

THE DOG ABIDES
Terms and Conditions

Come now the undersigned, The Dog Abides, a California corporation (“The Dog Abides” or “TDA”), and the undersigned client (“Client”), and agree that as a condition to Client using TDA’s services, TDA and the Client agree to the following terms and conditions:

REPRESENTATIONS AND WARRANTIES OF TDA

The Dog Abides represents and warrants to Client as follows:

1. TDA shall endeavor to perform the agreed-on services in an attentive, reliable and caring manner.
2. TDA shall use its best efforts to notify Client of any occurrence pertaining to the Pet which may be relevant to the care and well-being of the Pet, as determined in TDA’s reasonably exercised discretion.
3. TDA will keep secure and confidential any keys, passcodes, access numbers and personal information, and return them at the end of the contracted service date.

RESPONSIBILITIES OF CLIENT

Client represents and warrants to TBA each of the following:

1. Client possesses liability insurance sufficient to cover Losses (defined below) arising from the behavior of Client’s pet(s) (the term “Pet” is used herein to describe Client’s pet, and if more than one, each of Client’s pets).
2. Client has reviewed Client’s applicable insurance policy(ies) and addressed any questions regarding appropriate liability coverage with Client’s insurance carrier and/or legal representatives prior to utilizing TDA’s services.
3. Client has apprised TDA of any Medical Condition relating to the Pet, and if any Medical Condition should develop, will immediately apprise TDA of such development. For the purposes of this representation and warranty, “Medical Condition” includes allergies, dietary needs, medications, any illness which may be transmitted from the Pet to other animals (including humans) such as parasites or viruses, and any other condition which makes it reasonably unsafe for the Pet or others for Pet to be in TDA’s care.
4. Client will provide TDA with all necessary equipment necessary or desirable for TDA’s provision of services to Client and Client’s Pet, including, without limitation, leashes, harnesses, collars, leads, muzzles, coats, etc.
5. Client has provided TDA all information necessary for TDA to adequately perform the agreed-upon services to Client and Client’s Pet.
6. Client’s Pet is current with respect to its rabies, distemper, parvovirus, Bordetella and any other vaccines that TDA has advised are necessary to provide the services, and I agree to provide proof of vaccination to TDA upon request.
7. Client understands TDA has the right to refuse, stop or cancel the provision of services to Client’s Pet at any time and for any reason, or no reason at all.

EMERGENCIES

Client hereby authorizes TDA to seek veterinary assistance for the Pet in the event of an emergency, as determined in the sole and absolute discretion of TDA. Client grants TDA permission to take any and all steps necessary to obtain medical treatment for the Pet and assumes full responsibility for any and all charges paid or incurred by TDA, including but not limited to diagnosis, treatment, grooming, medical

supplies and boarding. Client understands that service at the Pet's veterinarian may not be feasible in the event of illness or injury and further consents to any professional veterinarian being retained to render care for the Pet. In the event of an emergency, TDA will make reasonable efforts to ensure the safety of the Pet, and contact Client and/or Client's designated emergency contact regarding any treatment, illness, injury or potential problems as soon as the condition is deemed non-life threatening and/or contact is possible.

NATURE OF RELATIONSHIP

It is expressly understood that the Client retains the services of TDA as an independent contractor and not as an employee.

INDEMNIFICATION

Client understands and agrees that Client is solely responsible for the actions of Client's Pet(s). Client hereby agrees to indemnify, defend and hold harmless TDA and its employees, contractors, directors, officers, shareholders and agents ("TDA Parties"), from and against any claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature (collectively, "Losses"), arising from or relating the behavior of Client's pet(s) and TDA's provisions of services hereunder, even if TDA's action or inaction has contributed to the Loss. This indemnification, defense and hold harmless obligation includes, without limitation, claims by third parties for Losses arising from injuries or damage to people, property or other animals resulting from relating to the actions of Client's Pet(s), including claims by TDA's employee's or contractors.

