



Wizard of Paws LLC trading as

# Peace of Mind Pet Services

10908 Courthouse Road #102256

Fredericksburg, VA 22408

(540) 623-6929

## Service Agreement

Name \_\_\_\_\_ (client)

Date \_\_\_\_\_

Client desires to engage Peace of Mind Pet Services ("Company") to obtain the care and services provided by Peace of Mind Pet Services (the "Services") for Client's pet(s) (the "Pets"), and Peace of Mind Pet Services agrees to provide Services in accordance with the terms and conditions of this Service Agreement (the "Agreement").

In consideration of the following terms and conditions, and other good and valuable consideration hereby acknowledged by the parties hereto, Client and Peace of Mind Pet Services agree as follows:

1. Client authorizes and engages Peace of Mind Pet Services to perform the Services as set forth herein and in the Client Profile provided to Client (the "Client Profile") for the time period(s) as requested by Client ("Scheduled Period"). During any Scheduled Period, fees for Services will be calculated pursuant to the Client Profile, which may be modified from time-to-time by Peace of Mind Pet Services in its sole discretion. If Client determines that any Services scheduled during the Scheduled Period are no longer required, Client must notify Peace of Mind Pet Services promptly, and in no event less than the period of time specified in the Client Profile to avoid being charged for any such Services.
2. Peace of Mind Pet Services is authorized to approve medical and/or emergency treatment as recommended by a veterinarian. Client agrees to reimburse Peace of Mind Pet Services for expense incurred, plus any additional fees for attending to this need or any expenses incurred for any other home/food/supplies needed. Client agrees to indemnify, defend and hold harmless Peace of Mind Pet Services for any issues arising from Peace of Mind Pet Services providing home/food/supplies.
3. This Agreement authorizes Peace of Mind Pet Services to enter the Client's home to provide the services listed herein. In the event that Company is required to employ a locksmith to gain entry into Client's premises due to a malfunction of the lock or a failure of the Client to leave a key, it shall be the responsibility of the Client to reimburse for all costs incurred. The Client expressly gives Company the authority to employ a locksmith on Client's behalf in the event of the aforementioned occurrences.
4. Peace of Mind Pet Services agrees to provide all agreed upon services in a reliable, caring and trustworthy manner. In consideration of these services and as an express condition thereof, the Client expressly waives and relinquishes any and all claims against said Company except those arising from negligence or willful misconduct on the part of the Company.
5. Client represents and warrants that Pets are currently vaccinated in accordance with all local and state laws and regulations. Under no circumstances will Company service any pet that has any form of contagious or zoonotic illness. If Company pet care provider is bitten or exposed to any disease or ailment received from the Pets, the Client will be responsible for all costs and damages that may occur. Client agrees to indemnify, defend and hold harmless Peace of Mind Pet Services from all liabilities, claims and expenses, including reasonable attorney's fees, that arise from or relate to Pets' behavior, including without limitation property damage, personal injury or death caused by Pets.
6. Peace of Mind Pet Services will attempt to administer medications as directed but cannot be held responsible for complications that arise as a result. Excessively shy cats with medical problems can be a serious risk. If you have such an animal, this must be thoroughly discussed.
7. Client grants (unless indicated otherwise at the end of this paragraph) Peace of Mind Pet Services the right to take photographs of my pet(s) and to copyright, use and publish the same in print and/or electronically, with or without my or pets name and for any lawful purpose, including but not limited to the following example: such purposes as publicity, record keeping, illustration, advertising, and Web content. Client understands Peace of Mind Pet Services will to the best of their ability avoid publishing photographs revealing personal information (i.e.: address, security systems, valuables, etc.) **I do not authorize Peace of Mind Pet Services to take photographs of my pet (initial here:)**\_\_\_\_\_
8. Client shall promptly (within 7 days) pay all invoices from Peace of Mind Pet Services and may be required to pay certain fees in advance as determined by Peace of Mind Pet Services. Late fees, handling fees for returned checks and other fees shall be payable as set forth in the Client Profile. Client shall pay interest charges at a rate of two percent (2%) per month on past due invoices. Client will be responsible for all costs and fees associated with collection proceedings, including reasonable attorneys' fees, for all amounts more than thirty (30) days past due. If account is not paid within thirty days (30), there will be a one time (5%) penalty on the unpaid balance. Reasonable attorney's fees are defined as fifty percent (50%) the amount due.
9. Either party may terminate this Agreement at any time for any reason or no reason by providing the other party with notice of such termination. This Agreement constitutes the entire agreement between the parties in connection with the subject matter hereof and supersedes all prior and contemporaneous agreements, understanding, negotiations and discussions between the parties, whether oral or written. The validity, construction and performance of this Agreement shall be governed by construed in accordance with the substantive law of the Commonwealth of Virginia, without regard to conflicts of law provisions. If any provision of this Agreement or the application of any such provision shall be held to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect to the maximum extent permissible.

I have reviewed this Service Agreement for accuracy and understand the contents of this form. I agree to prepay the total fees for services stated herein, and to pay any additional charges due when the service has been completed.

Client's Signature \_\_\_\_\_ Peace of Mind Pet Services \_\_\_\_\_