

# PET CARE SERVICES CONTRACT

This Agreement is made and entered	this day of		, 20	between and
among BLISSFUL BUDDHA PET SERVICES,				
("Owner"), r	esiding at			, Savannah,
Georgia (the "Residence"). For good and	valuable conside	eration, the recei	pt of wh	nich is hereby
acknowledged, BBPS and Owner agree as follows:	ows:			
Article 1. Services				
1.1 BBPS agrees to provide pet care and ot request. Such services may include, but are n service, dog yoga/massage, pet photograph services, Owner agrees to pay BBPS the curequested services to Owner.	ot limited to, pet s y, home care and	sitting, dog walking d plant care. In	g, groomir consider	ng, taxi/shuttle ation for such
1.2 It is understood and agreed that the obapply to all services provided by BBPS to Owner for services prior to new bookings.	_		_	
1.3 BBPS's services will be provided in accordate to the terms, conditions and limitations set for				
1.4 Owner shall be solely responsible for disciplent allergies, illnesses, health conditions, halfavorite hiding places) that could potentially personnel.	bits or behaviors	(e.g. aggressivene	ss, biting,	, escaping and
1.5 Owner shall be responsible for furnishing but not limited to, an adequate food and wat scoop, leashes, well-fitting collars, and appropereby authorizes BBPS to restock such supple reimburse BBPS the actual cost of the supplie service charge.	er supply, medica priate equipment lies. In the event o	tions, crate/bedding for safe handling. of a restock errand	ng, cat litt If necess I, Owner a	ter, cat litter sary, Owner agrees to
1.6 For dogs and cats, Owner must ensure information and a current rabies vaccination	•	collar includes O	wner's cu	urrent contact

1.7 Owner is solely responsible for pet-proofing Owner's Residence, both inside and out, including

1.8 Owner shall provide names and contact information for no less than two (2) emergency contacts that can make decisions on the wellbeing of Owner's pets and home in the event of an emergency during BBPS

securing doors, fences, gates, latches and openings which could potentially result in escape.

reservation if Owner is not reachable.

Initial \_\_\_\_



## **Article 2. Payment Terms**

- 2.1 First time clients or clients with a history of late payment will be required to pay in advance before services. Otherwise, payments are due upon BBPS's completion of the requested services or as may be mutually agreed by BBPS and Owner.
- 2.2 An insufficient funds fee of \$35.00 will be assessed for any returned check.
- 2.3 A finance charge of ten percent (10%) per month will be added to unpaid balances after fifteen (15) days.
- 2.4 A 50% cancellation fee will be assessed for cancellations that occur less than 24 hours prior to the scheduled service. A 50% cancellation fee will be assessed for cancellations that occur with less than one week's notice of a major holiday.
- 2.5 A \$5 last minute booking fee will be applied to each visit scheduled with less than 24 hours notice.

#### **Article 3. Pet Safety**

- 3.1 Owner authorizes BBPS to use all means reasonably necessary in BBPS's discretion to keep Owner's pet(s) safe and healthy while providing services under this Agreement. This includes, but is not limited to, isolating an ill, injured or aggressive pet in a separate room or crate and/or seeking medical attention for an ill or injured pet.
- 3.2 Owner acknowledges that BBPS must meet all pets with Owner present prior to first reservation. All pets being cared for by BBPS must belong to Owner. If other pets will be present for BBPS reservation, those pets' owners must sign new client paperwork and meet with BBPS in advance of reservation.
- 3.3 In the event BBPS, in its discretion, deems veterinary treatment is necessary, BBPS will first attempt to contact Owner. If Owner cannot be reached, BBPS will attempt to contact the designated Emergency Contact. If neither party can be reached, Owner authorizes BBPS to seek treatment from a veterinarian pursuant to the Veterinary Authorization Form executed herewith and incorporated herein by express reference. It is to be noted that the amount on the veterinary authorization form is the maximum allowable expense for life saving measures. In the event that life-saving measures exceed this amount, Owner understands that pet is at risk for further injury, illness, or even death. In the event that the pet is suffering, the pet, at the discretion of the veterinarian, may be humanely euthanized.
- 3.4 For dogs and cats, Owner represents and warrants that the pet or pets subject to this Agreement will remain current with rabies vaccinations during the duration of this Agreement. For dogs, Owner represents and warrants that the pet or pets subject to this Agreement receive regular heartworm testing and monthly heartworm prevention and will remain current on same during the duration of this Agreement. BBPS reserves the right to request veterinary records from Owner to ensure compliance with this Section of the Agreement at any time while this Agreement is in force.



