



Client Agreement

New Pant & Wag clients should read this entire agreement and complete the highlighted fields on this form. Please return this completed agreement to Pant & Wag via e-mail to: info@pantandwag.com

**This is a legally binding agreement.
Please read it carefully.**

This Agreement is made on [REDACTED], 20 [REDACTED] by and between Pant & Wag, LLC ("Company") and [REDACTED] ("Client" or "Clients"). This Agreement is legally binding to all owners or interested parties concerning the care of Client's dog or dogs. For the purposes of this Agreement, Company includes all officers, employees, contractors and any and all other related personnel to the operation of Company's services. For the purpose of this Agreement, Client and Client's Representative/s are interchangeable terms.

Client is under no obligation to sign this Agreement, and is free not to do so; as such this Agreement is not made under adhesion or duress. Client is not asked to sign this Agreement without having been provided the full Agreement for review. Furthermore, Client hereby warrants that s/he is of legal age and legal capacity to agree to this Agreement. Client hereby warrants that all information s/he provides to Company is accurate and true, and if changes are made, are necessary, or imminent, to notify Company in writing within three (3) business days.

Client agrees to the following:

1. Client understands and acknowledges that Pant & Wag, LLC operates fitness, boarding, and training sessions for dogs in all weather conditions including, but not limited to, rain, heat, snow, and ice. Client also understands that sessions may include running or walking on varied surfaces both indoor and outdoor, and playing or training at public dog parks where other dogs may be present. Company will take significant measures to ensure client's dog's health and safety, and will clean your dog if deemed necessary by Company, but Company will not be liable for:
 - a. Injuries to the dog such as abrasions and cuts, puncture wounds, sore pads, broken nails, or any injury that might occur during a fitness, boarding, or behavioral training session
 - b. Muddy or dirty coat or paws from outdoor play
 - c. Transfer of communicable diseases such as the Bordetella Virus (Kennel Cough) or parasites (such as fleas and ticks), or diseases caused by parasites.
 - d. Other injuries or illnesses that might occur while the dog is under Pant & Wag supervision.
2. Client understands and acknowledges that Pant & Wag, LLC may use vehicles to transport dogs to and from exercise, training, and play areas and the dog's home. Company will not be held liable for injuries incurred as a result of normal vehicular operation or accidents, including sudden stops, turns, or collisions.
3. Client releases to Pant & Wag, LLC all rights to images, likenesses, photographs, and videos taken of clients dog(s) while under the care of Pant & Wag, LLC.
4. Company may treat or seek treatment for any injuries or other problems that may occur in Clients dog(s) at Company's sole discretion, and Client assumes full financial responsibility for any and all expenses involved.

5. Payment is required in advance of services rendered unless otherwise arranged. Non sufficient funds for checks will be charged \$35 or the maximum allowed by law, whichever is greater. Late payments will be assessed an interest rate of ten percent (10%) per annum. All expenses incurred in collection of fees will be the responsibility of the Client.

6. Client is solely responsible for any harm, including to other dogs, Company (agents and assigns), other people encountered, and to any physical property caused by client dog(s) while under Pant & Wag, LLC care.

7. Client shall give Company two sets of keys to Client's home before any services commence. Client agrees that one set will be used by the Company's representative, and the second will be used for emergency and operational needs by Company. Client agrees that if at any time keys do not open Client's home, Company will make every reasonable effort to contact Client and the designated emergency contacts, but cannot guarantee that services will be conducted in such an event. Company does not recommend, and will not be responsible legally, financially or otherwise if keys are lost, stolen or otherwise mishandled if left outside by Client.

8. Pant & Wag, LLC reserves the right to cancel exercise sessions due to extreme weather conditions or other rare occurrences. Services will be provided Monday-Friday, except Holidays, unless otherwise arranged. Company's rescheduling and cancellation policy (Addendum A) will dictate refund amount or rescheduling of fitness session, if deemed appropriate by Company and/or Company's cancellation policy.

9. It is the responsibility of the Client to update their information with Company. This includes, but is not limited to medical records, contacts and emergency contacts, alarm information, key information, etc. Updates must be done in writing via e-mail to: info@pantandwag.com

10. This Agreement shall be interpreted by the laws of, and enforced in, Washington, District of Columbia.

This Agreement and any addendums contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements and understandings.

Client agrees that any action in relation to an alleged breach of this Agreement shall be commenced within one year of the date of the breach, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute.

If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

All references as used herein shall include male and female, singular and plural, and successors or assigns in the use of a corporation, partnership, individual or entity in any place or places in which the context may require or permit such substitutions or designations. Any captions and paragraph headings used are for convenience and are not part of this Agreement and shall not be used in construing it.

Signed and Agreed:

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Client Signature

Date

Typing your name and date above and e-mailing this document from the e-mail address Company already has on file for you constitutes your signature and therefore your concurrence with this agreement.

E-mail this document by clicking the 'Submit by Email' button located on the top right corner of the first page.

Client Name Printed

Not needed except for agreements delivered to Company in hardcopy. You may fax it to: 1-267-381-0064