

## CLIENT AGREEMENT WITH PAWS R US PET SERVICES

This Agreement is made and entered effective this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ (“Effective Date”) by and between Paws R Us Pet Services, LLC, (hereinafter “the Company”), a Virginia limited liability company located at 8977 B Harrover Place, Lorton, Virginia 22079, and the client, whose signature is contained in the signature line at the end of this agreement (hereinafter, “Client”). NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### A. PAYMENT TERMS, PAYMENT AUTHORIZATION AND DISCLOSURES

1. **Client's Obligation.** Client, or the individual who executes the payment authorization below for the benefit of Client (the “Obligor”), agrees to pay all amounts due under this Agreement, including the Fees and Charges detailed herein. Except as expressly provided herein, Fees and Charges that have been paid to the Company for pet sitting services are not refundable, except to the extent described in the section regarding the Company’s cancellation policy. Upon signature of this Agreement and any applicable Service Request, Client is deemed to have retained the agreed upon services of the Company for at least the period of time during which the Pet Sitter has been reserved (hereinafter, the “Service Period”).
2. **Fees and Charges.** Client understands that by executing the authorization below, Client will be responsible for all amounts due for the pet sitting services of the Company under this Client Agreement. The Company may change Fees and Charges at any time at its discretion; however, any such changes made during a Service Period will not apply to the Client until their next reservation for a Service Period. In consideration for these Services, as summarized here, Client agrees to pay all Fees and Charges.
3. **Payment Terms.** On the date of signing, Client understands that in order to reserve the services for a particular date, the Client must pay the total service fee, as well as fill out and sign a Service Request; reservations will NOT be held until full payment is received by the Company.
4. **Surcharge for Late Reservations.** Client understands and agrees that reservations and/or Service Requests that are made less than forty-eight (48) hours prior to the service period will incur a \$5.00 fee per reservation or request.
5. **Surcharge for Weekends.** Client understands that in the event the Service Period includes a weekend, the Company will charge the Client a \$10.00 surcharge per weekend visit during that time. Only the Company’s Non-overnight and Overnight Services are exempt from weekend surcharge fees of this kind.
6. **Additional Holiday Fees.** Client understands and agrees that the Company recognizes the following Holidays as applying to this provision: New Year’s Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.
  - a. **Long Weekends/Holiday Surcharge:** In the event the Service Period includes a holiday associated with a long weekend or week, Client understands and agrees that the Client will be charged an additional surcharge of \$20.00 per reservation.
  - b. **Peak Demand:** Client also understands that Thanksgiving, Christmas and New Year’s Eve are times of increased demand for the Company; as such, Client agrees that if the Client makes a reservation for Thanksgiving after November 10, or for Christmas or New Year’s Eve after December 10, the Client will be charged 2 X the holiday surcharge.
7. **Early or Late Service Fees.** Client understands and agrees that reservations requiring the Pet Sitter to be at the Client’s home prior to 10:00AM or after 5:00PM during the applicable Service Period will incur an extra fee, to be determined at the time the Service Request is filled out and signed. Only the Company’s Non-overnight Service is exempt from early or late service fees of this kind.
8. **Charges for Services Not Completed.** Client understands and agrees that reservations are made in order to plan sitter availability to clients. If Client understands that if the Client returns home early (prior to the end of the Service Period) and does not require some portion of the employee’s reserved time, Client agrees to pay the full balance due. Client will not be required to pay for scheduled Special Services (such as pooper scooping, administration of any medications, additional pet responsibilities, and/or early or late visits) not performed.
9. **Charges for Returned Payments.** If any check, account debit, or credit card charge payable to the Company is returned, rejected or dishonored, the Company or any third party on its behalf, as applicable, may in each instance charge a \$40.00 service charge, in addition to any fees necessary to collect the balance due.
10. **Form of Payment.** All fees and charges, detailed herein are payable by cash, check, or credit card. A transaction fee of 2.75% will be applied to all credit card payments. If the Client wishes to pay by check, they shall make the check payable to “Paws R Us Pet Services, LLC.” If paying by credit card, Client will receive an electronic invoice.

### B. MODIFICATION/CANCELLATION/TERMINATION

1. **Modification or Cancellation of Reservation Date.** The Client may cancel a Service Request at any time, and agrees to pay the following fees depending on when such cancellation is made:
  - a. **0-48 Hours Prior to Service:** Client agrees to make payment in full for the service reservation.
  - b. **3-7 Days Prior to Service:** Client agrees to make payment of twenty percent (20%) of the service fee.
  - c. **8 Days Prior to Service (or more):** Client will receive a full refund, including any applicable deposits.
2. **Modification or Cancellation of Holiday Reservation Dates.** Client understands and agrees that in addition to increased service reservation fees discussed for the Holidays listed in Section A.5, the cancellation fees for Holiday reservations are as follows:
  - a. **0-48 Hours Prior to Service:** Client agrees to make payment in full for the service reservation.
  - b. **3-7 Days Prior to Service:** Client agrees to make payment of fifty percent (50%) of the service fee.
  - c. **8 Days Prior to Service (or more):** Client will receive a full refund, including any applicable deposits.

3. **Effective Date.** Client's resignation becomes effective on the date of notification. Prior to the effective date of the termination, Client shall be responsible for all Fees, and Charges due to the Company.

C. COMPANY SERVICES, OBLIGATIONS AND DISCLAIMERS

1. **Scope of Relationship.** Client agrees and understands that the Company, and any personnel working for the Company—especially including the pet care attendant (hereinafter, “Pet Sitter”)—are not an agents, employees or servants of the Client, and that nothing contained herein or in the accompanying provisions shall establish a relationship of Employer/Employee between the Client and the Company or the Company’s agents or employees. Client authorizes this signed contract to be valid approval for future services of any purposes provided by this contract.

2. **Services.** The Company agrees to provide the services set out in the applicable Service Request for a particular Service Period.

3. **Keys/Access to Client’s Home.** In order to facilitate delivery of pet sitting services, Client understands and agrees to provide access to the location of service, including two (2) sets of keys to the home, as well as any required security codes, garage door openers, or devices or instructions to gain access to the home. Company will never place the Client’s name or address on any keys in its possession or the possession of its Pet Sitters; keys will instead be assigned random code numbers to aid in their identification by Company personnel. Company agrees to provide one (1) complimentary, in-person key pickup appointment prior to the beginning of service, with \$15.00 for each, additional key pickup appointment requested thereafter; Client understands that the Company will not pick up keys left under welcome mats, hide-a-keys, or similar locations. At the conclusion of the Service Period, the Pet Sitter will either lock the keys in the Client’s home, if feasible, or deliver them to the Company, which will mail the keys via USPS Certified mail to the Client within five (5) working days of the conclusion of service). In the event that a Company Pet Sitter loses a Client key, the Company will immediately notify the Client and arrange for a locksmith to change all locks affected, at no cost to the Client. In the event of lock malfunction, the Client understands and agrees that the Company may retain the services of a locksmith, at which point the Client will be responsible for any associated fees.

4. **Responsibility For Pet Supplies.** Company agrees to provide in home pet sitting services at the home of the Client. Client understands and agrees, however, that it is the responsibility of the Client to supply adequate care, feeding, walking, and playing equipment for the pet, including, but not limited to a sturdy, well-fit harness or collar for walks, toys, firmly affixed vaccination tags, a lead rope or leash, pooper-scoopers and poop bags, litter boxes and litter, pet food, treats, cleaning supplies, access to clean drinking water, and medicine (if applicable). In the event any necessary items are not provided, Client understands that the Company Pet Sitter may purchase them, and Client will be responsible for any applicable reimbursement, within fourteen (14) days of the conclusion of service.

5. **Pet Sitter Illness.** In the unlikely event of illness or personal emergency to the Pet Sitter, Client understands and agrees that the Company will arrange for another qualified person to fulfill the responsibilities set forth in the Service Request. The Company will notify the Client in the event of such change.

6. **Extension of Service Period.** Clients may request an extension of the Service Period while it is already underway, but the Client understands that the Company in no way guarantees that such coverage will be available, and that if it is, additional fees will apply. If Client wishes to extend the Service Period, Client must telephone the Company a minimum of 24 hours prior to the end of the Service Period and await confirmation that a Pet Sitter will be available for the additional time.

7. **Post-Service Concerns or Complaints.** Client understands and agrees that if the Client has any concerns about the services rendered, Client must raise such problems or modifications with a duly authorized representative of Paws R Us Pet Services, LLC within twenty-four (24) hours of the end of the Service Period, and receive written confirmation of the complaint or concern by the same. Agreements made between Client and Company’s employees on site or elsewhere will not bind the Company absent such confirmation.

D. NON-COMPETITION AGREEMENT

1. **Agreement Not to Solicit Employees.** For a period of one (1) year after the termination of this Agreement for any reason, the Client will not solicit any employees or independent contractors of the Company to become his/her employees or independent contractors, engaged in pet sitting or dog walking services similarly offered by the Company. Client shall refrain from contacting the Pet Sitters directly, except to the extent necessary to communicate with them during the Service Period. If Client wishes to reserve a particular Pet Sitter for future Service Period, Client agrees to do so through the normal Company procedures, and in keeping with this Agreement.

