



Service Agreement

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1. Overview

Client identified below, enters into the agreement with Pawsitive Pet, its agents, affiliates, contractors, representatives, assistants and/or associates, herein referred to as PP, the contents of the agreement apply to the initial period of time during which services will be rendered, hereinafter referred to as "Service Period," as well as to any subsequent Service Periods in the future. Details of the services to be provided are expressed separately – in writing, orally or both – and may be changed from time to time upon Client's notification and PP's subsequent acknowledgment and agreement. Cost of services are based upon PP's published rates and fees, which are available for Client's review, and they are subject to change without notice.

2. Payment Terms

Unless otherwise mutually agreed upon, payment for the first service is due during the consultation visit. Payments for services thereafter will be charged up to 7 days prior to the start date. Client shall promptly pay all invoices from PP and may be required to pay certain fees in advance as determined by Pawsitive Pet. A late fee of \$10.00 will be charged for any invoices that are over ten (10) days overdue. Returned checks are subject to a twenty-five dollar handling charge, and may result in cash payment being required in advance for future services and/or to settle and existing outstanding balance. Accounts outstanding more than sixty days from the end of the Service Period may be turned over to a collection agency. Client agrees to pay all costs associated with the employment of such collection agency in obtaining or attempting to obtain the outstanding balance due and applicable late fee(s). If there are any complete cancellations of the booking, the client will be responsible for half the total invoice if canceled within four (4) weeks for overnight bookings and two (2) weeks for day visits from the starting date.

3. Urgent Animal Care

In case of an illness or injury during the service period that PP believes to threaten Client's pet(s) lives or quality of life, Client authorizes PP to attempt to secure prompt treatment and to authorize emergency first aid and/or medical surgical treatment at Client's veterinary clinic or emergency veterinary clinic. If Client's preferred clinic is not available, a clinic of PP's choosing will be utilized. Client agrees to be solely responsible for all expenses incurred resulting from such effort, even if unsuccessful, up to limits designated in writing, or if not available, at PP's discretion. Every effort will be made to contact Client but, due to the nature and urgency of some pet(s) health emergency, where time is of the essence, there may not be time to consult with Client and/or Client specified emergency contact(s).

4. Vaccinations

Client represents and warrants that pet(s) are currently vaccinated in accordance with all local and state laws and regulations.

5. Keys/Lockout

Two keys to the home will be given to PP to keep on file by the completion of the second booking. If a garage code is offered to gain entry, it is the Client's responsibility for any missed visits due to malfunction or power

outage. If a key is not retained by the third booking, a fee of \$25.00 will be incurred for pick up and drop off of the key. The Client expressly gives PP the authority to employ a locksmith on Client's behalf in the event of malfunction of a lock or key. It shall be the responsibility of Client to reimburse PP for all costs incurred.

6. Client's return and Extension of Service Period

PP assumes that Client arrives home on schedule but in the event of a delay in the Client's return, Client must contact PP at earliest opportunity. Service Periods may be extended by mutual agreement between PP and Client by email and/or phone. In cases of extenuating circumstances in which an emergency email or call is not possible or practical, PP may extend the Service Periods to accommodate the needs of the pets, plants and home for a maximum of seventy-two (72) hours. If no contact is made to PP within seventy-two (72) hours, PP reserves the right to surrender key(s) of the home and the care of its animal inhabitants to a pre-specified Emergency Contact, at which point the Service Period closes.

7. Food and Supplies

Client agrees to ensure that an adequate amount of food and/or other supplies are available, obtainable, in good condition, and in a location that PP can easily locate in the home prior to the commencement of the Service Periods and for the duration of the entire Service Period. Client understands that depletion of such food and/or other supplies would result in replenishment with the same or a reasonable substitute in any quantity at client's expense, plus applicable errand surcharges.

8. Security Systems

PP is not liable for any charges, fines, or other damages resulting from the malfunction or unintended triggering of a security system.

