

Mid-Day Visit Contract

The parties to this contract and agreement are:

Pet Owner Name:

Physical Address:

(Hereinafter referred to as "Pet Owner")

AND

Pet Service Owner: Lisa Frushour

Physical Address: <u>9549B Baltimore National Pike, Myersville, MD 21773</u> (Hereinafter referred to as "Pawz N Clawz Pet Services")

The parties choose the above stated addresses as their physical addresses at which legal proceedings may be instituted.

Whereas the Pet Owner wishes to engage Pawz N Clawz Pet Services and Pawz N Clawz Pet Services agrees to undertake the services under the terms and provisions defined in this Dog Walking Contract as well as the **All About Your Pet Form (s)** and the **Veterinary Release Form** which shall all become part of this Contract. Any reference to dog(s) in this contract shall refer to those specified on the All About Your Pet Form (s).

Contact and Other Information

Contact name & number #1

Contact name & number #2 _____

Pet Owner leaves at _____ (time, specify A.M. or P.M.) and returns _____ (time, specify A.M. or P.M.). If the Pet Owner schedule varies, provide requested visits one week in advance.

Relationship and Responsibilities

It is expressly understood that the Pet Owner retains the services of Pawz N Clawz Pet Services as an Independent Contractor and not as an employee. Pawz N Clawz Pet Services shall be responsible for his/her insurance and payments with regard to income tax.

Relationship and Responsibilities (continued)

Pawz N Clawz Pet Services undertakes to perform the agreed-on services in an attentive, reliable and caring manner and the Pet Owner undertakes to provide all necessary information to assist in this performance.

Pawz N Clawz Pet Services undertakes to notify the Pet Owner of any occurrence pertaining to the dog(s) which may be relevant to the care and well-being of the dog(s).

Pawz N Clawz Pet Services will be equipped with waste bags and will duly remove the dog's feces from all public places.

Pawz N Clawz Pet Services reserves the right to walk other compatible dogs at the same time but undertakes to limit the number of dogs walked with one person to 3 (three).

Pet Owner will provide suitable harnesses, collars with ID tags (name, contact number) and leads as well as coats or muzzles if required.

Pet owner will provide proof dog(s) are fully vaccinated and current. Proof will be required from your veterinarian

Pawz N Clawz Pet Services shall not be obliged to perform any other duties except those specified in the service requested section of this contract.

Service Requested

□ daily potty breaks (Monday – Friday) or

dog walking (Monday – Friday), specify frequency _____

Fee and Payment Policy

\$20 per visit. Add \$3 per additional pet for dog walking services.

\$10 extra charge applies to visits prior to 8:00 a.m. and after 7:00 p.m.

\$10 extra charge applies on weekends and holidays. The following holidays are observed: Easter, Memorial Day, 4th of July, Labor Day, Thanksgiving, Christmas and New Year's Day.

Payment is due weekly in advance by cash or check. Make check payable to Pawz N Clawz Pet Services. **Note**: \$35 fee for returned checks and services may be terminated.

Duration

This dog walking contract shall come into effect on _____ (date) and shall terminate _____ (date).

Cancellation or Termination

Contract will terminate when either party gives 48 hours <u>written</u> notice. Refunds will be issued if timely notice is provided.

or

Certain conditions are met as outlined in this dog walking contract. No refunds will be issued due to liability, aggressive behavior and/or wrongful/misleading information is provided.

House Key

One copy of your house key is required. It will be tagged and kept in a locked cabinet. The key will be returned upon termination of this contract.

Off-Leash

For liability reasons, your dog will never be let off leash for any reason, except for a medical emergency.

Inclement Weather Policy

In the best interest of both your dog and Pawz N Clawz Pet Services, walks will not be occurring if the temperature is below 25F or above 90F, there are high winds or blizzard conditions, or heavy rain/thunderstorms prevent normal walking conditions.

Liability

Pet Owner hereby waives and releases Pawz N Clawz Pet Services from any and all liabilities of any nature for the actions of myself; except those arising from negligence or willful misconduct on the part of Pawz N Clawz Pet Services. Pet Owner agrees to notify Pawz N Clawz Pet Services of any concerns within 24 hours of their return. In case of an emergency, inclement weather or a natural disaster, Pet Owner authorizes Pawz N Clawz Pet Services to use their reasonable judgment for the care and wellbeing of my pet(s) and/or house.

Pawz N Clawz Pet Services will carry liability insurance relative to the services performed for the Pet Owner. Proof of insurance will be made available to the Pet Owner by request.

Pawz N Clawz Pet Services is released from all liability related to transporting dog (s) to and from any veterinary clinic/hospital or kennel, the medical treatment of the dog (s) and the expense thereof.

Pawz N Clawz Pet Services accepts no liability for any breach of security or loss of or damage to the Pet Owner's property if any other person has access to the property during the term of this agreement.

Pet Owner understands that Pawz N Clawz Pet Services can terminate this contract if the dog(s) becomes a threat to the safety or health of Pawz N Clawz Pet Services or the community due to aggressive behavior. Pawz N Clawz Pet Services will contact client if dog(s) display aggressive behaviors or tendencies.

Pet Owner understands that Pawz N Clawz Pet Services can terminate this contract if wrongful or misleading information is provided will constitute a breach of terms of this dog walking contract and be grounds for immediate termination.

Pawz N Clawz Pet Services will not be liable for any injuries to the dog(s) that are caused by animals or people outside Pawz N Clawz Pet Services' control.

Pet Owner acknowledges he/she is responsible for medical expenses and damages resulting from an injury to Pawz N Clawz Pet Services or other person or animal caused by Pet Owner's dog (s). Pawz N Clawz Pet Services reserves the right to refuse service to any client, at any time, for any reason.

Pet Owner attests that all of the above information is true to the best of his/her knowledge. If anything changes from what is listed, Pet Owner will inform Pawz N Clawz Pet Services before the next scheduled service. This signed document gives Pawz N Clawz Pet Services authorization to enter the above listed address as needed to perform the necessary service.

Whole Agreement

This Dog Walking Contract, All About Your Pet Form and the Veterinary Release Form attached constitute the sole and entire agreement between the parties with regard to the subject matter hereof and the parties waive the right to rely on any alleged expressed or implied provision not contained therein. Any alteration to this agreement must be in writing and signed by both parties.

Pet Owner Signature

Pawz N Clawz Pet Services Signature

Pet Owner Printed Name

Pawz N Clawz Pet Services Printed Name

Lisa Frushour

Date

Date