

## KLG Dog Walker, LLC. Service Contract

This Pet Sitting Service Contract (this "Contract") is made this day in 2018 (the "Effective Date"), by and between KLG Dog Walker, LLC. and the client listed below (the "Client"). By executing this Contract, each party agrees to be bound by the terms and conditions herein.

Services will first be rendered on the Initial Visit and shall thereafter be scheduled by contacting the Company via electronic means or by telephone as set forth herein.

- 1) The term of this Contract shall commence on the Effective Date and shall terminate as set forth herein.
- 2) If Client plans to reduce the number of scheduled visits at any time, Client must give the Company a minimum of twenty four (24) hours advance notice by contacting the Company via electronic means or telephone in order to not be charged for scheduled visits. If Client wishes to add scheduled visit(s) to previously scheduled visit(s), Client must contact the Company a minimum of twenty-four (24) hours in advance in order to allow the Company time to schedule the additional visit(s).
- 3) The Company shall determine which Pet Sitter(s) will provide services to Client. Client stated preferences will be honored if scheduling permits.
- 4) The fee per visit as of the Effective Date for the Initial Visit(s) is \$17 for 30 min, \$25 45 min, \$30 60 min m-f, \$10 up charge per visit for weekend visits Friday 5pm-Sunday 11:59pm, holidays \$15 up charge per visit. Any additional visits made or services performed shall be paid for at the rate in effect at that time. Prices are subject to change without notice. Services can be paid by cash, check, or credit card. Payments shall be sent to: 1052 East Fosket Drive, Palatine IL 60074 or by entry of credit card information in Company's scheduling software prior to Services being provided "Pet Check Technology".
- 5) Client shall provide the Company with: (a) two keys, or (b) a garage code and key, or (c) a keypad number and key for entry to Client's residence during the initial consultation. The Company shall retain such key(s) until this Contract is terminated. Key return options are; delivered to home or mailing back.
- 6) Client shall also provide the Company with pet care instructions by completing the Client's online profile on the Company's website prior to the Initial Visit(s). Services cannot be rendered prior to providing the requested pet care instructions, and any changes to pet care instructions must be entered into the Client's online profile.
- 7) Client shall request additional visit(s) after the Initial Visit(s) with the Company on the Company's website, via email to Company's email address, texting or by calling Company's telephone number. Services requested by Client are not accepted and scheduled by the Company until confirmed via email confirmation to Client by the Company. In order to avoid scheduling conflicts, Client shall not request additional visit(s) directly from a Pet Sitter. All future services shall be subject to the provisions of this Contract. Client shall be responsible for notifying the Company, in writing, of any changes to Client's pet care instructions or online profile prior to the time of subsequent services.
- 7) Client shall provide adequate supplies for the care of Client's pet(s), including food, litter, etc. If supplies are not provided, Client will be responsible for the purchase of supplies along with compensation for the Pet Sitter's time to purchase supplies.
- 8) The Company is authorized to perform care and services as outlined in this Contract. The Company is also authorized to seek emergency veterinary care with release from all liabilities related to transportation, treatments, and expense in the event of emergency. Should specified veterinarian be unavailable, the Company is authorized to approve medical and/or emergency treatment (excluding euthanasia) as recommended by a veterinarian. Client agrees to reimburse the Company, or its Pet Sitters if they have individually paid, for expense incurred, plus any additional fees for attending to this need or any expenses incurred for any other home/food/supplies needed.
- 9) In the event that the 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 Client to reimburse the Company for all costs incurred. Client expressly gives the Company the authority to employ a locksmith on Client's behalf in the event of the aforementioned occurrences.
- 10) In the event of inclement weather or natural disaster or residence problem requiring action (e.g., ruptured pipe, break in), the Company will use reasonable efforts to contact Client and follow Client's reasonable instructions. If Client cannot be reached or immediate action is necessary for the health, safety or welfare of the pet(s), Client authorizes the Company and its Pet Sitters to use their reasonable best judgment in caring for pet(s) and home. The Company and its Pet Sitters will be held harmless from any consequences related to such decisions and Client agrees to reimburse Pet Sitter and the Company for all expenses incurred for repair or protection of property.
- 11) Client must notify the Company if anyone else has keys or access to Client's property other than the Company during the time the Company is caring for Client's pet(s). The Company is not responsible for any damage done to home and pet(s) by others with such access.
- 12) Client must disclose any cameras or recording devices in their home during the time The Company is caring for the Client's pets to protect the privacy of the Pet Sitters. The Company is not liable for any charges, fines, or other damages resulting from the malfunction or unintended triggering of a security system.
- 13) The Company agrees to provide the services stated in this Contract in a reliable, caring and trustworthy manner. In consideration of these services and as an express condition thereof, Client expressly indemnifies and holds the Company and its agents, independent contractors, employees, shareholders, directors and officers (the "Indemnities"), harmless from all claims, losses, expenses, fees, including reasonable attorney fees, costs, and judgments that may be asserted against the Company or the Indemnities, in connection with services provided hereunder, except those arising from the gross negligence or willful misconduct of the Company. Notwithstanding the foregoing, due to the extreme unpredictability of animals, the Company will not be held responsible for mishaps, foreseeable or unforeseeable, including, but not limited to, biting, furniture damage, complications in administering medications and accidental death. Additionally, the Company will not be liable for any fines, injury, disappearance or death of pet(s) with access to the outdoors. Client shall defend and hold the Company and the Indemnities harmless against any claim or demand, cost, expenses and liabilities in connection with such claims or demands.
- 14) The Contract serves as an invoice for the Initial Services and Client takes full responsibility for prompt payment of fees upon completion of the Initial Services. Payment for Initial Services is to be given to the Company representative during the

