

"Me And The Dogs"



Me and the Dogs, LLC Agreement for Pet Care Services and Release of Liability

Parties:

The Parties to this Agreement are Me and the Dogs, LLC (Me and the Dogs) and the pet owner identified in the Client Identification Sheet. Attached hereto as Exhibit A and incorporated herein by reference (hereinafter referred to as "Owner").

Recitals:

Me and the Dogs is in the business of providing grooming, feeding, watering, exercise, pet sitting/boarding and medication services as requested for domestic pets (collectively referred to as "Pet Care Services" herein). The Owner owns the animal or animals identified in the attached Exhibit A (hereinafter referred to as "Owner's pet(s)") and desires to engage the services of Me and the Dogs L.L.C. The parties desire to set forth the terms and conditions of their agreement.

Agreement:

In consideration of the mutual promises and covenants contained herein, the sufficiency of which is acknowledged, the parties hereto agree as follows:

1. **Scope and Duration.** This Agreement and the terms and conditions set forth herein shall apply to any and all Pet Care Services performed by Me and the Dogs on behalf of Owners Pet(s) at any time. This Agreement is effective on the date set forth below and shall continue in effect until canceled by either party by written notice to the other.
2. **Pet Care Services.** Me and the Dogs agrees to provide loving care to include, but not limited to, grooming, feeding, boarding and watering, exercising and administering scheduled medications (if any) and supplies. Me and the Dogs reserves the right to purchase additional food and/or supplies for Owners Pet(s) if needed and Owner agrees to reimburse Me and the Dogs for such additional food and/or supplies.
3. **Fees and Costs.** Fees for Pet Care Services shall be based on the rates in effect at the time such services are performed. Me and the Dogs will provide current rates upon request. Owner agrees to promptly pay all fees incurred for Pet Care Services. Owner further agrees to reimburse Me and the Dogs for any and all expenses incurred in connection with performing Pet Care Services on behalf of Owners Pet(s). A handling fee of twenty dollars (\$20) will be charged for all returned checks.
4. **Vaccinations.** Owner warrants that the pet(s) being left in the care of Me and the Dogs is/are healthy and current on all necessary vaccinations. Prior to commencement of Pet Care Services. Owner must supply Me and the Dogs with proof of current vaccinations as follows: Distemper, Hepatitis, Leptospirosis, Parainfluenza, Parvovirus, (or commonly known as DHLPP) Rabies and Bordatella (commonly known as Kennel Cough). A veterinary-approved flea program is also mandatory. Owner must provide Me and the Dogs with current immunization records on an annual basis. **If proof of current vaccinations is not received, Me and the Dogs will not provide Pet Care Services.**
5. **Identification and License Tags.** Owner is solely responsible for ensuring that Owner's Pet(s) is/are equipped at all times with a collar that has identification and license tags having the accurate information. Said identification tags must comply with all current and local laws.
6. **Authorization to Enter Premises.** Owner hereby authorizes Me and the Dogs's members, agents and employees to enter the premises identified in the attached Client Information Sheet under circumstances where Owner has requested pet sitting or other services in which access to said premises is necessary.
7. **Authorization to Arrange for Alternate Caregiver.** If the primary caregiver for Owner's Pet(s) is unavailable, Owner agrees that Me and the Dogs is authorized to arrange for another qualified member/employee to provide Pet Care Services without prior notice to Owner.

8. Cancellation Policy. A fee equal to missed service will be assessed for off leash and daycare if cancellation notice is less than 24 hours. Boarding cancellations require a 7 day notice and fees will be assessed on a prorated basis equal to the number of days that are not re-booked by another Pet Owner.
9. Termination of Services. Me and the Dogs, in its sole discretion, has the right to discontinue Pet Care services on behalf of any pet if it is determined that said pet poses a danger to itself or to the health or safety of Me and the Dogs members, agents and employees, the public, or other pets in Me and the Dogs's care. Under circumstances where termination of services is warranted, Me and the Dogs shall attempt to contact Owner or Owner's emergency contact. If neither is available, Me and the Dogs shall have the right to place Owner's Pet(s) in a commercial kennel facility of its choosing at Owner's expense.
10. Emergency Health Care. In the event of an emergency involving the health of any pet being cared for by Me and the Dogs, Owner hereby authorizes Me and the Dogs to obtain such emergency veterinarian care for the pet(s) as Me and the Dogs may deem necessary. Owner further authorizes Me and the Dogs or its representatives to incur veterinary costs in the name of the Owner. The name and telephone number of the veterinarian to be contacted is specified on the Client Information Sheet. In the event the identified veterinarian is unavailable, or in the event of an emergency after veterinarian office hours, or in the event where time is crucial, Me and the Dogs may seek the care of an other licensed veterinarian or emergency care veterinarian facility. Owner agrees to release, indemnify, defend and hold harmless Me and the Dogs, its employees, agents, representatives and independent contractors, from any liability arising from or related to the care provided by the veterinarian or veterinarian facility including, but not limited to any veterinary charges incurred.

