

# Dog Service Terms and Agreement

This document outlines the terms and agreement governing the dog services provided by Dogsitters of Marin (referred to as "the Walker") to the owner(s) of the dog(s) receiving services (referred to as "the Owner"). By engaging the Walker's services, the Owner acknowledges and agrees to these terms, which include important provisions regarding service expectations, payment, cancellations, a comprehensive waiver of liability, and permission for the Walker to use photographs and videos of the Owner's dog(s) for marketing purposes. Please read this document carefully before proceeding.

## 1. Services Provided

The Walker agrees to provide dog services as mutually agreed upon with the Owner. This may include on-leash walks, hikes, drop-in visits or other services of a specified duration. The specific schedule, duration, and location of walks will be determined through individual arrangements.

## 2. Owner Responsibilities:

- **Dog's Health and Vaccinations:** The Owner warrants that their dog(s) are in good health, possess current vaccinations as legally required, and are free from any contagious conditions. The Owner agrees to provide the Walker with proof of vaccination upon request.
- **Identification and Equipment:** The Owner shall ensure their dog(s) wear a secure collar or harness with proper identification tags at all times. The Owner will provide a safe and appropriate leash and any other necessary walking equipment. The Walker reserves the right to decline walking a dog with unsafe or unsuitable equipment.
- **Waste Management:** The Owner is responsible for supplying adequate waste bags. The Walker will properly dispose of all dog waste during walks.
- **Dog's Temperament:** The Owner represents and warrants that their dog(s) have no history of aggression or behavior that could pose a risk to people or other animals. The Owner must inform the Walker of any known behavioral issues or sensitivities. The Walker retains the right to terminate services immediately if a dog exhibits aggressive or dangerous behavior.
- **Property Access:** The Owner will provide the Walker with safe and necessary access to their property for the purpose of retrieving and returning the dog(s). The Owner is responsible for the security of their property and the safety of the Walker while on the premises.

## 3. Payment and Cancellation:

- The fees for dog services will be as agreed upon between the Walker and the Owner.
- Payment is due on the agreed upon terms.
- Accepted payment methods include cash, check, or electronic transfer.
- Late payments must be paid within a month.

- The Owner agrees to provide 24 hour advance notice for any cancellation of scheduled services. Cancellations made with less notice may be subject to a cancellation fee equal to the full service charge.
- The Walker reserves the right to cancel services due to inclement weather, safety concerns, or other unforeseen circumstances. In such instances, the Owner will be notified as soon as reasonably practicable.
- Any additional services or unscheduled walks will be billed separately.

#### **4. Waiver of Liability:**

**The Owner acknowledges and understands that entrusting their dog(s) to the care of the Walker involves inherent risks, including but not limited to: injuries to the dog(s) (such as sprains, strains, bites, or accidental ingestion of foreign objects), injuries caused by the dog(s) to third parties (including other animals and people), and illnesses contracted by the dog(s).**

**In consideration for the Walker providing dog walking services, the Owner hereby voluntarily and knowingly assumes all responsibilities associated with these services. The Owner expressly waives and relinquishes any and all claims against Dogsitters Of Marin, its employees or assigns. The Owner will be responsible for all medical expenses and damages resulting from an injury to the Walker or others by their pet(s). The Owner agrees to indemnify and hold harmless Dogsitters Of Marin, its owner(s), employees, and agents in the event of claims, demands, actions, causes of action, damages, losses, expenses (including attorney's fees), and liabilities of any kind or nature whatsoever by a third party injured by the pet(s), whether known or unknown, foreseen or unforeseen, which may arise out of or in any way be connected with the dog services provided by the Walker, including but not limited to any injury to the dog(s), injury caused by the dog(s) to others, or any other incident that may occur during the provision of services. The Parties hereby expressly agree that the Walker shall not be responsible for any costs (including but not limited to medical care and attorneys' fees) related to any Dog's biting of another person or animal, and any and all liability related to veterinarian treatment, and expenses for any Pet.**

**This waiver of liability applies during all times the dog(s) are under the care, custody, and control of the Walker, including but not limited to during walks, transportation, and any other activities associated with the services.**

#### **5. Emergency Veterinary Care:**

**In the event of an emergency or if the dog(s) require immediate veterinary attention, the Walker will make reasonable attempts to contact the Owner. If the Owner is unreachable, the Walker is authorized to seek necessary veterinary care for the dog(s) at the Owner's expense. The Owner agrees to be responsible for all costs associated with such emergency treatment. The Owner shall provide the Walker with the name and contact information of their preferred veterinarian.**

## **6. Media Release (Permission to Use Photographs and Videos):**

The Owner hereby grants to Dogsitters Of Marin the right and permission to photograph, videotape, and otherwise record the dog(s) while under the Walker's care. The Owner further grants Dogsitters Of Marin the unrestricted right to use, publish, and create derivative works from such photographs, videos, and recordings (collectively, the "Images") for any lawful purpose, including but not limited to advertising, marketing, promotional materials (both online and offline), and social media platforms, without any compensation or further consent from the Owner. The Owner understands and agrees that all rights, title, and interest in and to the Images shall belong exclusively to Dogsitters Of Marin. If the Owner does not wish to grant this media release, they must notify the Walker prior to the commencement of services.

## **7. Termination of Services:**

The Walker reserves the right to terminate services at any time, with or without cause, by providing reasonable notice to the Owner. Similarly, the Owner may terminate services by providing reasonable notice to the Walker.

## **8. Governing Law:**

These Terms and Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles. Any legal action arising out of or relating to these Terms and Agreement shall be brought exclusively in the state or federal courts located in Marin County, California.

## **9. Entire Agreement:**

These Terms and Agreement constitute the entire agreement between the Walker and the Owner and supersede all prior or contemporaneous communications and proposals, whether oral or written.

**By engaging the services of Dogsitters Of Marin, the Owner acknowledges that they have carefully read, fully understood, and voluntarily agrees to be bound by all of the terms and conditions set forth herein.**