



Terms and Conditions regarding The Daily Dog, LLC's Services

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, ALL SERVICES RENDERED BY THE DAILY DOG, LLC, AND SALES CONTRACTS ENTERED INTO WITH THE DAILY DOG, LLC, ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. **Prices.** All prices published by The Daily Dog, LLC ("DD") or quoted by our representatives may be changed at any time without notice.
2. **Terms of Payment.**
 - a. *Walking Services.* Payment for weekly dog walking services is due on the last day of each calendar week during which services have been rendered.
 - b. *Training, "Pet-Sitting" & Boarding Services.* Payment for any training services, "pet-sitting" services (walking/caring for dogs residing in your home while you are away), or boarding services must be made in full on or prior to the first day on which such services commence.
 - c. *Late Payment.* If payment is not received within 7 days of receipt of an invoice or within 7 days following the last day of the week in which you have regularly scheduled services, you are subject to a late fee equal to 3% of the total owed, and services will be suspended until payment is made in full.
 - d. *Returned Checks.* Returned checks are subject to an additional \$35 charge
3. **Cancellation / Unused Services Policy.**
 - a. Cancellation 8 or more days prior to any scheduled services may be made without penalty, and requires no payment.
 - b. Cancellation 2 – 7 days prior to boarding, pet-sitting, and/or training services requires a payment of 25% of the full quoted fee amount.
 - c. Cancellation 0 – 48 hours days prior to boarding, pet-sitting, and/or training services requires a payment of 100% of the quoted fee amount.
 - d. Cancellation 0 – 24 hours days prior to dog walking services requires a payment of 100% of the quoted fee amount.
 - e. If a service consisting of multiple sessions has been purchased (a "package"), a canceled session is counted as one session.
 - f. All purchased services must be used within 180 days from the payment date, or they will be forfeited.
 - g. All paid fees are nonrefundable.
 - h. If you return home early you are not entitled to a refund for unused services.
4. **Access to / Condition of Home.** In the event that services rendered by DD shall involve access to your home while you are not there, the following terms shall apply:
 - a. Keys shall be left in a lock box to which DD has access. DD will not accept possession of any keys. You agree to lock and otherwise properly secure your home prior to leaving the premises.

- b. At the time that service is booked, you will notify DD of everyone who has been granted access to the home during the service period. You agree that all other individuals that visit the home will leave a written log of their visit.
- c. DD is not responsible for any damage to your home or to any property in your home unless such damage is caused by a grossly negligent act of DD's personnel. DD accepts no responsibility for any damage to your home or to any property in your home if other individuals have access to your home, or if the home is not properly secured. In no event does DD accept responsibility for (1) watering or otherwise maintaining any of your plants, (2) operating or adjusting your home's heating or cooling systems, or (3) performing any maintenance of any kind to your home. In the event that DD's personnel notices issues with, or damages to the home (such as water damage or electrical issues), DD's personnel will attempt to contact you using the contact information that you have provided, and shall assume no further responsibility.
- d. You are responsible for pet-proofing your house and yard, and the security fences/gates/latches. DD will not be responsible for the safety of any pets and will also not be liable for the death, injury, disappearance, or legal consequences of any pet with unsupervised access to the outdoors and/or a gate or door without a lock. DD is only responsible for your pet for the period of time during which DD personnel is in possession of such pet.

5. Limitation of Liability; Indemnification.

- a. You will be responsible for all medical expenses and damages resulting from an injury to DD personnel caused by your pet.
- b. You agree to indemnify, hold harmless, and defend DD, in the event of a claim by any person injured by your pet. If your pet causes property damage, or bites or injures any other animal or person that results in a claim of any kind against DD or its personnel, whether during or after the term of the services provided by DD, then you agree to pay all resulting losses and damages suffered or incurred, and to defend and indemnify DD and DD's personnel from any resulting claims, demands, lawsuits, losses, costs or expenses, including attorney fees. If your pet is injured in a fight or in any other manner during or after the term of the services provided by DD, you assume said risk and agree that neither DD nor DD's personnel shall be held responsible for any resulting injuries, losses, damages, costs or expenses.

6. Scope of Training Services; Disclaimer of Warranty.

- a. In the event that DD provides training or lessons for you and/or your pet, the goal is to teach you how to train and work with your pet, and these lessons will take place at your home. DD will make every reasonable effort to help you achieve training and behavior modification goals but makes no guarantee of your pet's performance or behavior as a result of providing such services. You understand that you and members of your household must follow DD's instructions without modification, work with the dog daily as recommended, and constantly reinforce training being given to your pet, in order to achieve the desired results.
- b. Without limiting the generality of the foregoing, you acknowledge that DD has not represented, promised, guaranteed or warranted that your pet will never bite, that your pet will not be dangerous or vicious in the future, that your pet will not exhibit other behavioral problems, or that the results of the training will last for any particular amount of time.

7. Emergency Care. DD will not seek any emergency veterinarian assistance for your pet unless you have completely filled out and signed an Emergency Care Agreement.

8. Miscellaneous.

- a. *Supplies Provided by You.* You are responsible for supplying the equipment and supplies necessary for the care of your pet(s), including but not limited to an appropriate lead and collar for walks, pooper-scoopers, litter boxes, cleaning supplies, medicines, towels, pet food, and cat litter. You further authorize any purchases necessary for the satisfactory performance of DD's duties, and agree to be responsible for the prompt reimbursement of payment for such items, as well as reasonable service fees for obtaining items.
- b. *"No Hiring" of DD Staff.* You agree that you shall not, either during or within 12 months after you have utilized any of DD's services, directly solicit, recruit, hire, or retain the services of any employee, contractor, or agent of DD without DD's prior written consent.
- c. *Future Engagements.* You hereby agree that the terms herein shall continue to apply to all future services provided to you by DD, and to any pets that you may acquire on or after the date hereof, unless explicitly revoked or replaced.
- d. *Dangerous Pets.* DD, in its sole discretion, may cease providing services at any time that DD believes that a pet poses a danger to the safety or health of DD personnel, other pets, or other people. In the event that DD terminates services in accordance with the foregoing sentence, and you are unavailable to take possession of your pet, you hereby authorize your pet to be placed in a kennel, and all subsequent charges, including but not limited to transportation, kenneling, tranquilizing, and treating, are your responsibility, and if DD incurs any such expense you agree to be responsible for the prompt reimbursement of the same.
- e. *Pet Photos.* Unless you otherwise provide written notice to us, you agree that photos of your pet may be used in DD's marketing materials and website.
- f. *Pet Ownership.* You must have the legal right to place your animal in DD's care. Under no circumstance will DD work with a dog that you do not own, or service your home if it contains "visiting" animals that do not belong to you, unless the true owner enters into a separate agreement with DD.
- g. *Vaccines.* By executing this agreement, you hereby represent that your pet is up to date on the following vaccinations: rabies (every one or three years, as recommended); Bordetella (a/k/a/ Kennel Cough)(every 6 months); Distemper DHLPP, DAPP, DA2PP (every one or three years, as recommended); and that you have provided DD with a current vaccination history.
- h. *Construction of Agreement.* This agreement is to be construed as a Massachusetts contract. An electronically acknowledged copy, or a signed copy that has been faxed or sent via e-mail shall have the same force and effect as the original.

Executed on this _____ day of _____, 20_____

By signing this agreement, you state that you have read this agreement in its entirety and fully understand and accept its terms and conditions.

(client signature)

Print Name: _____