- 3.5 Owner acknowledges that BBPS is not able to evacuate pets in the event of a natural disaster (e.g., hurricane). Owner is responsible for pet evacuation in such event.
- 3.6 Owner acknowledges that BBPS cannot guarantee the long term employment or availability of each individual employee. BBPS will assign Owner a primary sitter and backup sitters. Owner will meet one sitter at initial meeting unless pet health or behavioral concerns warrant the need for all caretakers to meet pets and Owner in advance.
- 3.7 BBPS reserves the right to terminate the provision of services under this Agreement in its sole discretion in the event BBPS determines that instructions given for care are causing harm or neglect to Owner's pets. BBPS has the pets' best interest at heart and refuses to take part in care that is neglectful or harmful to the pet. In such event, BBPS will first attempt to contact Owner to make alternative pet care arrangements. If Owner cannot be reached, BBPS will attempt to contact the designated Emergency Contact for such purpose. If neither party can be reached, or if BBPS and Owner or Owner's Emergency Contact are unable to mutually agree upon alternative pet care arrangements, Owner hereby authorizes BBPS to place the pet in a kennel of its choosing, in which case all boarding or hospitalization and related charges, including transportation, incurred will be borne in full by Owner.
- 3.8 BBPS reserves the right to terminate the provision of services under this Agreement in its sole discretion in the event BBPS determines that Owner's pet poses an unreasonable danger to the health of itself, other pets, BBPS personnel or other people. In such event, BBPS will first attempt to contact Owner to make alternative pet care arrangements. If Owner cannot be reached, BBPS will attempt to contact the designated Emergency Contact for such purpose. If neither party can be reached, or if BBPS and Owner or Owner's Emergency Contact are unable to mutually agree upon alternative pet care arrangements, Owner hereby authorizes BBPS to place the pet in a kennel of its choosing, in which case all boarding and related charges incurred will be borne in full by Owner.

#### Article 4. Access to Owner's Residence

4.1 If it is necessary for BBPS to enter Owner's Residence to provide services under this Agreement, Owner shall provide an adequate means of accessing and securing the Residence, including, but not limited to, a key or keys; a code and clear instructions for arming and disarming any security devices in operation; and, if applicable, a guest pass or access code for entry into a gated community. BBPS will provide a lockbox for keys to remain on Owner's property (\$15). When a lockbox is not permitted, BBPS will retain possession of two copies of keys to the Residence until Owner requests return thereof. However, in the event BBPS is required to pick up a new key or keys prior to the next service session, BBPS will assess a pick-up fee of \$15.

4.2 In the event BBPS is unable to gain entry into the Residence, Owner hereby authorizes BBPS to employ a locksmith to provide access. Should the services of a locksmith be required due to Owner's failure to



provide a proper means of access or the malfunction of a lock or other door opening mechanism, Owner shall reimburse BBPS for all costs incurred in connection therewith.

- 4.3 When appropriate, Owner agrees to notify neighbors that BBPS is providing services at the Residence in order to prevent unnecessary contact with neighborhood security and/or police.
- 4.5 For security and the safety of BBPS staff, Owner shall notify BBPS in advance if other people will be accessing the Owner's residence during the dates of BBPS reservation.

## Article 5. Owner's Responsibilities in Event of Personal Injury or Property Damage Caused by Pet

- 5.1 Owner acknowledges and agrees that Owner is <u>solely responsible</u> for any and all injuries or damages caused by Owner's pet(s), including, but not limited to, physical injuries to BBPS personnel and third parties and damage to property owned by Owner, BBPS, BBPS personnel and third parties.
- 5.2 To the fullest extent permitted by law, Owner agrees to <u>indemnify</u>, <u>defend</u>, <u>and hold harmless</u> BBPS, Tess Abbott, their employees and their agents from and against any and all claims, damages, losses, or penalties, including, but not limited to, medical expenses, attorney's fees and costs, arising from or related to injuries or damages to persons or property caused by Owner's pet or pets, including, but not limited to, injuries to BBPS personnel or third parties and damage to property owned by Owner, BBPS, and BBPS personnel.

## Article 6. Limitations of BBPS's Liability

- 6.1 To the fullest extent permitted by law, Owner hereby <u>covenants not to sue and releases</u> BBPS, Tess Abbott, their employees and their agents (collectively "Releasees") from any and all causes of action, claims or demands of any nature whatsoever (except to the extent arising from a Releasee's gross negligence or willful misconduct) which the Owner may now have or have in the future against Releasees on account of personal injury, property damage/loss, death or accident of any kind, including claims relating to injury, loss, or death of Owner's pet(s) and damage to, theft, or loss of Owner's property. Owner fully understands and agrees that Owner will be <u>solely responsible</u> for any injuries sustained in connection with BBPS's provision of services under this Agreement, including loss or injury to Owner's pet(s), property damage or loss/theft of Owner's property, and that Owner is relieving Releasees of liability for such loss, injury or damage (other than as a result of a Releasee's gross negligence or willful misconduct).
- 6.2 Without limiting the generality of the foregoing Section 6.1, if Owner's security system generates a false alarm in connection with BBPS's provision of services under this Agreement and a fee or penalty is assessed, Owner acknowledges that such fee or penalty shall be Owner's <u>sole responsibility</u> and hereby <u>releases and waives</u> any claims against BBPS, Tess Abbott, their agent and employees in connection with such fee or penalty.



### Article 7. Miscellaneous

- 7.1 Either BBPS or Owner may terminate this Agreement at any time for any reason or no reason at all in their sole discretion.
- 7.2 This Agreement shall be governed by and is subject to interpretation under the laws of the State of Georgia.
- 7.3 This Agreement constitute the entire agreement of BPSS and Owner and supersedes all prior discussions and agreements between BBPS (or any of its employees or agents) and Owner with respect to all matters relating to the provision of pet care and related service and all other matters contained herein. No waiver or modification of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom enforcement of the waiver is sought.
- 7.4 Owner acknowledges that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Georgia and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

This day of	, 20
	BLISSFUL BUDDHA PET SERVICES, LLC
	By:
	Its:
	OWNER:
	Signed:
	Printed: