

Pet Care Service Agreement

This Agreement is made as of the ____ day of _____, _____
between:

KMV and Friends Pet Sitting, LLC

Fargo, ND 58104

(hereinafter "Company" or "KMV")

and

(hereinafter "Client")

Company and Client are sometimes referred to herein as the "Parties" or singly as a
"Party."

RECITALS:

- A. Client wishes to retain KMV to provide care for Client's companion animal;
- B. KMV has the skills, qualifications, and expertise required to provide the care for the companion animal and wishes to provide said care; and
- C. The parties desire to set forth their agreement for the services provided for Client's companion animal in this document.

In consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:

- 1. Services:** KMV agrees to perform the pet care services as more particularly defined and set forth in the attached Exhibit 1 "Scope of Services." Services not expressly set forth in Exhibit 1 are excluded.
- 2. Companion Animal:** The companion animal that is the subject of this Agreement is detailed on the Pet Profile attached as Exhibit 2 ("Companion Animal"):
- 3. Independent Contractor:** KMV is an independent contractor and is not an employee of KMV. Services performed by KMV under this Agreement are solely for the benefit of Client unless specified otherwise. Nothing contained in this Agreement creates any duties on the part of KMV or Client toward any person not a party to this Agreement.
- 4. Standard of Care:** KMV will perform services under this Agreement with the degree of skill and diligence normally practiced by professionals within their respective fields of expertise performing the same or similar services. No other warranty or guarantee,

expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.

5. Changes/Amendments: This Agreement and Exhibits 1 and 3 may not be changed except by written amendment signed by both parties. In the event of a mutually agreed upon written amendment, KMV shall promptly notify Client if those changes to the Scope of Services affect the schedule, level of effort or fee due to KMV. In such event, the schedule and/or fee shall be adjusted to reflect such changes. Exhibits 2 and 4 may be updated in good faith by the Client through the online booking platform offered by KMV. Any updates to Exhibits 2 and 4 through the online booking platform must be communicated to KMV in writing to be effective. Changes made to Exhibits 2 and 4 without such proper notice in writing will be disregarded and will not be binding upon KMV.

6. Fee for Services: KMV shall submit an invoice to Client setting forth the amount due for services expected for the upcoming booking. Cancellations by Client made at least forty- eight (48) hours prior to the start of booking will receive a full refund. Cancellations made at least twenty-four (24) hours prior to the start of booking will receive a 50% refund. All other cancellations are non-refundable.

7. Payment: Client shall pay the full amount for services at least two calendar days prior to the date of expected service. No services will be completed on unpaid invoices. Any amounts billed, not disputed as provided below, and unpaid after thirty (30) days from the date of service, shall be subject to additional charges for interest at a rate of 1-1/2 percent per month (or the maximum percentage allowed by law, whichever is lower) on the unpaid amounts. If Client fails to pay invoiced amounts within thirty (30) days after delivery of invoice, KMV, at its sole discretion, may initiate collection proceedings without incurring any liability or waiving any right established hereunder or by law.

8. Emergencies: In the event of any emergency situation with Companion Animal, including, but not limited to, physical emergencies such as uncontrolled vomiting, an animal attack, fever, refusal to eat, and other behavioral problems, KMV is to first and foremost begin transport to the Facility listed on the Veterinary Release Form attached as Exhibit 3 (the "Facility") for immediate treatment:
If the Facility is closed during the time of the emergency, KMV will then take Companion Animal to the nearest emergency clinic. En route to the Facility or to any emergency clinic, KMV will first attempt to reach Client through the contact information provided on the Client Information Sheet attached as Exhibit 4. If KMV cannot reach the Client immediately, KMV will then call the emergency contact person listed on Exhibit 4. KMV will continue good faith attempts to reach Client.

9. Access and Security: KMV shall have access to Client's home in order to render the Services under this Agreement. As such, KMV shall access the home as follows (check all that are applicable):

Lock Box Key Access (describe location): _____

Access Code (provide code): _____
Gate Control Information (detail information): _____
Key Pick-up/Drop-off (address for location): _____
Other (please describe): _____

There is an additional **\$10.00 fee** for each key pick-up or drop-off required. Company may provide a lock box to Client at the Client's expense. Clients with electronic door codes must have a physical key back up or alternate way to access home in case of failure.

Additional information regarding the home shall be included on the Client Information Sheet attached as Exhibit 4. Should KMV be given any keys or other means of entry and access to Client's home or other private space, KMV hereby agrees to maintain the secrecy of all such information and to share it with no one other than its employees and independent contractors. KMV further agrees to return all such access information and devices back to Client upon termination of this Agreement.

10. Indemnity: Client shall not be responsible to KMV for any injuries as a result of KMV's provision of services under this Agreement, except as otherwise stated in this provision. KMV agrees to maintain appropriate insurance coverage for the bounds of KMV's work. Following operation of applicable rights of contribution and to the extent permitted by law, KMV agrees to indemnify, defend and hold harmless Client from and against any and all loss, damage, claim or liability (including without limitation, reasonable attorneys' fees) incurred by Client to the extent arising out of negligent acts, errors or omissions of KMV, including claims by any third party or claims made by employees of KMV. Following operation of applicable rights of contribution and to the extent permitted by law, Client agrees to indemnify, defend and hold harmless KMV and its directors, officers, employees and consultants from and against any and all loss, damage, claim or liability (including, without limitation, reasonable attorney's fees) incurred by KMV to the extent arising out of negligent acts, errors or omissions of Client including claims by any third party or claims made by employees of Client.

