

KEYS PET NANNY

CLIENT SERVICE AGREEMENT

TAYLOR MADE PETTING SITTING D/B/A KEYS PET NANNY PET CARE AND DOG TRAINING AGREEMENT ("Agreement")

This Agreement is made between Taylor Made Pet Sitting Services LLC d/b/a Keys Pet Nanny (referred to herein as "KPN") and any owners, members, managers, officers, directors, employees, agents, representatives, affiliates, successors, assigns, and independent contractors providing services for, through, under, in association with, or on behalf of Keys Pet Nanny (collectively included within the definition of "KPN" for purposes of this Agreement), and _____ ("Participant") as of the date indicated below. KPN and Participant may be referred to individually as "Party" or collectively, "Parties". In consideration of the mutual promises contained in this Agreement and other good and valuable consideration, KPN and Participant agree to the following terms and conditions, intending to be legally bound:

1. **Services. Name of Program ("Program") check all that apply:**

- ☐ Board & Train ☐ 1:1 individual/private training sessions ☐ Pet Sitting
- ☐ Structured Boarding ☐ Day Care Transport ☐ Other

Services to be provided by KPN may include some or all of the following: training, private lessons, initial consultation, weekly or alternate periodic training, day care, transport, socialization, boarding and training, structured boarding, pet sitting in the home or outside locations ("Services"). The specific Services will depend on the Program selected and the characteristics of the Dog/Pet (as defined herein).

As of the date of this agreement, the under signed Participant hereby waives any and all claims and agrees that services provided under this agreement shall continue on an ongoing basis until terminated by either party.

Animal(s) ("Pet") Name and Description: _____

Participant makes the following representations about Dog/Pet (check those that apply):

- ☐ Participant/household members are the only owners of Pet.
- ☐ Dog has been vaccinated against rabies, DHLPPC, and bordetella and the vaccinations are current.
- ☐ Pet is in good health and KPN has been made aware of any medical conditions/concerns regarding the pet
- ☐ Pet is not the subject of a quarantine order at this time.
- ☐ Dog/pet does not have to be muzzled around people.
- ☐ Dog/pet does not have to be muzzled around other animals.
- ☐ Dog is not a guard dog or protection dog.

1. **Program Cost.**

Structured/Training Day Care:

\$50 per dog, per day

Pop In Visits:

30 minute visit: \$35 per visit

60 minute visit: \$60 per visit

Boarding:

\$100 per dog, per day

Graduated Board & Train Clients & Day Care Clients:

\$75 per dog, per day

\$90 High Demand Bookings

Overnights in Clients Home:

\$120 (includes dinner/evening routine, sleepover and morning routine)

If additional Pop Ins are required, Pop In Pricing is used, per addition visit.

Long Term Clients: \$100 per night

Transportation Fee:

Varies by location: Between \$25-\$50 each way

* Pricing and Fees are subject to change. Pricing reflects discounted cash rate. For all electronic payments a 10% fee will be added.

1. **Cancellation Policy**

- Cancellations within 24 Hours: Cancellations made on the same day or within 24 hours of the beginning of the scheduled service will be charged 100% of the service fee of the entire booking.
- Cancellations Within 72 Hours (3 Days): Cancellations made within 72 hours of the scheduled service start will be charged 50% of the service fee of the entire booking.
- Cancellations Outside of 72 Hours (3 Days): No charge will be applied for cancellations made more than 72 hours in advance.

This policy applies to all pet sitting, pop in visits, boarding, and private lesson training services.

Board and Train clients require a \$500 non refundable deposit at time of booking. This deposit will be used towards the total cost of your program choice. If you decide to cancel, you will not be refunded your deposit.

1. **Representations and Warranties of Keys Pet Nanny (KPN).** Participant acknowledges that KPN has provided no representations, guarantees or assurances with respect to the

quality or delivery of the Program. KPN does not consider dog behavior consultation services to be an exact science. Each Participant and dog combination is different and therefore, NO RESULT IS GUARANTEED OR ASSURED UNDER THIS AGREEMENT.

Participant confirms that, except for that which is specifically written in this Agreement, no promises, representations or oral understandings have been made with regard to Dog or the Services to be provided. Without limiting the generality of the foregoing, Participant acknowledges that KPN has not represented, promised, guaranteed, or warranted that Dog can be trained, that Dog will never bite, that Dog will not be dangerous or vicious in the future, that Dog will not exhibit other behavioral problems.

