

Sarah Young (Handler) will endeavor to create as safe an environment as possible for my animals. However, I recognize that Handler is not responsible for any unintentional errors, omissions, or incorrect assertions. I understand that the recommendation of any product or service is not a guarantee of my satisfaction with that product or service. Further, I am and will remain responsible for the actions of my pet(s) at all times and I hereby agree to indemnify and hold harmless Sarah Young of any and all claims of injury, expense, costs, or damages caused by the actions of my pet(s) while under Handler's care and under my own care as a result of following Handler's instructions. I understand the inherent risks of owning pet(s), including but not limited to the risk of dog bites to others or myself.

I understand the behavior of a moment-to-moment decision-making animal can never be guaranteed.

#### **INITIAL MEET:**

During the meet and greet time will be provided to go over the paperwork, any special instructions, and acquire keys and/or codes as needed. Handler reserves the right to refuse continuing with a client past the meet and greet for any reason. If client and handler both agree to move forward with the discussed services, a security deposit of 20% of the total will be made at the conclusion of the meet and greet.

#### **CANCELLATION POLICY:**

A client may cancel a service at any time, however, the security deposit is non-refundable and will be kept by the handler even in the event of a client-initiated cancellation. If Handler cancels, the security deposit will be refunded to the client in full. Refunds will not be made if the client chooses to cancel during the middle of a service or chooses to cut the duration of care short (i.e. returns home early).

#### **PAYMENT:**

A 20% security deposit will be made at the conclusion of the meet and greet (for first time clients) or at the booking of a service (for repeat clients) and will be non-refundable.

The remainder of the payment may be made before or after the service. Payments can be in cash or Venmo.

#### **HOME ACCESS:**

Preference for the method of entry should be indicated in the Intake Form. Please be sure to check any code or key left is in working order. Client understands Sarah Young is not responsible for any damages incurred to your home or pet by relatives, repair services, or others with access to your home. Please let Handler know via text if there will be anyone else visiting your home during Handler's visits.

The Client signing this Agreement authorizes Handler to enter the Location, and affirms that they have the authority to grant Handler permission to enter the Location for the purposes stated in this Agreement. Client and/or the person signing this Agreement shall indemnify Handler from any and all claims of trespass or improper entry by anyone claiming an ownership or occupancy rights in the Location (ex. landlord, owner, tenants, guests, roommates, etc.)

#### **HEALTH:**

Handler requires that the dog is in stable condition and up-to-date with all necessary vaccinations. Client acknowledges the risk that senior and/or sick dogs can pass from natural causes at any time, including while under the Handler's care. Client agrees not to hold the Handler responsible for the death of a pet, with the only exclusion being if the death occurs as a result of an intentional act or the gross negligence of Handler.

Client acknowledges that Handler is exposed to numerous animals every day and as a result may have been exposed to diseases or vermin (ex. fleas) that may be harmful to the dog.

#### **FORMS:**

The Intake Form, Vet Release Form, and this Contract must be completed before the service is able to begin.

#### **MEDIA RELEASE:**

Client hereby gives their full consent to all photographs, audio recordings, and/or video recordings taken of client and/or client's pet(s) during any services provided by Handler. Client agrees to seek similar consent from any persons present during Handler's services held at Client's property. Client understands that any such photographs, audio recordings, and/or video recordings ("Media") become the property of Handler and that Handler may use such Media without restriction and without any compensation owing to Client. Handler may use such Media for educational, instructional, or promotional purposes in any format now existing or in the future created.

#### **LIABILITY RELEASE:**

Handler endeavors to create an environment that is as safe as possible for the Client, Handler and the Dog. However, Client understands that any activities involving any animal involve a risk of possible injury to people or the animal. Client agrees to indemnify, defend and hold harmless Handler for any and all liabilities, loss, injuries or damages of any type resulting from the dog. Client further agrees to waive, release and hold harmless Handler for any injury or illness suffered by dog that is not the result of an

intentional act or the gross negligence of Handler. Client agrees that Handler's liability shall in no event exceed the lesser of the amount of the current chattel value of the dog or the amount actually paid by Client for Handler's services over the past 6 months from the date that any liability arose.

If Client engages other dog services apart from Handler, Client acknowledges that Handler is not associated with nor responsible for any other dog services.

**NO ASSIGNMENT:**

The Client may not delegate, assign or transfer its obligations to pay any fees owed under this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.

**SEVERABILITY CLAUSE:**

Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

**INTEGRATION CLAUSE:**

This Agreement contains the full and complete understanding and agreement between the parties with respect to or relating to the subject matter of this Agreement, and supersedes all other agreements between the parties, whether written or oral relating thereto, and may not be modified or amended except by written instrument executed by both of the parties hereto. Any ambiguities in this Agreement shall not be construed against the drafter. No failure or delay by a party to insist upon strict performance of any term, condition, obligation or covenant of this Agreement, or to exercise any right, power or remedy hereunder or under law, or as a result of a breach of this Agreement or a violation of law, shall constitute a waiver of any such term, condition, covenant, agreement, right, power or remedy, or preclude such party from exercising any such right, power or remedy at any later time or times.

**OTHER TERMS AND CONDITIONS:**

Any additional terms attached to this Agreement are incorporated into this Agreement by this reference.

**CLIENT'S RIGHTS:**

The client has the right to refuse any part of the handler's care they feel is inappropriate. It is recommended that the client openly communicates with the handler, and the care plan may be adjusted to reflect the client's wishes. The client has the right to ask further questions and be clear on all relevant details before consenting to the consulting relationship.

This contract is validated by signing below and as approval for future services without additional written authorization.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above. BY SIGNING BELOW, CLIENT ACKNOWLEDGES THAT THEY HAVE READ THE ENTIRETY OF THIS AGREEMENT, AND AGREES TO ALL OF THE TERMS OF THIS AGREEMENT.

Handler's Signature

Date

x

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Client's Signature

Date

x

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