2. **Enforcement.** If any restriction, including without limitation any time or geographical restriction, contained in this Agreement is deemed to be unenforceable by a court of competent jurisdiction, the parties agree that such court may modify and enforce such restrictions to the extent that it believes to be reasonable.

3. **Injunctions.** Client recognizes and acknowledges that injury may result to the Company, its business and its property if the Client breaches any of the restrictions imposed in this Agreement, and agrees that if the Client engages in any act in violation of such provisions, the Company shall be entitled, in addition to such other remedies and damages as may be available, to an injunction prohibiting the Client from engaging in such act.

E. CONFIDENTIALITY

1. **Company Obligation.** Company agrees not to any at time or in any manner without the prior consent of the Client, either directly or indirectly divulge, disclose or communicate to any person, firm, or corporation in any manner whatsoever, confidential information of the Client, except to the extent that the Client has authorized the Company, in writing, to convey such information to such third parties.

## F. WAIVERS AND RELEASES

1. **Visiting Pets.** Company has agreed to provide Pet Sitter services to the Client's pets as designated in the Service Request. Company Pet Sitters are not responsible for, and will not service a home containing, "visiting" pets not owned by the Client, unless the true owners of the visiting pets have also engaged the services of the Company and signed their own copies of this Agreement.
2. **Outdoor Pets.** Client understands and agrees that they are responsible for pet-proofing and securing any area where pets may enter throughout the Client's property, including yards or rooms of the home with applicable fences, gates, or electronic restraints (such as "invisible fences"). Company is not responsible for the safety of any pets with unsupervised access to the outdoors, nor will the Company be responsible for the death, injury, disappearance, or legal consequences of such freedom of movement.
3. **Pet Medical Emergencies.** Client understands and agrees that medical emergencies related to Client's pet(s) may arise during the Service Period, through no fault of the Pet Sitter or Company. In the event that such emergencies occur, Client understands and agrees that the Pet Sitter and/or representatives of the Company may seek veterinarian assistance in order to care for the Client's pet(s); however, the Company does not assume responsibility for the well being of said pet(s). If the Pet Sitter or Company representative deems emergency veterinarian care to be necessary, Client agrees to reimburse the Company for all related expenses, included transportation to and from the vet, any necessary diagnostics, and the costs of prescriptions recommended by the veterinarian. If the Client has not written a formal veterinarian release form detailing the Client's preferred veterinarian, the Company will attempt to contact the Client prior to seeking emergency care for the Client's pet(s), and if the Client cannot be reached, the Company is authorized to take the pet(s) to the veterinarian of its choosing.
4. **Houseplants.** Client may wish to leave instructions regarding the watering of houseplants during the Service Period, and the Company may agree to comply as an incidental service to the pet sitting services requested; the Company Pet Sitter will attempt to follow such instructions to the best of their ability. Client understands and agrees, however, that the Company is not responsible for wilted, dead, or otherwise unhealthy plants. Client agrees to place any such plants together on a waterproof surface, as the Company is also not liable for any water damage associated with plant watering.
5. **Damage to Client's Home.** Client understands that the Company is not liable for damage to the Client's home beyond the control of the Pet Sitter. This includes, but is not limited to leaks, electrical problems, fires, floods, and other acts of nature. In such situations, the Company will use best efforts to contact the Client and then the alternate, emergency contact, before making a subjective decision on how to deal with the problem. Client understands and agrees that the Client will be responsible for paying for all repairs and related fees (including Special Service emergency service time and coordination fees) necessary to forestall further damage. In the event of negligent acts by the Pet Sitter, Company agrees to maintain adequate insurance through PSA or a comparable pet sitting liability insurance company during each applicable Service Period.
6. **Damage By Authorized Third Party Visitors.** Client understands and agrees that Client may notify the Company of certain individuals who may access the premises during the Service Period. Client understands and agrees that Company is not liable for loss to the premises of everyone who has been granted access to the premises during such time.
7. **Burglary.** Client understands and agrees that the Company is not liable for loss or damage to the premises due to burglary, arson, vandalism, or similar such crimes during the Service Period. Client agrees to secure the premises prior to leaving, and the Pet Sitter will attempt to re-secure the premises per client instructions at the end of each visit. While the Client's keys are in the Company's possession, the Pet Sitter will have them on his or her person at all times, or in a similarly secure location.
8. **Inclement Weather.** Client understands and agrees that inclement weather during the Service Period—including, without limitation, hurricanes, tornadoes, snowstorms, and violent thunderstorms or derechos—may inhibit the ability of Pet Sitters and other Company personnel reaching the Client's home to care for the Client's pet(s). The Pet Sitter will make every effort to reach the Client's home as soon as it is safe to do so. Should inclement weather cause serious property damage to the Client's home, the Company reserves the right to visit the home multiple times per day, charging the Client accordingly, in order to assure the safety of the pet(s) in Company care.
9. **Publicity Release.** Client understands that Company may wish to use photographic or video reproductions of the Client's pets for the purposes of displays and advertisement, including on the Company website, [www.pawsrusnova.com](http://www.pawsrusnova.com). Client irrevocably grants to Company the unrestricted right to use any such photos or video recordings of the Client's pets in any manner in connection with its business (including without limitation for purposes of advertising and trade), including the reproduction, modification, distribution and public display of such items. Company will make every effort to remove identifying or private material to the extent it is feasible.
10. **Indemnity Against Damages Caused By Pets.** Client understands that the Client is responsible for the conduct of their pet(s) while the Client is away, and shall indemnify the Company, its affiliates, agents and employees, and assigns against any and all damages arising out of the Client's pet(s)'s conduct during the Service Period, including any injury to third parties or property damage to the Client's or other people's property. Client further understands and agrees that Client is responsible for any injury or harm caused to Company Pet Sitters or property during the service period.
11. **Right To End Unsafe Sitting Service.** Client understands and agrees that the Pet Sitters may use their discretion to stop and end service if the Pet Sitter determines that any pet poses a danger to itself, other animals, other people, or the Pet Sitter. If concerns prevent the Pet Sitter from caring for the Client's pet on site, Client agrees that the pet may be taken to a kennel, or to a previously arranged locale, if the Client has so provided in the Service Request. Client agrees to reimburse the Company for all related charges, including, but not limited to transportation,

