

**PAWS AND CLAWS PET CARE, INC.
ENGAGEMENT AGREEMENT**

Dated: _____

THIS AGREEMENT, made the above date, between PAWS AND CLAWS PET CARE, INC., a New York State Business Corporation, with a principal place of business at 23 Linden Park Rochester, New York 14625, hereinafter referred to as "PAWS AND CLAWS" and the undersigned customer, hereinafter referred to as the "Customer".

WITNESSETH:

WHEREAS, the Customer desires to engage PAWS AND CLAWS for pet care related products and services.

NOW, THEREFORE, in consideration of the foregoing premises and the promises herein, the parties agree as follows:

1. **ENGAGEMENT:** The Customer hereby hires PAWS AND CLAWS for dog daycare, pet sitting, pet grooming, pet training and/or pet care related products and services under the terms of this Agreement.

2. **FEE:**

- a. The Customer will pay to PAWS AND CLAWS, as the Fee for dog daycare, pet sitting, pet grooming, pet training, and/or pet care related products and services, the price establish by PAWS AND CLAWS as shown on its current price list which is subject to change from time to time.
- b. **Payment Terms:** The Customer shall pay PAWS AND CLAWS, its Fee, in full, at the time of pet drop-off and pay the balance of any additional fee due, at the time of pet pick-up.

3. **DESCRIPTION OF SERVICES:** PAWS AND CLAWS will provide to the Customer with the following services, if requested by the Customer:

- a. Custodial care of pet at its facility
- b. Dog Daycare at its facility
- c. Pet Grooming.
- d. Pet Training.
- e. Pet Feeding on pet's normal schedule.

4. **RELATIONSHIP:** PAWS AND CLAWS is an independent contractor and not an employee of the Customer.

5. **AGGRESSIVE OR DANGEROUS ANIMALS:** The Customer warrants to PAWS AND CLAWS and its employees that the Customer's pet is not aggressive or dangerous and will advise PAWS AND CLAWS if it has a history of biting or acting aggressively.

6. **RESTRAINTS:** The Customer authorizes PAWS AND CLAWS, in its sole discretion, to use a muzzle or other restraints when dealing with the Customer's Pet.

7. **MEDICAL ATTENTION:** In the event of an emergency, the Customer hereby authorizes, but does not require, PAWS AND CLAWS to seek medical attention for the Customer's pet, in its sole discretion, at a cost to the Customer.

8. **SOCIAL MEDIA / PROMOTION:** The Customer grants PAWS AND CLAWS the right to use, publish and disseminate: photographs, and images of Customer's pets to the public, through the internet or otherwise, for purposes of advertising of PAWS AND CLAWS.

9. **INSURANCE:** The Customer will maintain liability insurance coverage for the benefit of PAWS AND CLAWS and the public in general, with regard to Customer's pet.

10. **REQUIREMENTS:**

- a. The Customer's pet must be current on all vaccinations and Customer will provide proof of such.
- b. The Customer's pet must be free of external parasites (i.e.. ticks, fleas, etc.) or the Customer's pet will be treated at Customer's expense.
- c. The Customer grants full permission to PAWS AND CLAWS to do whatever is necessary with regards to the Pet, in the event that an emergency situation arises.
- d. The Customer will provide the following information to PAWS AND CLAWS as it pertains to Customer's pet:
 - i. A complete list of any medical problems / drug reactions / allergies.
 - ii. A complete list of any medications to be given, their dosage and frequency.

- iii. A complete list of specific foods the Customer's pet eats, whether it is dry food, wet food, or treats.
- iv. A complete list of items (i.e. pet carriers) the Customer has brought with the Customer's pet.
- v. The Customer will provide PAWS AND CLAWS with contact information and an alternate contact person, in the event of an emergency.

11. **HOLD HARMLESS:** The Customer agrees to indemnify and hold harmless PAWS AND CLAWS for any damages, losses, expenses or claims (including reasonable attorney's fees) which PAWS AND CLAWS incurs relating to the Customer's pet.

12. **LIMITATION OF LIABILITY:** In the event that the Customer's pet sustains injury or death as a result of the negligence or culpable conduct of PAWS AND CLAWS or its agents or employees then the amount of liability of PAWS AND CLAWS to the Customer shall not exceed the fair market value of the pet, given its age and physical condition.

13. **TERMINATION OF AGREEMENT:** This Agreement shall remain in full force and effect unless terminated by a party, upon 10 days' prior written notice to the other party.

14. **WAIVER OR MODIFICATION:** No waiver or modification of this Agreement shall be valid unless in writing and duly executed by the parties.

15. **GOVERNING LAW:** This Agreement shall be governed in accordance with the laws of the State of New York and the venue of any civil action shall be Monroe County, New York.

16. **BENEFITS / BINDING:** This Agreement shall be binding on and inure to the benefit of the respective parties hereto and their heirs, successors, and assigns.

17. **ASSIGNMENT:** The Customer may not assign its rights or delegate its duties under this Agreement.

18. **NOTICES:** All notices required to be made under this Agreement shall be in writing and shall be sent to the appropriate party by US Postal mail, e-mail, or text messages.

19. **ENTIRE AGREEMENT:** This Agreement is the entire agreement between the parties and shall supersede all other agreements between the parties regarding Customer's Pet.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

PAWS AND CLAWS PET CARE, INC.

Dated: _____

By: _____
EMILY M. BENNETT, as Officer and Director

Customer:

Dated: _____

X _____

(Sign at X and Print Name Below Signature)

Dated: _____

X _____

(Sign at X and Print Name Below Signature)