

Finley's Friends LLC - Client Service Agreement

For the purposes of this agreement, the pet owner is the responsible person contracting services for one or more domestic pets. Finley's Friends LLC is the pet care company providing care for the client below. Finley's Friends provides services to the pet owner/client below which includes, but is not limited to: outdoor dog walking, Wiggle Wagon exercise, in-home pet care, feeding, and medication administration.

This agreement is entered into by and between Finley's Friends LLC (service provider) and _____ (Client). Client desires to employ Finley's Friends LLC and its contracted pet professionals to provide pet care and agrees to the terms below:

1. Services

Services can be reserved only after a proper meet and greet procedure has been completed. All interactive pets must have behavior evaluated prior to first service.

We reserve the right to refuse a pet for services for any and all reasons. We reserve the right to transport pet(s) for medical attention, and/or make alternative arrangements to care for a pet in emergencies.

In the event of inclement weather or natural disaster, our pet professionals are entrusted to use best judgment in caring for pet(s). The client agrees that Finley's Friends LLC will not be held liable for consequences related to these decisions.

Wiggle Wagon: Client is aware that this service is intended for pets to get both physical exercise and mental enrichment. The client acknowledges that dogs may respond to this service differently than others and may not be a candidate for slatmill exercise. Finley's Friends LLC and its contracted pet professionals have the right to amend or adjust services within the Wiggle Wagon to ensure the safety and sanity of the pet in our care. The client is aware that this service has a heightened risk of injury such as but not limited to: paw pad and nail injuries, muscle strains, exacerbated pre-existing conditions, and/or overexertion. The client acknowledges that Finley's Friends LLC is not responsible for any liability of injury during a Wiggle Wagon service unless the pet professional is found to be grossly negligent, reckless, or if there is intentional misconduct (see "**Injury**" for more).

2. Payment of Services

All payments for services are due two (2) weeks after the invoice is sent to the client. Finley's Friends LLC also accepts cash and local checks.

There will be a **25% fee** added for all Holiday services. These holidays include Independence Day (July 4th), Thanksgiving week (Monday before - Sunday after), Christmas week (Dec 20th-30th), and New Years (Dec 31st/Jan 1st).

If the pet professional needs to restock supplies (such as pet food or medication) that the pet(s) are required to have, the client agrees to pay back the sum of the total for any and all supplies to Finley's Friends LLC at time of next invoice.

3. Health of Pet(s)

Client agrees to provide complete and honest information regarding any medical conditions, aggressiveness, or other conditions of the pet(s) and to inform the pet professionals of any changes or new information prior to the start of any and all services for the life of the pet(s). Dogs and cats must be vaccinated against Rabies and Distemper to receive services. Please communicate directly with a pet professional if there is a medical reason for lack of vaccinations. At our request, we may require confirmation from a licensed veterinarian that pet(s) has received all required vaccinations.

Client must disclose if pet(s) has been exposed to rabies, distemper, parvovirus, or any other contagious illness in the 30 days prior to any services. If a pet has recently been treated for a contagious illness, we will suspend services until treatment has been fully completed and/or a statement of health from a licensed veterinarian has been provided.

If a pet is found to have fleas, services will be immediately suspended and can resume two weeks after a complete flea treatment protocol has been administered.

Although all dogs and cats receiving care from Finley's Friends LLC are required to be vaccinated, it is still possible for a pet to become affected by a contagious illness. Clients understand and acknowledge this risk and agree that Finley's Friends LLC is not liable for any expense related to illness during or after its service, including, but not limited to Tracheobronchitis (Kennel Cough), Feline Upper Respiratory Infections, Parvo, Distemper, Leptospirosis, Giardia, or Canine Influenza.

Release of Veterinarian Records: Client knowingly authorizes the release of any and all veterinary records to Finley's Friends in relation to vaccinations and contagious illnesses.

Initials: _____

4. Injury

Client acknowledges that the highest level of care shall be given to all pets under the care of Finley's Friends LLC and its contracted professionals. Should the client's pet(s) run away or be injured, the client agrees that Finley's Friends LLC will not be responsible for any liability unless the pet professional is found to be grossly negligent, reckless, or if there is intentional misconduct.

Finley's Friends LLC and its contracted pet professionals will not be responsible for any pet(s) that instigate fights with other animals or is injured by another animal while in Finley's Friends LLC's care. Finley's Friends LLC and its contracted pet professionals will use discretion to stop and end services at any time that a client's pet(s) pose a danger to the safety and health of itself, other pets, or people.

Clients will be responsible for any and all medical expenses and/or damages resulting from an injury to any person or pet(s) by the client's pet(s), as well as their own pet. Client agrees to pay the full cost of any and all medical expenses and/or damages should they arise to the pet professionals as a result of the client's pet(s)' actions. Client authorizes Finley's Friends LLC to release the name and contact information of pet parents to any party involved in any incident resulting in injury. Client agrees to indemnify, hold harmless, and defend Finley's Friends LLC in the event of a claim by any person injured by the client's pet(s).

