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Pet Care Agreement

State of Alabama

This Pet Care Agreement, hereinafter referred to as "Agreement," is entered into and made effective as of the date set forth at the end of this document by and between the following parties: _____, having a primary address at the following:

_____

and _____, having a primary address at the following:

_____

Hereinafter, "Client" will refer to and be used to describe the following party: _____. "Service Provider" will refer to and be used to describe the following party: _____. Client and Service Provider may be referred to individually as "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Client wishes to retain the Service Provider to provide care for Client's companion animal;

WHEREAS, Service Provider has the skills, qualifications, and expertise required to provide the care for the companion animal and wishes to provide said care;

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is

hereby acknowledged), the Parties do hereby agree as follows:

Article 1 - COMPANION ANIMAL INFORMATION:

The companion animal that is the subject of this Agreement is as follows ("Companion Animal"):

Name: _____

Age: _____

Gender: Female

Color: _____

Breed: _____

The Companion Animal has the following history of biting:

_____

Article 2 - DESCRIPTION OF SERVICES:

Service Provider and Client hereby agree on the provision of the following services (the "Services"):

_____

The Services will begin on _____.

Article 3 - PAYMENT:

Payment for the Services will be as follows:

_____

Article 4 - CARE INSTRUCTIONS:

Feeding information for the Companion Animal is as follows:

_____

Article 5 - CONTACT INFORMATION:

Address information for the Client is provided at the head of this Agreement. Should any communication be required between Service Provider and Client, whether during care of the Companion Animal or other times, additional contact information is as follows:

Client Phone Number: _____

Client Email: _____

Service Provider Phone Number: _____

Service Provider Email: _____

Article 6 - EMERGENCIES:

In the event of any emergency situation with Companion Animal, including, but not limited to, physical emergencies such as uncontrolled vomiting, an animal attack, fever, refusal to eat and other behavioral problems, Service Provider is to first and foremost begin transport to the following veterinary facility (the "Facility") for immediate treatment:

_____

A release form is attached to this Agreement for Service Provider to take Companion Animal to the Facility and receive treatment.

If the Facility is closed during the time of the emergency, Service Provider will then take Companion Animal to the nearest emergency clinic.

En route to the Facility or to any emergency clinic, Service Provider will first attempt to reach Client at any of the contact points listed in this Agreement for Client. If Service Provider cannot reach the Client immediately, Service Provider will then call the following emergency contact person:

_____

However, Service Provider must continue attempting to reach Client until successful.

Article 7 - TERM/TERMINATION:

This Agreement will terminate by mutual written or oral understanding of the Parties. Until then, the Agreement will continue indefinitely.

Article 8 - ACCESS & SECURITY:

Service Provider shall have access to Client's home in order to render the Services under this Agreement. As such, Service Provider shall access the home as follows:

_____

Should Service Provider be given any keys, access codes, gate control information, or other means of entry and access to Client's home or other private space, Service Provider hereby agrees to maintain the secrecy of all such information and to share it with no one, as well as to return all such access information and devices back to Client at the termination of this Agreement.

Article 9 -

Article 10 - INJURIES & INDEMNIFICATION:

Client shall not be responsible to Service Provider for any injuries as a result of Service Provider's provision of services under this Agreement. Service Provider agrees to maintain appropriate insurance coverage for the bounds of Service Provider's work and additionally waives any and all right to recover from Client.

Further, the Parties hereby agree to indemnify and hold each other harmless from any all claims, judgments, demands, expenses, losses, monetary costs, or fees that may be asserted as a result of this Agreement or the provision of Services thereunder, with the sole exception that Client may attempt any legal recovery from Service Provider in the event of any intentional or negligent harm to Companion Animal. This indemnification includes all employees or staff of both Parties, if applicable.

Article 11 - SERVICE PROVIDER'S LIABILITY:

If any other individual has access to Client's property during the term of this Agreement, Service Provider shall accept no liability for any loss or damage or other breach of security.

Article 12 - GENERAL PROVISIONS:

a) GOVERNING LAW: This Agreement shall be governed in all respects by the laws of the state of Alabama and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within the state of Alabama. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.

b) LANGUAGE: All communications made or notices given pursuant to this Agreement shall be in the English language.

c) ASSIGNMENT: This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by either Party. Specifically, Service Provider shall not be permitted to assign any of the obligations under this Agreement.

d) AMENDMENTS: This Agreement may only be amended in writing signed by both Parties.

e) NO WAIVER: None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.

f) SEVERABILITY: If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.

g) ENTIRE AGREEMENT: This Agreement constitutes the entire agreement

between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.

h) HEADINGS: Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.

i) COUNTERPARTS: This Agreement may be executed in counterparts, all of which shall constitute a single agreement. If the dates set forth at the end of this document are different, this Agreement is to be considered effective as of the date that both Parties have signed the agreement, which may be the later date.

EXECUTION:

Name: _____

Signature: _____

Date:_____

Name: _____

Signature: _____

Date:_____

Veterinary Authorization & Release Form

_____

_____

_____

To the Veterinarian and Veterinary Staff:

The individual currently caring for my companion animal, _____, is named _____ and has full authorization to request, authorize and oversee treatment for my companion animal until I am reachable.

I will accept financial responsibility and authorize you to go ahead with any treatment necessary.

_____

Date:_____

Signature:_____