

THE WAGGLY DOG – SERVICES CONTRACT

I. THIS AGREEMENT. ("Agreement") is by and between The Waggly Dog, LTD, 13918 E Mississippi Ave, #173, Aurora, CO 80012, (the "Company," "we," "us") and You, (the "Client") and entered into for the sole purpose of hiring the Company to provide services (the "Services") as described in this Agreement. This Agreement shall be effective only during the dates specified in Section II (the "Term"). This Agreement shall be effective only for the dog(s) (or other pets, as agreed) as listed in Exhibit A, unless otherwise modified, according to the provisions of this Agreement.

II. CONTACT INFORMATION.

Client Name:	
Client Address:	
Client Phone Number:	
Client Email:	
Emergency contact/phone/email:	
Services requested (training, walking, pet sitting):	
Company representative:	
The Term of this Agreement begins on:	

III. PAYMENT FOR SERVICES. Payment is due up front before Services are rendered. Prices are subject to change at the Company's discretion, but the Company notice of any increase in writing. A \$30 fee will be charged for all returned checks plus any bank fees incurred. The Company may request reasonable attorneys' fees and costs for collection of these payments.

IV. DESCRIPTION OF SERVICES. The Waggly Dog offers dog training, dog walking, and pet sitting to suit your needs. Training sessions are held in person or online. The fee for training is available upon request. Prices subject to change. Dog walking fees vary based on time.

Pet sitting: We will check in on your pets up to three times each day to feed, provide bathroom breaks, medicate, etc. We offer pet sitting in our home on a case by case basis. We do not stay in your home beyond the time needed to provide the Services.

A complete fee schedule is available upon request.

V. DOG TRAINING. When the Company provides dog training Services, either in person or online, this Section V applies:

1. The Client agrees:
 - a. lesson duration is determined by the trainer at the time of the Services and that time spent during the session discussing my dog, dog training and/or behavior is considered training/lesson time;
 - b. if my dog is aggressive it can be prohibited from attending the training sessions;
 - c. each dog is different; therefore, elimination or modification of behaviors is not guaranteed; and
 - d. to comply with the instructions, rules and decisions of the training instructor as it relates to Client or dog's ability to safely complete each training session.
2. The Company representative agrees:
 - a. to provide training for Client's dog(s);
 - b. to provide feedback;
3. Sessions, Cancellation and Refunds. The Client chooses the number of sessions s/he would like. The Company retains the right to cancel and refund any unused sessions, if the dog(s) are aggressive. Client may cancel a session 24 hours-notice. Cancellations with less than 24 hours notice may be charged at the full rate.

VI. DOG WALKING. When the Company provides dog walking Services, this Section VI applies:

3. The Client agrees:
 - a. to provide the Company representative with any keys, entry codes, instructions, and the like, necessary to enter the Premises;
 - b. to ensure that the Premises, including sidewalks and driveways, are reasonably safe and clean;
 - c. to be responsible for removing or treating ice and snow;
 - d. to provide a leash, collar or harness, and pet waste disposal bags;
 - e. to provide treats (if appropriate); and
 - f. if Client's dog is aggressive, the Company representative reserves the right to end the walk and terminate this Agreement;
3. The Company representative agrees:
 - g. to walk the dog(s) as outlined in this Agreement;
 - h. keep windows and doors locked and ensure that all security measures in the Premises are used effectively;
 - i. to give notice in the event of inclement weather or Company representative illness; and
 - j. to refund any fees charged in the event of a cancellation.
3. Inclement Weather, Cancellation and Refunds. In the best interest of your both Client's dog(s) and Company representatives, walks will not take place if the Company decides the weather is dangerous. In the event of inclement weather, the Company will credit client for a future walk. The Company will provide (time) notice for cancellation due to illness. In the event Client wishes to cancel, a minimum of 24 hours-notice advance cancellation notice is required. Cancellations with less than 24 hours advance notice may be charged at the full rate.