1. **Participant's Responsibilities.** The Participant also understands and agrees that in order for training to have the best chance for success with Dog, Participant must follow the instructions provided by KPN, including all homework assignments and instructions regarding how to train and work with Dog at home after formal training sessions with KPN. The Participant also understands and agrees that if Participant fails to follow the instructions provided to Participant by KPN for training Dog at home, the success of Dog's training. Also, if Participant conducts himself or herself or works with Dog in ways that are contrary to the instructions provided by KPN and in the professional opinion of KPN the conduct will jeopardize the well-being of Dog, training, or enhance the aggressive or maladaptive behaviors of Dog, KPN may terminate this Agreement as provided herein.
1. **Term and Termination.** This Agreement is in effect from the date indicated below to the completion of Services or unless otherwise terminated herein.
 1. *Termination by Participant.* If during the term of the Agreement, Participant decides to terminate Dog's participation in the Services before completion of the Services, Participant will not be entitled to a refund.
 1. *Termination by KPN.* If during the term of the Agreement, KPN determines that Dog will no longer benefit from Services, KPN can terminate the Agreement.
1. **Waiver of Liability.** Participant agrees to sign the Waiver of Liability, Assumption of Risk, and Indemnity Agreement ("Indemnity Agreement") attached hereto as Exhibit A and incorporated into this Agreement by this reference. Participant acknowledges that KPN and their agents, representatives, employees, and affiliates are materially relying on Participant's agreement to the terms and conditions of the Indemnity Agreement in allowing the Participant to participate in the Program.
1. **Limited Liability.** In no event shall KPN be liable for any other consequential, incidental, indirect or economic damages incurred or suffered by Participant arising as a result of or related to the Services, whether in contract, tort, or otherwise, even if Participant has been advised of the possibility of such loss or damages. Participant further agrees that the total liability of KPN for all claims of any kind arising as a result of or related to this Agreement, or to any act or omission of KPN, whether in contract, tort or otherwise, shall not exceed

an amount equal to the amount actually paid by Participant to KPN for the Services during the six (6) month period preceding the date the claim arises.

1. **Indemnification.** Participant("Indemnifying Party") agrees to defend, indemnify and hold harmless the KPN , its directors, officers, employees, agents, and those of its affiliates (individually, "Indemnified Party" and collectively, "Indemnified Parties"), from any and all claims, causes of action, judgments, settlements, losses, damages, demands, liabilities, fines, penalties, litigation and other expenses (including, without limitation, reasonable attorneys' fees and court costs) asserted by a third party (including governmental agencies) against an Indemnified Party: (a) arising from or relating to the Agreement (including personal injury, death, or property damage) to the extent caused or arising out of the negligence, willful misconduct, breach of this Agreement by the Indemnifying Party or an agent of the Indemnifying Party; or (b) violation of law by the Indemnifying Party or an agent of the Indemnifying Party. An Indemnified Party agrees to provide prompt notice to the Indemnifying Party of any claim for which indemnification is sought hereunder and reasonable cooperation by the Indemnified Party in the defense of such claims at the Indemnifying Party's expense. No settlement of a claim that affects the rights of the Indemnified Party hereunder shall be entered into without the prior written consent of Indemnified Party.
1. **Dog's/Pet's Condition.** Although KPN makes every effort to protect the health and wellbeing of every dog, unexpected events can occur. If Pet is injured in a dog fight or an accident, gets fleas, ticks or worms, contracts any illness or disease, is lost or stolen, during or after the term of this Agreement, on or off the site of the pet sitting, training, including the KPN premises or participants home, Participant accepts the risk of the same and agrees that KPN, and their agents, representatives, employees, and affiliates, shall not be held responsible for any resulting injuries, losses, damages, costs or expenses. Participant understands and agrees and hereby releases KPN, and their agents, representatives, employees, and affiliates from any and all claims, demands and actions, resulting from or related to personal injuries and/or damage to property, including injuries to dogs and/or humans, sustained while participating in activities with and involving Services, including all activities related to Services occurring off site of KPN premises, before or after actual Services are performed.
1. **Veterinary Care of Dog/Pet.** Participant further agrees to assume to cost of veterinary care provided to Pet in the event of an emergency wherein KPN, in their discretion, believes Pet needs prompt medical attention. For non-emergent medical conditions, KPN will contact Participant regarding veterinary services and the appropriate course of action, as well as costs. Participant agrees to allow KPN to make medical decisions for Pet's welfare and to indemnify and hold harmless KPN for decisions made and care rendered for Pet's physical well-being, including but not limited to all manner of veterinary care.
1. **Animal Food & Other Items for the Pets.** Owner acknowledges that the animal's food and any needed medication for the duration of the stay is the Owner's responsibility and should be provide during time of pet sitting services with instructions. The Owner agrees

that KPN will not be held responsible or liable for any lost, stolen or damaged personal property belonging to Owner or their animal.

