



CUSTOMER SERVICE AGREEMENT

THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE TREAT PET SITTING, LLC, ITS OWNERS, AND/OR RELATED PARTIES. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ AND UNDERSTAND IT IN ITS ENTIRETY. SEEK ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF ITS EFFECT.

In consideration for our guests being permitted to come Stay or Play with Treat Pet Sitting or use any of Treat Pet Sitting services, you agree to all of the policies, procedures, release, terms and conditions set forth below. The following Agreement will apply to all Treat Pet Sitting Services, Locations regardless of ownership, as well as Treat Pet Sitting's affiliates, employees, owners and representatives (collectively Treat Elite Pet Sitting shall hereinafter be referred to as "TPS")

1. ALL GUESTS MUST:

- ✓ Be current on Rabies, Distemper, Parvo, Bordetella and any other required vaccinations
- ✓ Be at least 12 months of age (only required if Staying or Playing at a TPS location)
- ✓ **MUST** be potty trained (only required if Staying or Playing at a TPS location)
- ✓ Be in general good health and free of ticks and fleas (only required if Staying or Playing at a Treat location)
- ✓ Be spayed or neutered if 6 months of age or older (only required if Staying or Playing at a TPS location)
- ✓ Be non-aggressive towards other dogs and people
- ✓ Be non-destructive to property (inside or Outside)
- ✓ Not be protective/aggressive of/with toys
- ✓ Complete the Treat interview process to Treat's satisfaction
- ✓ Meet all municipal and state licensure and other requirements
- ✓ Have a quick release collar (only required if Staying or Playing at a TPS location)
- ✓ Be leashed during drop-off and pick up

2. SERVICES

- a) Boarding/Day Play (TPS Location): TPS will provide facilities for your pet to stay at such times and for such duration as are agreed upon by the Parties. You acknowledge and agree that your pet will be playing with pets from other families while in the care of TPS.
- b) Home Pet Sitting/Drop-in Visit/Dog Walking (Pet's Location): TPS will come to the pet's location for either drop-in visits or house sitting at such times and for such duration as are agreed upon by the Parties. You authorize TPS to enter into the designated address to perform the agreed-upon Services.
- c) Pet Transportation: TPS will provide transportation to/from the pet's home to TPS's location at such times for drop-off and pick-up as are mutually agreed upon by the Parties.

3. FOOD/SUPPLIES

Guests will be fed in accordance with the instructions provided by owner at time of drop off. If no food is brought, standard food will be provided.

4. GUEST PHOTOS AND VIDEOS

All photos and videos taken during the time TPS is providing care either in our home or yours, in any format, may be used at any time, in any media, marketing, advertising, illustration, trade or promotional material.

5. PERSONAL PROPERTY

TPS will not be liable for any lost, stolen or damaged personal property belonging either to you or your pet. If your pet causes any personal property damage to a TPS location, site where in-home services are provided or otherwise, you will be liable for the full cost of all repairs and replacements.

6. FEES

You must pay for all services and products with a credit card or cash. All payment is due at time of booking. You give your express permission for TPS to charge any credit card you provide for unpaid services or products upon the date services were supposed to have been completed.

7. INTERVIEWS

You hereby consent TPS to introduce your pet to other potential guests during their interview while your pet is in our care. You acknowledge that dogs visiting for an interview may not meet all required qualifications.

8. RESERVATION, CANCELLATION AND REFUND POLICY

YOU AGREE TO CANCEL ANY BOOKED SERVICES A MINIMUM OF 24 HOURS IN ADVANCE OF THE SCHEDULED SERVICE. IF CANCELLATIONS ARE NOT MADE WITHIN 24 HOURS OF SCHEDULED SERVICE, TPS RESERVES THE RIGHT TO DENY THE REFUND REQUEST. IF CANCELLATION IS MADE PRIOR TO 24 HOURS OF SCHEDULED SERVICE 100% OF MONIES PAID WILL BE REFUNDED.

9. AGGRESSIVE DOGS

Although TPS loves all dogs, in order to Play or Stay with us, your pet must not be aggressive and must pass TPS's interview process. Your pet may be separated from other dogs or asked to not return to TPS if he/she exhibits aggressive or other unacceptable behavior at TPS's discretion.