VII. DOG SITTING. When the Company provides dog sitting Services, this Section VII applies:

- A. **ACCESS TO THE PREMISES.** (If the Company provides pet sitting at the Client's Premises, Sections VII.A, VII.B, VII.D and VII.E apply.)
 1. The Client agrees:
 - a. to provide at least 24 hour's notice during non-peak times of any change to when the services will begin. The Client will give the three days notice of any cancellation during peak times (any time in the months July, November, December, and January);
 - b. to provide the Company representative with any keys, entry codes, instructions, and the like, necessary to enter the Premises.
 2. The Company representative agrees:
 - a. to be responsible for any act by any person the Company representative allows on the Premises, who breaks any terms of this Agreement;

- b. not to allow any person not listed in this Agreement on the Premises without the Client's permission; and
- c. to keep windows and doors locked and ensure that all security measures in the Premises are used effectively.

B. CARE OF THE PREMISES.

1. The Client agrees:
 - a. to ensure that the Premises, including sidewalks and driveways, are reasonably safe and clean;
 - b. to be responsible for removing or treating ice and snow;
 - c. to provide the Company representative with a schedule of trash and recycling pick-up days or procedures, if applicable;
 - d. to accurately communicate information needed to complete the premises checklist contained in Exhibit A to this Agreement.
2. The Company representative agrees:
 - a. not to keep any animal on the Premises other than those listed in this Agreement;
 - b. not to smoke in the Premises;
 - c. that they will immediately report to the Client any loss, liability and personal injury that occurs to any third party, including the Company representative(s), that is occupying or using the Premises;
 - d. to leave the Premises as nearly as possible in the same condition as at the start of this Agreement;
 - e. to keep windows and doors locked and ensure that all security measures in the Premises are used effectively.

C. DOG SITTING – THE WAGGLY DOG PREMISES (If the Company provides pet sitting at the Company's Premises, Sections VII.C and VII.E apply.)

1. The Client agrees:
 - a. Client's dog(s) will be boarded at the Company's home;
 - b. Other
2. The Company representative agrees:
 - a. The Client's dog(s) will be cared for in accordance with the terms of the Agreement;
 - b. Other.

D. CARE OF ANIMALS.

1. The Client agrees:
 - a. to describe in writing and in detail how any animals normally residing at the Premises should be cared for,
 - b. to provide all food and sundry supplies (insect control and other medicine, bedding, exercising and cleaning equipment) for the animals, or make arrangement to reimburse the house sitter for any food or supplies bought for the animals,
 - c. to make arrangements for payment for any services provided by a qualified veterinarian in the treatment and care of the Client's animals.
2. The Company representative agrees:
 - a. to make every reasonable effort to ensure the good health, comfort, safety and happiness of the animals listed in this agreement,
 - b. to follow the Client's instructions as far as possible in the feeding, care and exercise of the animals listed in this agreement,
 - c. to provide status updates on animals listed in this Agreement as agreed upon.

E. CANCELLATION TERMINATION, AND REFUND POLICY. The Client shall provide at least 24 hours' notice during non-peak times of any change to when the services will begin. The Client will give the three days' notice of any cancellation during peak times (any time in the months July, November, December, and January. If a specific employee of the Company cannot perform the service at a scheduled date or time, then the Company may assign a substitute employee. Should any dog become aggressive or dangerous, the Company may terminate this Agreement with immediate effect. Any wrongful or misleading information in the Client's

Information or Pet Information sheets may constitute a breach of terms of this Agreement and be grounds for instant termination thereof. Termination under the circumstances described above shall not entitle the Client to any refunds or relief of any outstanding payments due. The Client or the Company may terminate this Agreement any time in writing. If Client does not cancel within the applicable time specified in this Agreement, they shall be charged the full rate for the applicable Services.