The client acknowledges that the pet professionals cannot control other animals or pets outside of our care. Finley's Friends LLC's pet professionals take all appropriate actions to ensure that

the client's pet(s) are not placed in the company of known aggressive or violent animals and will immediately remove the client's pet(s) from any animal fight or otherwise potentially dangerous situation.

By client request only, Finley's Friends LLC will use private dog off-leash fully- fenced areas available for residents in places such as apartments, townhomes, or H.O.A communities as long as there are no other pets within the area. The client agrees that Finley's Friends LLC will not be responsible for any liability within these private dog areas due to their pet's escape or injury.

5. Security

Finley's Friends LLC is not responsible for any damage to the property or home of the client unless such damage is caused by the negligent act of a Finley's Friends LLC pet professional. Finley's Friends LLC and its contracted pet professionals shall not be held responsible for any damage to property of the client or others caused by the client's pets during the period in which they are in the care of the pet professionals unless the pet professional is found to be grossly negligent, reckless, or if there is intentional misconduct.

Client is responsible for pet-proofing all areas and boundaries within the house, yard, and security fences/gates/latches. Finley's Friends LLC will not be held liable for the death, injury, disappearance or legal consequences of any pet(s) with unsupervised access to the outdoors due to faulty boundaries.

Client agrees to secure home prior to leaving the premises. Finley's Friends LLC and its contracted pet professionals will re-secure the home according to client instructions at the end of each visit. Finley's Friends LLC is not liable for any loss or damage in the event of a burglary or other crime that should occur while under this contract unless the pet professional is found to be grossly negligent, reckless, or if there is intentional misconduct.

Client agrees to allow Finley's Friends LLC to store keys and/or codes to the property until the client requests a discontinuation of services. The client agrees to allow Finley's Friends LLC to make copies of physical keys for each pet professional that will be caring for your pet. After discontinuation, all customer profiles will be deemed inactive and access codes will no longer be accessible to Finley's Friends LLC or its contracted pet professionals. After discontinuation, physical keys will be destroyed/discarded and/or returned to the owner.

Client gives Finley's Friends LLC the authority to use the services of a locksmith in the event of malfunction of the lock, keys, or automatic door opener. Client also agrees to reimburse Finley's Friends LLC at time of invoice for all costs incurred, and to hold Finley's Friends LLC harmless for consequences related to the activities of the locksmith.

6. Solicitation of Finley's Friends LLC pet professionals

Client agrees that the pet professional provided by Finley's Friends LLC is employed through Finley's Friends LLC and is contracted to work only through Finley's Friends LLC and not directly through the individual client listed above. Client is aware that the Finley's Friends LLC professional may give out his/her personal number to the client. Client agrees that this number shall not be used for any solicitation of future pet sitting or dog walking services outside of Finley's Friends LLC. Client is aware that should this contract be broken, legal fees and misuse-of-staff charges will apply.

7. Photos and Video

Client agrees that pet(s) may be videotaped and/or photographed. Clients agree that Finley's Friends LLC is the exclusive owner of any resulting videos, photos or recordings and hereby grant Finley's Friends LLC the perpetual, irrevocable, royalty-free right and license to publish, distribute, adapt, modify, or otherwise use such photos/videos, or any portion thereof, in any manner for any commercial or non-commercial purpose without notice to client or approval from client, including without limitation for use on social media, in marketing materials or for our website.

8. Miscellaneous

This written agreement constitutes the entire and only agreement regarding services provided to client's pet(s); there are no oral agreements or understandings whatsoever except as provided for in this agreement. This Agreement shall bind Finley's Friends LLC and its successors assigns and the client and their heirs, successors, and assigns. The law that applies to the agreement is the law of the state or province and municipality where the services are provided. If there are disputes that result in litigation, the courts of the state or province and municipality where the services were provided shall have exclusive jurisdiction.

Except where not allowed by law, Finley's Friends LLC is not liable to the client or any other person for any indirect, incidental, consequential, special, exemplary, or punitive damages for any matter arising out of or relating to the services performed under this agreement, whether such liability is asserted based on contract, tort or otherwise.

The terms of this contract apply to all pets owned by the client, including any and all new pets that the client obtains on or after the date that this contract was signed, at any and all locations the client designates for service.

9. Emergency Contact/Designated Agent

The client must designate an agent **other than pet parents** over the age of 18 authorized to act as an emergency contact for the client's pet(s). This agent will be responsible for care and/or all decisions for the pet(s), including health-related decisions. The client authorizes Finley's Friends LLC to contact the agent in the event of an emergency if we are unable to reach them or the other primary pet parent. This agent must remain local and cannot be traveling with the client during services. Agents can change, be added over time, or from service-to-service but must remain up to date at all times.

Emergency Contacts/Agents:

Please provide their name, contact number, and their relation to the pet's family. Write Clearly.

By signing below, the client agrees that they have read this agreement in its entirety and fully understands and accepts its terms and conditions.

I have read the above and by signing below, I agree to the conditions listed above:

Pets: _____ **Date:** _____

Client Signature: _____

Print Client Name: _____