

Pet Care Service Agreement & Veterinary Release

This Pet Care Service Agreement and Veterinary Release (this "Agreement") is between Happiness is Pets, LLC, a Colorado limited liability company ("HIP") and the person(s) identified below ("Client"). This Agreement shall be governed by the agreements, terms and conditions on both its face and its back.

Service Dates and Times (indicate if on-going and how often): _____

Number/type of pets (price per Service specified below is for this number of pets): _____. (If different Service for different number of pets, specify next to Service)

Service(s) needed and price per Service. Service prices will be increased by ____% of the fee identified below for Services during Holiday Times.

- Dog Walking Service, \$ _____
- Pet Visit, \$ _____
- Home Care, \$ _____
- Special Care Visit, \$ _____
- Overnights, \$ _____
- Pet Waste Cleanup, \$ _____ per Visit/Day (Circle one) (Pet waste will not be removed from Client's property but will be placed in Client's waste receptacle.
- Other: _____

Deposit for ongoing Services: \$ _____

Contact Information:

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 tasks (applicable only to Overnights; Pet Waste Cleanup is a separate Service):

- 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: _____

Emergency Contact. Client hereby authorizes the following person to make any and all decisions on behalf of Client and to take custody of Client's pet(s) (provide all contact information): _____

HIP, however, is also authorized to make all (a) emergency decisions and (b) non-emergency decisions regarding Client's pet(s) and property if neither Client nor such emergency contact are available.

1. **VETERINARY RELEASE.** Client agrees and acknowledges that HIP has been contracted to care for Client's pet(s) and gives express permission to seek veterinary care should the need arise. Client authorizes HIP to authorize treatment of pet(s) and Client will be responsible for payment of all related fees and expenses. Client authorizes HIP to take the pet to any veterinary facility at its discretion, and authorizes all veterinarians in any such facility to treat Client's pet(s). This consent for treatment has no expiration date unless otherwise noted. 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. Client gives permission for HIP to approve treatment up to \$ _____.

Happiness is Pets, LLC:

Client:

Signature: _____
Courtney Clifton, its Managing Member

Signature: _____

Printed Name: _____

Date: _____

Date: _____

Terms and Conditions

- 1. General.** Client authorizes HIP to perform the services identified in this Agreement (the “**Services**”). Client shall provide HIP with a new client information form and notify HIP in writing of any changes thereto. The person providing the Services is not guaranteed unless specifically identified. Services are provided within a time window, not at a specific time unless specifically stated. In the event of inclement weather, natural disaster, or act of war, HIP will use best judgment in providing, and may alter Services at its discretion. Overnight visits presume a visit of 12 hours; Client shall incur a charge at the Hourly Rate (defined below) for longer visits. Client shall inform HIP of any Service changes or cancellations at least 5 days before the scheduled Service for non-Holiday Times and 14 days before the scheduled Service for Holiday Times; failure to do so shall result in a cancellation fee of 20% of the quoted fee for Services during non-Holiday Times and 60% of the quoted fee for Services during for Holiday Times. “**Holiday Times**” means New Year’s Eve, New Year’s Day, Memorial Day weekend, the 4th of July weekend, Labor Day weekend, Thanksgiving week, and Christmas week.
- 2. Price and Payment.** Client shall pay HIP for the Services as provided in this Agreement. HIP will send Client a Service confirmation email and invoice (the “**Initial Invoice**”). The Initial Invoice amount is due on the first day of Service. For ongoing Services, such as dog-walking, Client shall pay the deposit identified in this Agreement, and shall replenish such deposit upon notice; HIP will refund any unused deposit within ten (10) days of written request. Time spent for services in addition to those specifically identified in this Agreement (whether or not referenced in this Agreement and including but not limited to additional overnight visit time, time spent due to incident, pet illness or emergency (“**Additional Services**”) shall be invoiced at the hourly rate of \$20 (the “**Hourly Rate**”). Invoices for Additional Services are due and payable ten (10) days from the date of such invoice. If Client’s check causes a returned check fee or nonsufficient funds fee, Client shall pay HIP the amount of such fees and an HIP service fee of \$30. Any payment not received by HIP on or before payment due date is past due. If any payment is not received within 20 days of invoice, Client shall pay HIP the overdue amount and a \$25 late fee immediately upon demand, and a \$25 late fee for every month a balance is not paid. Fees associated with collecting the debt after 60 days past due shall also be paid by Client. HIP may increase its rate by advance notice to Client.
- 3. Property Access / Visitors.** Client shall provide HIP with a garage code, key box, key or other access means. HIP may store keys; otherwise Client is responsible to pick up such key or pay the drop-off fee of \$15. HIP may use a locksmith to gain entry and Client shall (a) reimburse HIP for all related costs and additional time (at the Hourly Rate) and (b) hold HIP harmless for consequences related to the use of such locksmith. Client shall notify HIP in advance if anyone will enter or occupy Client’s property while HIP is providing Services. Absent specific instruction, HIP will not grant access to any visitor. Client shall notify anyone with access to the property of HIP presence. HIP will call the police without exception, on all intruders or suspicious acts. HIP is not liable for Client’s pet(s), home, other property, or other person when anyone else enters the home, whether or not HIP personnel are present.
- 4. Vaccinations, Incidents, Pet Behavior, Outdoor Access.** Client must provide and update HIP with proof of current vaccinations for all pets prior to Services. In the event an HIP agent or a third party is bitten, injured or otherwise exposed to any disease or ailment received from the Client’s pet, Client shall pay all costs and damages incurred. HIP reserves right to refuse Service if proof of current vaccinations is not provided. Client shall inform HIP of any history of a pet’s aggressive behavior. Client is liable for any medical, veterinary, legal and other expenses or damages, including injury to any HIP employees, contractors and other person or animals resulting from injury due related to Client’s pet. Client shall examine all physical and electronic fences and barriers for proper functionality, including fresh batteries, before HIP begins the service; notwithstanding the foregoing, HIP shall not be liable for any pet with unsupervised access to the outdoors, including pets that get outside an electronic fence perimeter or any animals or persons that get inside of a perimeter.
- 5. Veterinary/Medical Care.** In the event that HIP determines, in its sole discretion, that Client’s pet requires medical attention, HIP has full authority to act in what it believes to be the pet’s best interest. HIP will attempt to contact the Client if it is able. Client shall reimburse HIP for all additional fees and expenses incurred, including for time spent at the Hourly Rate. HIP will attempt to seek medical attention at the veterinarian on file but may take the pet to a different facility. HIP does not diagnose, make therapeutic decisions, or offer veterinary/medical services. Any medical care given to pets by HIP is based upon the Client’s instruction or the best judgment of HIP.
- 6. LIBABILITY.** HIP will provide Services in a responsible manner. Client waives and relinquishes any and all claims against HIP, its employees or independent contractors, except those directly caused by the gross negligence or willful misconduct of HIP; Client shall not be entitled to any indirect or consequential damages. Client agrees to notify HIP of any concerns related to Services within 24 hours of such Service. Client shall defend, indemnify, and hold HIP, its members, employees, contractors and agents harmless from any and all claims arising out of this Agreement, except to the extent directly caused by the gross negligence or willful misconduct of HIP.