VII. REPRESENTATIONS.

1. Client represents s/he:
 - a. is the only owner of the dog(s);
 - b. the dog(s) is current on all vaccinations, including rabies, distemper, and parvo;
 - c. the dog(s) is in good health, including free of ticks, fleas, worms, and other parasites;
 - d. the dog(s) is licensed according to any municipal or county laws; and
 - e. the dog(s) has never been declared a dangerous dog or potentially dangerous dog, or a vicious dog by any agency

VIII. PET LIMITATION OF LIABILITY.

1. The Client understands and accepts the inherent risks of owning a dog, including but not limited to the risk of dog bites. The Company is not responsible for any unintentional errors, omissions, or incorrect assertions. The Client is solely responsible for the actions of his or her dog(s) at all times and hereby agrees to indemnify and hold harmless the Company and its representatives of any and all claims of injury, expense, costs, or damages caused by the actions of the Client's dog(s) while under the care, instruction or control of the Company's representatives.

IX. CONSENT TO SEEK MEDICAL CARE.

1. The Company is authorized to seek any medical care if deemed necessary with release from all liabilities related to transportation, treatment and expenses, and is authorized to approve medical and/or emergency treatment (excluding euthanasia) as recommended by a veterinarian.
2. The Client hereby authorizes emergency medical care to be provided for the Client's dog(s) by: the veterinarian listed on the intake form, or an appropriate alternate to be determined by the Company's representatives. In the event that the regular veterinarian is not available or that closer care is required. The Client shall be responsible for any and all veterinary costs and agrees to reimburse the Company for any charges related to emergency care.
3. The Client hereby agrees to indemnify and hold harmless the Company and its representatives for any and all results arising from seeking medical care for Client's dog(s).

X. GENERAL INDEMNIFICATION AND LIABILITY.

1. Mutual Indemnification. Each party hereby agrees to indemnify, defend, and hold the other party harmless from any and all third party claims, demands, costs, liabilities, losses, expenses and damages (including reasonable attorneys' fees, costs, and expert witnesses' fees) arising out of or in connection with any claim, to the extent such a claim arises out of (a) a party's gross negligence or willful misconduct in performing any of its obligations under this Agreement, or (b) a material breach by a party of any of its representations, warranties, covenants or agreements under this Agreement.
2. Limitation of Liability.
 - a. NO LIABILITY FOR CONSEQUENTIAL OR INDIRECT DAMAGES. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF USE, REVENUE OR PROFIT, BUSINESS INTERRUPTION, AND LOSS OF INFORMATION), WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- b. MAXIMUM LIABILITY. EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT THREE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

XII. NO OTHER REPRESENTATIONS OR WARRANTIES; NON-RELIANCE.

EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT, NEITHER PARTY TO THIS AGREEMENT, NOR ANY OTHER PERSON ON SUCH PARTY'S BEHALF, HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, EITHER ORAL OR WRITTEN, WHETHER ARISING BY LAW, OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

XIII. DISPUTE RESOLUTION.

- A. Unless otherwise provided in this Agreement, any claim or controversy arising out of or relating to this Agreement or its breach shall, upon Company's request, be submitted first to mediation within thirty (30) days-notice. The parties will mutually agree on an acceptable third-party mediator. If mediation is unsuccessful, then the matter will be settled by a sole arbitrator in Colorado, in accordance with the rules of the American Arbitration Association, or any other form of arbitration we agree is mutually acceptable. The arbitrator's decision shall be rendered within sixty (60) days of submission to arbitration and shall be binding and conclusive on all parties involved; and judgment upon that decision may be entered in the highest court of any forum, federal or state, having jurisdiction. The costs of arbitration shall be split equally among the parties.
- B. The Company shall be entitled to recover reasonable attorneys' fees and costs in conjunction with any successful action brought to enforce or interpret this Agreement.