10. ABANDONED DOGS

You may not leave your dog with TPS after the scheduled pick up time without prior communication with TPS staff. If you leave your dog with us without any contact, instruction or notification regarding pick up, your dog will be deemed "Abandoned" at 7pm on the seventh (7th) day after the scheduled pick up date. If your dog is Abandoned at TPS, TPS will become its legal owner and guardian. TPS will, in its sole discretion, determined whether to re-home the dog or relinquish it to a shelter or rescue of TPS's choice. YOU FULLY UNDERSTAND AND AGREE THAT IF YOU ABANDON YOUR DOG AT TPS, YOU MAY BE UNABLE TO RETRIEVE POSSESSIONS OF YOUR DOG AND WILL HAVE NO RECOURSE AGAINST TREAT PET SITTING

11. DUTY TO DISCLOSE

You must disclose on a continuing basis, any and all medical or other conditions, including but not limited to personality concerns or behavioral incidents that may affect, limit or prevent your pets ability to participate in any Stay or Play activities or services. In the event of material change to the information you provided to TPS, you agree to submit a new application within 7 days.

INITIAL HERE: _____

12. ACCEPTANCE AND ACKNOWLEDGEMENT OF RISK

YOU FULLY UNDERSTAND THAT: (a) THERE ARE INHERENT AND POTENTIAL RISKS INVOLVED WITH INTERACTIONS BETWEEN HUMANS AND DOGS, AS WELL AS BETWEEN DOGS AND OTHER DOGS, WHICH MAY RESULT IN PROPERTY DAMAGE OR BODILY INJURY, INCLUDING BUT NOT LIMITED TO, PERMANENT DISABILITY, SICKNESS, DEATH TO HUMAN OR DOG; AND (b) THERE MAY BE OTHER RISKS NOT KNOWN TO YOU OR TREAT PET SITTING, NOR READILY FORESEEABLE AT THIS TIME (COLLECTIVELY "RISKS") YOU FULLY ACCEPT AND ASSUME ALL RISKS AND RESPONSIBILITY FOR ALL RISKS, INCLUDING WITHOUT LIMITATION, ALL LOSSES, COSTS AND DAMAGES INCURRED AS A RESULT OF YOUR PET'S PARTICIPATION AT ANY LOCATION, INCLUDING ANY VETERINARIAN EXPENSES LISTED IN SECTION 12 BEOW. "SICKNESS" INCLUDES ANY ILLNESS INCLUDING BUT NOT LIMITED TO BORDETELLA (KENNEL COUGH), BLOAT, CANINE FLU, OR ANY OTHER FORM OF CONTAGIOUS DISEASE.

INITIAL HERE: _____

13. VETERINARY CARE

TPS will have the right to obtain medical treatment for your pet, if, in TPS's sole discretion, it appears that your pet may be ill, injured or exhibits any other behavior that would reasonably suggest that you pet may need medical treatment. Reasonable efforts will be made to contact you when TPS determines that medical treatment is necessary, but if TPS is unable to contact you or your emergency contact. TPS and the veterinarian may rely on this Section 12 as your consent to treat your pet. You hereby grant your emergency contact the tight to make medically necessary decisions for your pet's treatment, and release the veterinarian and TPS from all liability for the same. If you are unable to be reached, but your emergency contact is reached, you hereby grant your emergency contact the right to make medically necessary decisions for your pet's treatment. TPSwill first attempt o seek treatment from the veterinarian provided in the TPS Application ("Designated Veterinarian') but will have he right to seek veterinary treatment from an alternative veterinarian if: (i) your pet needs urgent care and another veterinarian is closer. (ii)TPS is unable to reach the Designated Veterinarian, or (iii)TPS is unable to transport your pet to Designated Veterinarian. If your pet passes away when under TPS's care, it will be brought to its or the nearest veterinarian. In the event your pet is injured during routine play, we presume that no pet is at fault, and YOU AGREE TO BE FULLY RESPONSIBLE FOR ALL RESULTING COSTS RELATE TO ANY MEDICAL TREATMENT FOR YOUR PET/S, INCLUDING WITHOUT LIMITATION, THE COST OF ANY TRANSPORTATION FOR THE PURPOSE OF SUCH TREATMENT. If TPS staff determines, in their sole discretion, that your pet caused the injury or death of another pet outside of routine play, YOU WILL BE FULLY RESPONSIBLE FOR ALL COSTS RELATED TO ANY MEDICAL TREATMENT FOR THE INJURED PET/S, INCLUDING WITHOUT LIMITATION, THE COST OF ANY TRANSPORTATION FOR THE PURPOSE OF SUCH TREATMENT. You agree that TPS may release your name and phone number to the injured pet's parents to arrange payment for the same.

