.

5. **Inclement Weather, Natural Disaster, Act of War.** In the event of inclement weather, natural disaster, or act of war, Happiness is Pets is entrusted to use best judgment in caring for pet(s) and home. In the event of inclement weather, natural disaster, or act of war Happiness is Pets reserves the right to alter Services outlined.

6. **Visit Times:** Happiness is Pets does not accept time specific visits unless previously arranged, as we cannot guarantee exact visit times. Generally, visit times are coordinated to fall within a time window.
7. **Extra Services:** Any charges for unplanned services will be due within 5 days of completion of services. Happiness is Pets will send Client and invoice for any additional charges.

LIBABILITY. Happiness is Pets agrees to provide Services in a caring, responsible manner. The Client waives and relinquishes any and all claims against Happiness is Pets, its employees or independent contractors, except those arising from gross negligence. Client agrees to notify Happiness is Pets of any concerns related to the Services within 24 hours of return home.

1. **Emergency Contact.** Client shall provide Happiness is Pets with contact information for how to be reached while away. Client shall provide a name and phone number of someone who is authorized to handle any major problems that may arise. If Client or designated contact person cannot be reached in a timely manner, Happiness is Pets will act in the best interest of Clients pet and property.
2. **Visitors and Sharing of Service.** Client shall notify Happiness is Pets in advance if anyone will be entering or occupying Client's home while we are providing our Services. Unless Happiness is Pets receives instructions from Client, no access to the home will be granted to any visitor. Client shall notify anyone with access to the home of Happiness is Pets presence. Happiness is Pets will call the police without exception, on all intruders or suspicious acts. Happiness is Pets is not liable for Client's pet(s), home, or any damage when another service provider, friend, neighbor, or other pet care company, enters the home in our absence.
3. **Outdoor Access.** Happiness is Pets will not be held liable for the well-being or actions of any pet with unsupervised access to the outdoors. Client shall examine all electronic fences for proper functionality, including fresh batteries, before Happiness is Pets begins the service. Happiness is Pets is not responsible for any pets that get outside an electronic fence perimeter or any animals that get inside of a perimeter.
4. **Aggressive Pets.** Client shall inform Happiness is Pets of any history of aggressive behavior. Client is liable for any medical expenses or damages, including injury to any Happiness is Pets employees, contractors and others who come into contact with a pet, that are the result of an animal bite or injury due to a pet's aggressive behavior during the course of Happiness is Pets Service. Client is liable for any expenses, damages, or injuries caused to other animals that are the result of an animal bite or injury due to a pet's aggressive behavior during the course of Happiness is Pets Service.
5. **Vaccinations.** Client must be capable of providing Happiness is Pets with proof of current vaccinations for all pets. In the event a care giver is bitten or otherwise exposed to any disease or ailment received from the Client's pet, Client shall pay all costs and damages incurred. Happiness is Pets reserves right to refuse Service if the pet is not current on vaccinations.
6. **Medical Advice and Services.** Happiness is Pets does not diagnose, make any therapeutic decisions, or any offer veterinary services. Any veterinary or medical concerns will be referred to a veterinarian. Client understands that any medical care given to pets by Happiness is Pets is done so based upon the Client's instruction or the best judgment of the Happiness is Pets. Happiness is Pets does not provide licensed medical services.

7. **Future Services.** Client authorizes this signed Contract to be valid for future services without additional signed contracts or written authorization. Client has read this entire Agreement and understands its terms and conditions.

VETERINARY RELEASE. Client agrees and acknowledges that Happiness is Pets has been contracted to care for Client's pet(s) and gives express permission to seek professional emergency veterinary care should the need arise. Happiness is Pets will attempt to contact Client as soon as medical care is deemed necessary. However, in the event that Client cannot be reached immediately, Client authorizes Happiness is Pets to treat pet(s) and Client will be responsible for payment of any fees as stated below. This consent for treatment has no expiration date unless otherwise noted.

1. If the veterinarian listed in Client file is not available, Client agrees that another vet in the same practice may care for pet(s). If neither of these veterinarians are available, or it is in the pets' best interest, Client gives permission for Happiness is Pets to take pet(s) to the nearest animal hospital or emergency clinic.
2. Client gives permission for Happiness is Pets to approve treatment up to \$_____
3. Client understands that Happiness is Pets assumes no responsibility for the loss of any pet and is released from all liability related to transportation, treatment, and expense.
4. Other conditions, if any:

Happiness is Pets, LLC

Client

Signature: _____

Signature: _____

Courtney Clifton, Managing Member

Printed Name: _____

Date: _____

Date: _____