Assumption of Risks & General Liability Release

Assumption of risks. Me and the Dogs agrees to exercise all reasonable care and diligence in the care of pets and property. However, Owner acknowledges and agrees that due to the extreme unpredictability of animals, Owner's Pet(s) may be exposed to a variety of risks while in Me and the Dogs which could result in injury, death, illness, disease, mental or physical damage or loss to Owner Pet(s) or third parties. Owner understands and acknowledges those risks. Those risks may include, but are not limited to: (1) attacks by other animals; (2) exposure to inclement weather; (3) exposure to disease; (4) complication in administering medicine; (5) theft of pet; (6) accidental death of pet; (7) burglary, damage or fire at Me and the Dogs facility; and (8) mental or physical injury suffered by Owner or third parties arising from or related to any of the foregoing.

Releases from Liability / Indemnification. Owner hereby RELEASES Me and the Dogs and its members, agents, employees, and independent contractors from any liability for losses or damages arising out of or in any way related to its Pet Care Services including, but not limited to, the loss, injury, death or theft of any Pet(s) that Me and the Dogs has in its care. Owner further agrees that he/she shall be solely responsible for all acts and behavior of Owner's Pet(s) at all times during the term of this Agreement and in no case shall Me and the Dogs be liable for any Pet(s) acts or behavior.

Owner further agrees to indemnify, defend and hold harmless Me and the Dogs, its members, agents, employees, and independent contractors, against any and all claims, damages, losses, costs, fees (including attorney's fees and litigation costs), that may be asserted by Owner or any third party related to or which arise out of Me and the Dogs Pet Care Services, including, but not limited to, claims relating to any death, loss, illness, injuries to Owner's Pet(s), other animals, property damage or Me and the Dogs employees, independent contractors or third persons.

Acknowledgment. Owner hereby acknowledges that he/she has carefully read the above provisions entitled "ASSUMPTION OF RISKS" and "RELEASES FROM LIABILITY / INDEMNIFICATION" and understands their effect. Owner further understands that by signing below, he or she will be waiving any right to litigate legal claims against Me and the Dogs, L.L.C. (Owners Initials) _____

Construction.

Context. As the context may require, the gender of all words used herein shall include the masculine, the feminine, and the neuter, and the singular of all words shall include the plural and the plural as singular.

Governing Law. This Agreement shall be interpreted under the laws of the State of Washington.

Venue. In the event a lawsuit is filed relating to any dispute arising out of this Agreement, venue for said lawsuit shall lie in the courts of King County, State of Washington.

Attorneys Fees. The substantially prevailing party in any legal proceeding regarding this Agreement shall be entitled to reasonable attorneys’ fees and cost of suit, including the pre-arbitration, pre-trial, trial and appeal states of litigation.

Dispute Resolution.

General. The Parties agree to attempt to resolve all disputes arising out of this Agreement by mediation and, if mediation is unsuccessful, by binding arbitration.

Procedure. Any party to this Agreement desiring mediation may begin the process by giving the other party a written Request to Mediate, describing the issues involved and inviting the other party to join with the calling party to name a mutually agreeable mediator and a time frame for the mediation meeting. The parties and mediator may adopt any procedural format that seems appropriate for the particular dispute. The contents of all discussions during the mediation shall be confidential and non-discoverable in subsequent arbitration or litigation, if any. If the parties can agree upon a mutually acceptable agreement, it shall be reduced to writing, signed by the parties, and the dispute shall be at an end. If the parties cannot agree on a mediator, one or both parties shall contact either Judicial Dispute Resolution in Seattle WA. (206)-223-1669, and ask that a mediator be appointed. The Parties shall share evenly the costs of mediation, if any.

Arbitration. If the result of the mediation is a recognition that the dispute cannot be successfully mediated, or if either party refuses to mediate or to name a mutually acceptable mediator and a time frame for mediation within (14) days of a written Request to Mediate, or to accept a mediator appointed by Judicial Dispute Resolution, then any party who desires dispute resolution shall seek binding arbitration in accordance with mutually agreed on rules of arbitration, or in the absence of an agreement, then in accordance with the mandatory arbitration rules (MAR) then in effect for the Superior Court of King County, State of Washington, without regard to the amount in dispute or the nature of the relief sought, and in the event there are no such mandatory arbitration rules in effect at the time, the parties agree to utilize the rules last in effect. The cost of arbitration shall be shared equally by the parties. However, any substantially prevailing party shall be awarded attorney’s fees and costs, as determined by the arbitrator. The award of the arbitrator shall be binding, final and enforceable under the terms of the Washington Arbitration Act. A judgment may be entered in any court of competent jurisdiction. The prevailing party may seek to enforce judgment in a court of competent jurisdiction upon the arbitrator’s award rendered together with any other remedy provided herein and by law.

Limitation on Damages / Waiver. Damages, if any, recovered by Owner shall be limited to the contract amount and Owner waives any claim to consequential damages. _____(Owners Initials)

Severability. In the event a court of competent jurisdiction deems any of this Agreement to be unenforceable, the remaining provisions of the contract shall not be affected and shall remain in full force and effect.

Miscellaneous. This Agreement supersedes all prior correspondence, agreements and proposals and is intended to be the exclusive expression of the parties understanding and agreement. No waiver or modification of any provision hereof shall be binding upon the parties unless agreed to by both parties in writing.

IN Witness where of, the parties have signed this Agreement this _____ day of _____, 2015.

Me and the Dogs Pet Services, LLC

By _____ By _____