13. **Training Techniques Used by KPN.** By participating in our board and train program Owner acknowledges and fully understands that KPN will employ training tools and techniques that are used to train and modify the behavior of dogs. Furthermore, Owner is aware that dog training can include training tools such as prong collars and e-collars. Owner engages KPN to provide services for his/her dog as is deemed necessary in the sole discretion of KPN.

14. **Independent Contractor.** The parties acknowledge and agree that KPN is an independent contractor. KPN shall have the direction and control of its services to Participant. Nothing contained in this Agreement shall be construed so as to create a partnership between the parties or to authorize either Party to act as a joint venturer, general agent, affiliate, or employee of the other Party. Neither Party shall have any authority to make contracts, commitments, statements or representations on behalf of the other Party, except as set forth in this Agreement. This Agreement is nonexclusive. It does not prohibit KPN from offering professional services to other persons.

15. **Media Release.** Participant agrees that any images of Participant or Pet taken by KPN or its agents, owners, officer, or directors, during the course of the Program and time periods associated with the Program, are and will continue to be for all time the exclusive property of KPN. Participant consents to the irrevocable, perpetual and unrestricted right and permission to take, use, re-use, publish, republish, modify, create derivative works, distribute, and reproduce the photographs and/or audio and/or video recordings taken of Participant and Dog/Pet by KPN, without restriction as to changes or alterations, (the "Media") for marketing, instructional purposes, and for any other purpose deemed appropriate by KPN. Participant understands that KPN is under no obligation to exercise any of the rights or privileges granted. Participant acknowledges and agrees that the KPN retains any and all copyright, intellectual, and other property rights to the Media.

Participant releases and forever discharges KPN of and from any and all claims and demands of every name, kind or nature whatsoever, whether claimed to be against person or property, in law or in equity, whether such claims are presently known or unknown, direct or indirect, fixed or contingent, which the undersigned has ever had, or now has, or which the undersigned may claim to have against the KPN caused by, or arising out of, or in any way related to the KPN exercising the rights granted with respect to the Media.

16. **Natural Disaster/Emergency Policy.** In the event of a natural disaster including, but not limited to tornado, hurricane, flooding, earthquake, etc., or other emergency that makes the KPN unable to render services or their facility unusable (i.e., fire, flooding), the Owner understands it is his/her responsibility to return home or schedule alternative care for the animals in a timely manner and in accordance with any mandatory evacuations, etc. The Owner understands that KPN will do everything reasonably possible to secure the safety of the animal during a natural disaster and the Owner agrees to indemnify, release, and hold KPN harmless of any and all liability related to any natural disaster of any sort.

17. **Severability.** If any portion of this Agreement is held invalid by a court of competent jurisdiction, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

18. **Dispute Resolution.** If a dispute arises from this Agreement that cannot be resolved by mutual consent, Parties agree to binding mediation. Parties shall act in good faith to identify a mutually acceptable mediator. If a mediator cannot be agreed upon by Parties, each Party shall designate a mediator and those mediators will select a third mediator who will act as the neutral mediator, assisting Parties to mediate in good faith to reach a resolution. Parties shall share equally in the cost of mediation. If the dispute is resolved successfully through mediation, the resolution will be documented by a written agreement execute by Parties. If the mediation does not successfully resolve the dispute, the mediator will provide written notice to Parties and Parties may then seek an alternative form of resolution of the dispute according to the remaining terms of this Agreement and other rights and remedies afforded by the law.

19. **Entire Agreement.** This Agreement is the entire Agreement between Participant and KPN. Any modification to this Agreement must be in writing, signed by both parties. This Agreement binds Participant, and Participant's respective heirs, executors, representatives, successors and assigns.

20. **Governing Law; Venue.** The construction, interpretation and enforcement of this Agreement shall be governed by the substantive law of the United States of America and the State of Florida, U.S.A., without regard to its conflict of law provisions. For matters subject to litigation hereunder, the Parties consent and submit exclusively to the jurisdiction and service of process of the courts of Monroe County, Florida.

[Signature page to follow]

[Signature page to Services Agreement]

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

TAYLOR MADE PET SITTING
D/B/A KEYS PET NANNY

By: _____ By: _____

Name: Sarah Taylor

Title: Owner

Name: _____

Title: Participant

Date: _____ Date: _____