9. Property Damage

PP is not responsible for damage to Client's property caused by Client's pet(s) during the Service Period. If any neighbor, friend, family member, contractor, or other Client representative enters Client's home or property during a Service Period, PP is not responsible for damages or loss to Client's property.

10. Personal Injury

Client assumes responsibility for injuries and disabilities sustained by PP caused by clients' pets and/or home, including, but not limited to, bites, scratches, mauls, hazards, etc. PP generally does not provide service for aggressive animals. If client misrepresents an animals history of aggression, client may place PP at substantial risk and may be liable for significant punitive damages. If any of client's pets exhibit signs or acts of aggression after client enters this agreement, client is obligated to notify PP of the incident(s) at once if a service period is pending, or upon requesting future service. PP's decision to provide care to an animal(s) following client disclosure of unsatisfactory animal's behavior does not indemnify client from claims resulting from such animal(s). If PP takes pet(s) off clients premise(s), client agrees to indemnify and hold harmless PP for any injury or damage which may be caused to others by the actions of clients pet(s), or to clients pet(s) caused by the actions of other animal(s), including, but not limited to, loose or stray dogs.

11. Access to Outdoors

PP strongly encourages client to maintain legible and accurate identification on pet(s), even if the pet(s) is not normally provided access to the outdoors. PP is not responsible for injury, disappearance, or death of pet(s) with unaided or unassisted access to the outdoors. Unaided or unassisted access will include but not be limited to pet doors. Clients should insure that an animal(s), which may be quick to spring from the premises upon the opening of a door or gate, is additionally restrained from the exit by way of crating, internal door, etc. If client fails to comply with such reasonable and prudent precautions, then client agrees to indemnify and hold harmless PP from the loss of such pet(s).

12. Urgent Home Care

In the event that Client's home is damaged during the Service Period, (including, but not limited to window breakage, water damage due to plumbing problems, forced entry, tree limb damage, vehicle damage, etc.), PP will first attempt to contact Clients and/or Emergency Contact(s) to establish a plan of action. If neither Client nor Emergency Contact(s) can be reached, Client authorizes PP to take appropriate steps to return the property to a safe, secured and/or stable condition at Client's expense.

13. Unauthorized Entry

During the Service Period, there is to be no one else allowed on the Client's property (including home and yard) without prior approval from both PP and the Client. If anyone other than PP enters the Client's property during the Service Period without advance acknowledgment to PP, the Client will be responsible for all situations occurring after said entry.

14. Discretionary License

If PP determines, at its sole discretion, that it is unsafe to enter Client's property and/or approach Client's pet(s), or if damages or injuries occur during the Service Period, PP reserves the right to close the Service Period prior to its scheduled closure and/or secure one or more pets, including, but not limited to, crating, confining, off-site boarding, off-site kenneling, or off-site sheltering, at Client's expense.

15. Mandatory Arbitration

If a dispute arises between PP and the client, any action must be attempted to be resolved by either mediation or non-binding arbitration before any legal action is commenced. If either party institutes mediation or arbitration, it is agreed that the rules of the American Arbitration Association will govern the proceedings. The parties agree to split mediation and arbitration costs.

16. Attorneys' Fees

If Client commences a legal proceeding to enforce or obtain a declaration of rights under this agreement, and PP becomes the prevailing party in such proceeding, then PP shall be entitled to recover its reasonable attorney's fees and costs incurred in the proceeding from the non prevailing Client, as well as any reasonable attorney's fees and costs that PP incurred prior to commencing the proceeding.

17. Pictures

Client agrees to have pictures taken of their pets to use for marketing purposes. The pictures will of the pets only and no breach of security will be at risk.

I have READ, UNDERSTAND, AND AGREE to all terms and conditions specified above and have been provided a legible copy of this document.

Client Signature _____ Printed Name _____

Pawsitive Pet _____

Date _____