



Agreement for Dog Walking/Pet Sitting Services

This Agreement for Dog Walking/Pet Sitting Services (the “Agreement”) is between Northbrook Pet Nannies Inc. (“NPN”) and _____ (“Client”), residing at _____, effective _____ (the Effective Date”), for the provision of dog walking and/or pet sitting and related Services (the “Services”) as may be agreed upon by NPN and Client from time to time.

1. Services. Client hereby authorizes NPN to perform Services as outlined in the attached Job Schedule(s) (“Job Schedule”) subject to the terms and conditions of this Agreement. (In the absence of a signed Job Schedule, you agree that unless you notify us that you do not agree with our communication confirming your reservation within forty-eight (48) hours of receipt of same, such communication shall be deemed to be a binding Job Schedule.) Client further acknowledges that he and/or she has received, reviewed and executed the **NPN Veterinarian Release Form** and **NPN Policies and Procedures** and that these documents are hereby incorporated by reference herein. In the case of any conflict between a Job Schedule, the NPN Policies and Procedures and this Agreement, the terms of the Job Schedule shall govern.

2. Payment. Client understands and agrees that all fees are earned upon the acceptance of reservations for Services by NPN. All payments are due on or before the first visit, except as otherwise provided in the NPN Policies and Procedures and/or relevant Job Schedule. Payment may be made by cash, check or Chase Bank transfer. A \$30 fee will be assessed on any returned check. Late payments will bear interest at the maximum rate allowed by law.

3. Medical/Veterinary Care. Client understands that NPN will not diagnose or make any medical decisions for a pet nor does it offer any veterinary services. If NPN determines, in its sole discretion, that immediate veterinary care may be necessary, Client authorizes NPN to obtain such care during the time it is providing Services pursuant to this Agreement. Client accepts full responsibility for any charges related to this emergency care and further authorizes NPN to utilize an alternative veterinarian in the event Client’s primary veterinarian identified in the Release is determined by NPN to be not sufficiently available, in NPN’s sole discretion. Every reasonable effort will be made to contact Client prior to obtaining emergency care. NPN does not accept acutely ill pets or those with uncontrolled medical conditions.

4. Reservations/Cancellation. Reservations are required for all Services. A free in-home consultation is required for all new clients prior to the provision of any Services by NPN. Any voicemail, email or text reservation must be confirmed by NPN to be effective, including, but not limited any unscheduled extension of Service if Client is unable to return home as planned. Please see

the NPN Policies and Procedures for NPN's full policy regarding reservations and cancellation of Services.

5. Keys. Concurrently with the execution of this Agreement, Client will provide 2 functional house keys to NPN. In the event Client does not wish NPN to retain possession of such keys, NPN will return the keys subject to a Ten (\$10.00) Dollar fee for such return service. In the event that a key or garage door malfunctions, NPN is hereby authorized to obtain the services of a licensed locksmith to gain entry for the purpose of providing Services and Client shall be responsible for any and all charges incurred as a result.

6. Limitation of Liability.

(a) In consideration of the Services and as an express condition thereof, Client expressly waives and relinquishes any and all claims against NPN and/or its officers, directors, its employees, agents and representatives (collectively, its "Personnel") except those caused solely by the gross negligence of NPN. Client agrees to notify NPN of any concerns with twenty-four (24) hours of returning home following the provision of Services. Under no circumstances shall the liability of NPN to Client for any reason exceed the amounts paid to it by Client pursuant to this Agreement.

(b) NPN accepts no responsibility for Client's home or pet or otherwise for any damage or loss if any other individual or business accesses Client's home while Services are being provided. Specifically, NPN will not be responsible for any act or omission occurring in part or in whole due to the presence of another service provider, neighbor, friend or family member who enters Client's home during or after the time(s) Services are being provided pursuant to this Agreement. Furthermore, NPN is not responsible for damage to the home not caused solely by the act or omission of its Personnel, including but not limited to leaks, electrical problems, vandalism and/or acts of God.

(c) In addition, unless caused solely by the gross negligence of NPN, NPN shall have no responsibility for the following:

(i) pets that bite another pet or third party, suffer an accidental death or escape from faulty fencing or from inside the home due to faulty screens or doors;

(ii) costs and expenses, direct and indirect (including, but not limited to medical care, attorneys, etc.) arising out of or in connection with a Client's pet biting or otherwise injuring another person or animal;

(iii) loss, injury, death or the actions of any pet the Client has left outside or instructed NPN to leave outside while NPN is not present; and

(iv) any injury to the pet or damage done by a pet during the time a pet is unattended.

7. Indemnification. Client agrees to indemnify, defend and hold harmless NPN and its Personnel from and against any and all loss, cost, damage, liability and expense (including attorneys' fees and court costs) and/or third-party assertions, claims, suits, proceedings, and demands which NPN may, directly or indirectly, in whole or in part, suffer or incur as a result of, arising out of or in connection with any breach of any agreement, representation, guaranty or covenant contained in this Agreement, or related in whole or in part, directly or indirectly, to the care of Client's pet. Furthermore, in the event that Client's pet bites or otherwise causes illness or injury to any NPN Personnel, or any third party, or damages the property of same, Client shall indemnify, defend and hold harmless NPN and its Personnel collectively and severally from and against any and all loss, cost, damage, liability and expense (including attorneys' fees and court costs) related to same.

8. Non-solicitation. In recognition of NPN's efforts to protect its reasonable competitive business interests in its employee relationships and good will, Client agrees that while a client of NPN, and for a period of twelve (12) months thereafter, Client will not, directly or indirectly, solicit or directly retain the services of any NPN Personnel for services that could be rendered by NPN. Client agrees that compliance with this Paragraph 8 is necessary to protect NPN's goodwill and business relationships and that a breach by Client of any of the provisions of said this Paragraph will cause irreparable and continuous harm to NPN for which money damages will not be adequate. Consequently, Client agrees that if he or she breaches or threaten to breach this Paragraph 8, NPN shall be entitled to (1) a temporary, preliminary, and/or permanent injunction without bond in order to prevent the continuation of such breach, and (2) money damages and other compensatory damages insofar as they can be determined. The provisions of this Paragraph 8 shall survive the termination of this Agreement.

9. Miscellaneous.

(a) NPN reserves the right to deny or terminate Service for any reason whatsoever, in its sole and unfettered discretion.

(b) Client agrees to fully reimburse NPN for any and all expenses incurred by NPN related to the inadequate provision by Client of food, litter treats, medications or any other supplies required, in NPN's reasonable discretion, for the care of Client's pet(s).

(c) Client agrees to notify NPN in advance of any visitors who are likely to enter or visit Client's home during any absence when NPN will be providing Services. Client understand as agrees that NPN may, but shall not be required to, contact the police if any NPN Personnel believes it is reasonable to do so under the circumstances.

(d) Except as otherwise provided in this Agreement, NPN makes no warranties of any kind or nature, whether express or implied, including, but not limited to, warranties of merchantability or fitness for a particular purpose.

(f) No modification or addition to or waiver or cancellation of this Agreement shall be valid except by a writing signed by both parties hereto.

(e) In the event of any litigation between the parties hereto relative to the interpretation and/or enforcement of any of the provisions of this Agreement, the prevailing party or parties shall be entitled to recover all costs thereof including, without limitation, reasonable attorneys' fees.

In Witness Whereof, the parties have executed this Agreement as of the Effective Date set forth above.

CLIENT:

NORTHBROOK PET NANNIES INC.

By: _____

Melissa Morreale, President

Print Name: _____