kenneling, tranquilizing, treating, and accessing the pet.

12. **Liquidated Damages.** In view of the difficulty and expense of determining the amount of damages to the Company that would be caused by a violation of this Agreement, Client agrees, in addition to any costs and fees awarded by the court or Arbitrator, to the Company, as liquidated damages and not as a penalty for every such violation, an amount equal to ten thousand dollars (\$10,000). Such amount shall be payable immediately. In the event the amount is not paid immediately, the balance will accrue interest at a fixed rate equal to the prime rate published in The Wall Street Journal, plus three (3) percentage points, as listed on the date on which the violation occurred. Additionally, the Client will pay all costs of collection upon default. This provision concerning liquidated damages shall not be construed as a waiver or release by the Company of its right to seek equitable relief for such violation.

G. GENERAL PROVISIONS:

1. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

2. **Waivers.** The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

3. **Application of Virginia Law.** This Agreement and the interpretations hereof, shall be governed exclusively by its terms and by the laws of the Commonwealth of Virginia, without reference to its choice of law provisions, and specifically the Act.

4. **Mediation.** All claims, disputes and other matters in question arising out of or relating to this Agreement, or the breach of this Agreement (in any event, a "Dispute") shall be submitted to non-binding mediation in accordance with the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association. Unless agreed upon by the parties, the mediator shall be selected by the Alternative Dispute Resolution Section of the Fairfax Bar Association, and the mediation shall be held in Fairfax County, Virginia. The mediator may offer such guidance as the mediator deems appropriate to facilitate the resolution of the Dispute. **IF FOR ANY REASON THIS MEDIATION CLAUSE BECOMES NOT APPLICABLE, THEN EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY LAW, HEREBY IRREVOCABLE WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTERS INVOLVING THE PARTIES HERETO.**

5. **Assignment.** Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either party without the prior written consent of the other party; provided, however, that Paws R Us Pet Services, LLC may, without notice to Clients, (i) assign this Agreement to any entity that acquires all or substantially all of its assets or its business that is the subject hereof, or (ii) assign this Agreement to any entity that is owned by Paws R Us Pet Services, LLC.

6. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

7. **Headings.** The Headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision thereof.

8. **Entire Agreement.** This Agreement constitutes the entire and exclusive agreement between the Client and Paws R Us Pet Services, LLC, and supersedes all prior promises, representations, understandings and/or agreements relating to Paws R Us Pet Services, LLC's actions, services and conduct of business.

I have read and fully understand the contents of this document. I verify that the above is accurate and complete.

By: \_\_\_\_\_  
Client/Obligor Signature

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Paws R Us Pet Services, LLC

Date: \_\_\_\_\_

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