XIV. MISCELLANEOUS.

- A. Entire Agreement. This Agreement includes the related attached schedules and constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein. This Agreement supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
- B. Relationship of Parties. The Waggly Dog is an independent contractor. Nothing in this Agreement creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between the parties. Neither party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.
- C. No Exclusivity. The Company retains the right to perform the same or similar type of Services for third parties during the Term of this Agreement to the extent the terms and conditions of this Agreement are not violated.
- D. Confidentiality. All confidential information delivered by either party to the other shall be used only to for the purposes to carry out the purposes of this Agreement and any other agreement between the parties, and for no other purpose.
- E. Media Release. The Company retains the right to use Client's pet's photograph(s) and video(s) taken during walking, pet sitting, and training sessions for educational and promotional purposes in any type of media. Any such photographs or videos are the sole property of the Company.
- F. Compliance with Laws. The Company shall at all times comply with all applicable federal, state, and local laws, ordinances, regulations, and orders that are applicable to this Agreement and its performance hereunder, except to the extent that failure to comply would not, in the aggregate, have a material adverse effect on its ability to comply with its obligations under this Agreement.

- G. Insurance and Taxes. To the extent the Client requires insurance, the Company will provide proof of coverage of the requisite insurance. Each party shall be responsible for the payment of its own taxes, licenses and fees ("Taxes") in connection with this Agreement. Neither party shall be responsible or liable for the other party's Taxes assessed in connection with this Agreement.
- H. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth in this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or e-mail (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid).
- I. Severability. It is expressly agreed by both the Company and the Client that the various covenants of this Agreement are reasonable in content and scope, but if a court of competent jurisdiction should determine that any part of this Agreement is not fully enforceable, then the unenforceable portion is to be severed from the main Agreement and the remainder is to be enforced to the full extent of applicable law.
- J. Amendment and Modification. No amendment to or modification of or rescission, termination, or discharge of this Agreement is effective unless it is in writing and signed by each party.
- K. Waiver and Assignment. The failure of either party in any one or more instances to insist upon strict performance of any of the terms and provisions of this Agreement shall not be construed as a waiver of the right to assert any such terms and provisions on any future occasion or of damages caused thereby. Neither party may assign, transfer, or delegate any or all of its rights or obligations under this Agreement, without the prior written consent of the other party.
- L. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- M. Choice of Law. This Agreement and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Colorado, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Colorado.

Signature page follows

The Waggly Dog, LLC

Signature: _____

Date: _____

Client

Signature: _____

Date: _____

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EXHIBIT A

Name and describe each animal to be covered by this agreement. Describe how you would like each animal to be managed on a day-to-day basis. Include details of any behavioral concerns, medications or special treatment that each animal requires.

Name of Pet(s)	
Description/Microchipped?	
Spayed/Neutered?	
Behavioral or physical concerns?	
Has this pet ever bitten anyone?	
Has this pet ever attacked another animal?	
Food/feeding instructions or allergies	
Medication(s)/instructions	
Veterinarian	

Walking/exercise instructions:	
Updates/frequency (Client would like to be updated on status of home/pets)	Circle one: Yes No Only emergencies Frequency: _____ times/per week
Costs (in the event Company representative incurs additional costs for food, medicine, veterinary care)	

PREMISES CHECKLIST

Homeowner expectations:

- To leave their home and pets with people they trust and can rely on.
- To have house/pet sitters arrive and leave on schedule as agreed.
- To have their pets cared for, fed and exercised as they themselves would look after them.
- To receive house/pet sitting reports periodically while they're away, as agreed.

Pet sitter expectations:

- To have been given honest information about the pets, their behavior, health and temperament; the property and location; and the homeowners expectations.
- To be told in advance of any internal or external alarms, cameras, surveillance or pet monitoring systems, sound monitoring technology like Alexa, or video doorbells.

Keys, Security system/Alarm information	
Cleaning supplies location	

Additional comments:

Company Signature _____	Company Signature _____
Client Signature _____	Client Signature _____