ASSUMPTION OF RISK

CLIENT IS AWARE AND UNDERSTANDS THAT USING TDA'S SERVICES ON BEHALF OF CLIENT'S PET INVOLVES THE RISK OF INJURY TO THE PET, INCLUDING, WITHOUT LIMITATION, THE RISK OF DEATH. CLIENT ACKNOWLEDGES THAT ANY INJURIES CLIENT'S PET SUSTAINS MAY BE EXACERBATED BY THE NEGLIGENCE OF TDA ITSELF. CLIENT ACKNOWLEDGES CLIENT IS VOLUNTARILY ENGAGING TDA TO PROVIDE THE SERVICES TO CLIENT'S PET WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY ACCEPTS AND ASSUMES ANY AND ALL RISKS OF INJURY OR DEATH TO CLIENT'S PET, WHETHER CAUSED BY THE ACTION OR INACTION OF TDA OR OTHERWISE.

RELEASE OF LIABILITY

CLIENT HEREBY WAIVES ANY CLAIMS CLIENT MAY HAVE AGAINST TDA PARTIES, AND FULLY RELEASES TDA PARTIES FROM ANY AND ALL LIABILITY, LOSS OR EXPENSE ARISING FROM OR RELATED TO THE SERVICES PERFORMED BY TDA FOR CLIENT, INCLUDING BUT NOT LIMITED TO A) THE PET'S ACCIDENTAL DEATH, ILLNESS, INJURY OR LOSS, REGARDLESS OF CAUSE, B) ANY DAMAGE TO THE PREMISES FROM WHICH THE PET IS RETRIEVED OR RETURNED ("PREMISES"), C) ANY ITEM WHICH PURPORTEDLY COMES UP MISSING FROM THE PREMISES, OR D) TDA HAVING MISPLACED A KEY OR OTHER ACCESS CODE OR DEVICE TO THE PREMISES. SUCH WAIVER AND RELEASE EXTENDS TO ALL LIABILITY, LOSSES AND EXPENSES, EVEN TO THE EXTENT A TDA PARTY IS CONTRIBUTORY NEGLIGENT OR OTHERWISE RESPONSIBLE.

AUDIO-VISUAL RELEASE

Client authorizes TDA to photograph, videotape or otherwise record Client's Pet and Client in connection with Client's receipt of TDA's services and to publish such recordings for marketing, promotion, advertising, trade, or any other purposes in any print or electronic media and any other advertising materials (including, but not limited to, posting on Facebook or Instagram). Client further authorizes TDA to retouch, edit, crop, and otherwise alter such recordings of Client's pet to prepare them for such use and publication. Client acknowledges and agrees that any such recordings are the property of TDA and Client grants TDA the absolute right and permission to use Client's Pet's name, image, and likeness and that neither Client nor Client's Pet will be paid or compensated in any way for any of the foregoing.

NO WAIVER

No relaxation, indulgence, waiver or release by any party of any of the rights in terms of this agreement on one occasion shall prevent the subsequent enforcement of such rights and shall not be deemed to be a waiver of any subsequent breach of any of the terms.

ENTIRE AGREEMENT

These terms and conditions, along with the other agreements and documents entered into or prepared by Client (to include, but not necessarily limited to, the Dog Information Sheet, Client/Home Information Sheet, Dog Walking/Services Agreement and the Permission to Administer Medications sheet, if applicable) (the Dog Walking/Services Agreement, these terms and conditions, and any other referenced document being collectively referred to as the "Agreement"), constitute the sole and entire agreement between the parties with regard to the subject matter hereof and the parties waive the right to rely on any alleged expressed or implied provision not contained therein. Any alteration to this Agreement must be in writing and signed by both parties.

GENERAL

The terms of this Agreement shall be binding upon and accrue to the benefit and be enforceable by either party's successors, legal representatives and assigns, including Client's family and heirs. This Agreement shall be construed, interpreted and governed in accordance with the laws of the State of California and should any provision of this Agreement be judged by an appropriate court as invalid, it shall not affect any of the remaining provisions whatsoever. Paragraph headings are for convenience of reference only and are not intended to have any effect in the interpretation or determining of rights or obligations under this agreement. In the event of a dispute arising from the subject matter of this agreement, the prevailing party shall be entitled to have that party's attorney's fees reimbursed by the non-prevailing party.

///