INITIAL HERE: _____

14. IMMUNIZATION RECORDS

You agree to provide veterinary records to TPS upon request, and you hereby grant TPS permission to request and obtain veterinary records directly from your Designated Veterinarian. If TPS is unable to obtain necessary records from you. By signing above you expressly authorize your Designated Veterinarian to release health and treatment information and immunization records to TPS upon request. You may revoke this authorization at any time upon written notice to your Designated Veterinarian and TPS.

15. WAIVER, RELEASE AND INDEMNIFICATION

AS AN EXPRESS CONDITION OF TPS PROVIDING THE SERVICES TO YOU AND YOUR PET, YOU HEREBY AGREE TO EXPRESSLY AND FOREVER GENERALLY WAIVE, DISCHARGE CLAIMS, INDEMNIFY, RELEASE FROM LIABILITY, SAVE, HOLD HARMLESS AND DEFEND TPS, THEIR OWNERS, OFFICERS, EMPLOYEES, CONTRACTORS, VOLUNTEERS, AGENTS, REPRESENTATIVES, INVITEES, AND ALL OTHERS HAVING AN INTEREST IN ANY TPS PARTY (COLLECTIVELY, THE "RELEASEES") FROM AND AGAINST ANY AND ALL INJURY, LIABILITY, CLAIMS, LITIGATION, ACTIONS, SUITS, COSTS, LOSSES, DAMAGES, ATTORNEY'S FEES, EXPENSES OR DEMANDS OF EVERY CHARACTER WHATSOEVER ON ACCOUNT OF, ARISING OUT OF, RESULTING FROM OR RELATING IN ANY WAY TO (I) ANY ACT OR OMISSION OF THE RELEASEES IN CONNECTION WITH AND/OR WHILE RENDERING ANY OF THE SERVICES, OR (II) YOUR PET'S ACTIONS AT ANY LOCATION OR IN-HOME SERVICES, OR OTHERWISE. YOU AGREE THAT THIS RELEASE IS BINDING ON YOU AND YOUR SUCCESSORS, HEIRS, LEGAL REPRESENTATIVES AND ASSIGNS.

YOU ALSO EXPRESSLY AND FOREVER RELEASE TPS FROM ANY DUTY TO PROTECT YOU OR YOUR PET FROM INJURY OF ANY KIND, AND AGREE THAT ANY IMPLEMENTATION OF SAFETY PRECAUTIONS WILL NOT ALTER THIS RELEASE. YOU AGREE THAT THIS CONSTITUTES A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY OF TPS TO THE GREATEST EXTENT PERMITTED BY LAW, AND THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID OR UNENFORCEABLE, THE REMAINDER OF THIS AGREEMENT WILL REMAIN IN FULL FORCE AND EFFECT.

INITIAL HERE: _____

16. MESSAGING

I agree to receive emails and text and SMS messages from treat Pet Sitting. Message and Data rates may apply. I understand that I can opt out from receiving emails by unsubscribing at any time, and I can opt out from receiving text messages by replying "STOP" to sender at any time.

INITIAL HERE: _____

17. MISCELLANEOUS

By signing below, you represent and warrant that all the information provided in this Customer Agreement is complete and accurate to the best of your knowledge. You consent to TPS's use of such information for all lawful business purposes which includes, but not limited to, providing Treat Pet Sitting services to you, operating the Treat Pet Sitting business, marketing to you, communicating with you regarding you pet/s, and using data that includes information about you and your pet for conditions contained in the above Agreement, as they may be amended from time to time. You hereby execute this Agreement for your pet/s, yourself and your heirs, successors, representatives and assigns. You further attest that if you are not the owner or sole owner of the animal for whom this Customer Agreement has been completed, your signature is sufficient to enter into the Agreement for and on behalf of any other owner or representative. You consent to the use of electronic signatures, and agree that a true and correct copy of the document may be produced in lieu of the original Client Application. Should a copy be produced, you agree that it is legally enforceable and does not affect the terms of the Agreement in any way. You acknowledge and agree that your pet will be playing with pets from other families while in the care of TPS. No amendments, modifications, or supplements to this Client Application and Agreement shall be valid unless in writing and signed by both parties.

PET NAME: _____ DOB: _____ SEX: M / F

PET NAME: _____ DOB: _____ SEX: M / F

PET NAME: _____ DOB: _____ SEX: M / F

PRINTED NAME: _____ DATE: _____

SIGNATURE _____