**PET CARE SERVICES CONTRACT**

This Agreement is made and entered this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_ between and among **BLISSFUL BUDDHA PET SERVICES, LLC** (“BBPS”), a Georgia limited liability company, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Owner”), residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Savannah, Georgia (the “Residence”). For good and valuable consideration, the receipt of which is hereby acknowledged, BBPS and Owner agree as follows:

**Article 1. Services**

1.1 BBPS agrees to provide pet care and other related services on an as-needed basis upon Owner’s request. Such services may include, but are not limited to, pet sitting, dog walking, grooming, taxi/shuttle service, dog yoga/massage, pet photography, home care and plant care. In consideration for such services, Owner agrees to pay BBPS the current rates in effect at the time that BBPS provides the requested services to Owner.

1.2 It is understood and agreed that the obligations and covenants contained in this Agreement shall apply to all services provided by BBPS to Owner in the future. BBPS will notify Owner of any price changes for services prior to new bookings.

1.3 BBPS’s services will be provided in accordance with Owner’s written instructions and requests subject to the terms, conditions and limitations set forth herein which shall govern in the event of a conflict.

1.4 Owner shall be solely responsible for disclosing to BBPS the existence of any pet allergies, illnesses, health conditions, habits or behaviors (e.g. aggressiveness, biting, escaping and favorite hiding places) that could potentially impact BBPS’s provision of services or the safety of BBPS personnel.

1.5 Owner shall be responsible for furnishing all necessary items for the requested pet care, including, but not limited to, an adequate food and water supply, medications, crate/bedding, cat litter, cat litter scoop, leashes, well-fitting collars, and appropriate equipment for safe handling. If necessary, Owner hereby authorizes BBPS to restock such supplies. In the event of a restock errand, Owner agrees to reimburse BBPS the actual cost of the supplies as reflected in the receipts for purchase plus a $10.00 service charge.

1.6 For dogs and cats, Owner must ensure that each pet’s collar includes Owner’s current contact information and a current rabies vaccination tag.

1.7 Owner is solely responsible for pet-proofing Owner’s Residence, both inside and out, including securing doors, fences, gates, latches and openings which could potentially result in escape.

**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 from date of sent invoice.

 2.4 For visits canceled with less than 24 hours notice (or less than one week notice within one week before or after a major holiday), there will be a cancellation fee charged for 50% of the total of canceled visits.

 2.5 On major holidays, a $5 holiday charge is added to the total of each visit.

 2.6 A last minute booking fee of $5 is added to all visits booked 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 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.

 3.3 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.

 3.4 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.

 3.5 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, minimum of 2 functional copies of key or set of 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 retain possession of the key or 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.

**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 *solely responsible* 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 *indemnify, defend, and hold harmless* 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 *covenants not to sue and releases* 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 *solely responsible* 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 *sole responsibility* and hereby *releases and waives* 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:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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