11. Limitation of Liability: To the extent permitted by law, the total liability of KMV to Client for any and all claims arising out of this Agreement, whether caused by negligence, errors, omissions, strict liability, breach of contract or contributions, or indemnity based on third-party claims, shall not exceed the amount of compensation paid by Client to KMV under this Agreement during the most recent 12-month period prior to the effective date of the termination.

12. Consequential Damages: In no event and under no circumstances shall either KMV or Client be liable to the other for any interest, loss of anticipated revenues, earnings, profits, increased expense of operations, loss by reason of shutdown or non-operation due to late completion, or for any consequential, indirect or special damages.

13. Termination: This Agreement will terminate on _____.
Either party may terminate this Agreement upon thirty (30) days written notice to the other party. Client shall pay KMV for all services rendered through the date of

termination. If either party defaults in its obligations under this Agreement (including the obligation to make payments hereunder), the non-defaulting party may suspend performance under this Agreement, after giving seven (7) days written notice of its intention to suspend performance under this Agreement and if cure of the default is not commenced and diligently continued.

14. Dispute Resolution: KMV and Client shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner and agree that if a dispute cannot be resolved within a reasonable time, the parties will submit the dispute to a professional mediator.

15. General Provisions:

15.1. This Agreement is the sole Agreement between Company and Client. Any changes will require the signature of both parties.

15.2. If any part of this Agreement is held to be unenforceable, the rest of this Agreement will remain in full force and effect giving full implementation to the expressed intent of the parties as closely as possible.

15.3. It is agreed between the parties that time is of the essence in each provision of this Agreement.

15.4. If and to the extent that applicable law confers any rights or imposes any duties inconsistent with or in addition to any other provisions of this Agreement, the affected section shall be considered amended to conform thereto.

15.5. Words and phrases herein, including any acknowledgment hereof, if any, shall be construed as the singular or plural and as masculine or feminine, according to context.

15.6. References to "including" are deemed to be followed by "without limitation." The words "and" and "or" mean, and are used in the inclusive sense of "and/or." References to agreements, documents, guarantees and similar agreements and instruments shall be deemed to refer as well to all schedules, exhibits, addenda, attachments, and amendments thereto.

15.7. Any notice, demand, or request with respect to this Agreement shall be in writing and shall be effective only if it is delivered by personal service, by air courier with receipt of delivery, or mailed, certified mail, return receipt requested, postage prepaid, to the address set forth above. Such communications shall be effective when they are received by the addressee; but if sent by certified mail in the manner set forth above, they shall be effective three (3) days after being deposited in the mail. Any party may change its address for such communications by giving notice to the other party in conformity with this section.

15.8. This agreement will be binding on the parties, their administrators, successors, and assigns.

15.9. Exercise of any right will not be considered to be an election of remedy or the exclusive remedy of a party.

15.10. This Agreement will be interpreted in a fair and neutral manner without favoring one party over the other. No provision of this Agreement will be interpreted for or against

any party because the provision was drafted by that party or its legal representative.

15.11. The parties agree to engage in fair dealing with each other at all times, and agree to deal with each other only in good faith.

15.12. This Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota, without regard to its choice of law principles. The parties consent to exclusive jurisdiction and venue in the federal and state courts sitting in Cass County, North Dakota.

15.13. In the event of any litigation between the parties hereto under any of the provisions of this Agreement, the non-prevailing party to such litigation agrees to pay the prevailing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in such litigation. The parties agree that the Court presiding over the litigation shall determine whether the party is a "prevailing party," and shall determine the reasonable amount of attorneys' fees and costs recoverable. The parties agree that the amount of attorneys' fees and costs which may be awarded must bear a reasonable relationship to, and must be limited by the Court to a reasonable amount in view of, the amount recovered by the prevailing party in such matter and the positions initially taken by the parties. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs and other expenses.

15.14. The obligations under this Agreement will remain in effect regardless of additional documents signed by the parties. These obligations will not be considered merged into additional or later documents, except by express written agreement that a merger is occurring. **15.15.** This document may be executed in separate counterparts, with the separate counterparts taken together constituting one Agreement. A signature appearing by photocopy, facsimile or electronically, such as a pdf file, will be considered the same as an original signature for all purposes.

IN WITNESS WHEREOF, the parties have signed this Agreement the date first written above.

COMPANY:
KMV and Friends Pet Sitting, LLC

Dated: _____.

By: _____
Kaleigh Von Bank Managing Member

Client:

Dated: _____.

(print name)

Exhibit 1
Scope of Services

The Company shall provide the following services to Client for Companion Animal according to the Pet Care Services Agreement:

Dog Walking

Frequency:

Daily (preferred time): _____

Weekly (preferred days and times): _____

As scheduled

For dog walking services, the Company will provide and use a standard leash for all walks in place of flexileads and will properly fit any existing collars, harnesses, or training collars to ensure no injury will occur.

Pet Sitting

As scheduled

Overnight Care

As scheduled

**Exhibit 2
Pet Profile**

See attached.

Exhibit 3
Veterinary Release Form

See attached.

Exhibit 4
Client Information Sheet

See attached.