initial consultation or charged to the Client's credit card on file. Payment for subsequent services is due within seven (7) days (every Monday for the previous week), of receipt of an invoice for such services. A finance charge of 5% per week will be added to unpaid balances after seven (7) days. A handling fee of \$25.00 will be charged on all returned checks. Full payment is required in advance on lengthy assignments. Clients with a history of late payment will be required to pay in advance before services are rendered. In the event it is necessary to initiate collection proceedings on the account, Client will be responsible for all attorney's fees and costs of collection.

15) In the event of personal emergency or illness of Pet Sitter, Client authorizes Pet Sitter or the Company to arrange for another qualified person to provide services under the Contract. The Company will use reasonable efforts to notify Client in advance of such situation.

16) All pets must be currently vaccinated. Should Pet Sitter or a third party be injured or exposed to any disease or ailment by Client's pet(s), it will be the Client's responsibility to pay all costs and damages incurred by the Pet Sitter or such third party.

17) The Company reserves the right to terminate the Contract at any time during its term if Pet Sitter or the Company, in their sole discretion, determines that a danger exists to the health or safety of the Pet Sitter. If concerns prohibit Pet Sitter from caring for Client's pet(s), Client authorizes pet(s) to be placed in a kennel, with all charges therefrom to be charged to Client. The Company will use reasonable efforts to notify Client in advance regarding such situation and it will be the responsibility of Client to arrange for other qualified personnel to care for the pet(s) if such Client does not wish for their pet(s) to be kenneled. In addition, either party may terminate the Contract upon thirty (30) days written notice to the other party; provided that Client may not terminate the Contract until all payment for services previously rendered by the Company has been received by the Company.

18) Client hereby grants permission to the Company to add Client to the Company's email list to receive the Company's newsletter and other important communications. The Company will not sell Client's contact information. In the event a Pet Sitter who is providing services to Client on a weekly basis is no longer affiliated with the Company, the Company will use its best efforts to notify the Client.

19) This Contract shall be governed, construed and enforced in accordance with the laws of the State of Illinois, regardless of the choice of law rules of any jurisdiction and the parties hereby submit to the jurisdiction of the Illinois courts, both State and Federal.

20) The Client authorizes The Company to publish photographs or videos taken of my pets for use in The Company's publications, website, social media, and advertising. The Client acknowledges that since participation in publications and websites is voluntary, Client will receive no financial compensation. Client agrees that participation in any publication, website, social media, or advertising confers no right of ownership. Client releases KLG Dog Walker, LLC. and its employees from liability for any claims by Client or any third party in connection with Client's participation. Client authorizes KLG Dog Walker, LLC. to edit, alter, copy, exhibit, publish, or distribute the photos, and waives any right to approve the finished product.

20) This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties (written or oral) relating thereto. No modification shall be effective unless made in writing and signed by a duly authorized representative of each party. This Contract may not be assigned by Client without the prior written consent of the Company.

21) Each section of this Contract and each sentence, clause or phrase contained in such section shall be considered separable and if, for any reason, any such section, sentence, clause or phrase contained herein is determined to be invalid or contrary to any existing or future laws by any court of competent jurisdiction, such invalidity shall not impair the operation or effect of that portion of this Contract which is valid. Further, the parties hereto specifically agree that such section, sentence, clause or phrase shall be deemed modified to the extent necessary to render it valid and enforceable under the laws of such jurisdiction.

22) All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or two (2) business days after being deposited in the United States mail, postage prepaid, Return Receipt Requested, addressed to the addresses set forth under the signature lines herein. Such addresses may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

23) Waiver of breach of any provision of this Contract shall not be deemed a waiver of any other breach of the same or different provision.

In Witness Whereof, the parties have duly executed this Agreement as of the Effective Date.

KLK Dog Walker, LLC.  
www.klgdogwalker.com  
klgdogwalker@gmail.com  
Telephone: [224-656-4137](tel:224-656-4137)

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Client full name & Signature

Date