

| Office Use Only: [ ]PEX | [ | ]QBO [ ]SCAN [ ]Vaccines & Fecal |
|-------------------------|---|----------------------------------|
| [ ]Spay/Neuter Verified | [ | Daycare Temperament Test         |

#### **CLIENT INFORMATION SHEET**

| Daycare                          | Transport            | Schedule         | Verify   |
|----------------------------------|----------------------|------------------|--|
| Rate Per:                        | Daycare              | Preferred Days:  | <b>Current Vaccines</b>                          |
| Half Day w/ [ ]Day Prepay \$[ ]  | Transport?           | -                | [ ]Rabies  |
| Half Day w/o Prepay \$[ ]        | P/U D/O              | Mon Tue Wed      | [ ]Distemper                                     |
| Than Day w/o repay of            |                      | Thu Fri Sat      | [ ]Leptospirosis                                 |
|                                  |                      |                  | [ ]Bordetella (6mo)                              |
| Rate Per:                        | Gate/Entry Access    | Preferred Owner  | [ ]CIV Bivalent 1 <sup>st</sup> &2 <sup>nd</sup> |
| Full Day w/ [ ] Day Prepay \$[ ] | Code/Key             | D/O Time:        | Spayed/Neutered?                                 |
| Full Day w/o Prepay \$[ ]        |                      |                  | [ ]Spayed (Female)                               |
| Transport                        | Pref P/U Time:       | Preferred Owner  | [ ]Neutered (Male)                               |
| Each Way \$                      |                      | P/U Time:        | Flea Control Regimen:                            |
|                                  | Pref D/O Time:       |                  | Name:  |
| Preferred Prepayment By          | Verify all gear      | Meds/Food Req'd  |  |
| Cash CC PayPal Venmo             | separately labeled [ | atDaycare? Y / N | [ ]Signed Contract                               |

THE ABOVE FIELDS ARE FOR OFFICE USE ONLY. TO BE COMPLETED BY PET SITTING TO THE MAX STAFF

Any additional visits made or services performed shall be paid for at the agreed contracted rates.

| Client 1 Name(s)                     |                         |
|--------------------------------------|-------------------------|
| Client 2 Name(s)                     |                         |
| Address                              | Unit/Apt #Bldg#Floor #  |
| City                                 | StateZip                |
| Home Phone ()Email Address           | <u>@</u>                |
| Client 1 Mobile Phone ()C            | lient 2 Mobile Phone () |
| Emergency Contact Name:              |                         |
| Emergency Contact Person's Phone: () | Email:                  |

Unless you send us a request in writing, stating that you do not want your pet's images or recordings used in our social media, we may use images or recordings of your pet in our social media, on our website or advertising materials.

For in-home pet sitting, a holiday service fee of \$15.00 will be added to your invoice for each visit (only one holiday service fee applies per day for overnight assignments) on the following holidays: New Year's Eve, New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day.

If the key(s), or any other required pet goods, must be picked up or dropped off at a client specified location, a \$30.00 non- refundable, per- trip fee will be added to the invoice. Clients can drop off keys for pet sitting services at our daycare location.

### PET INFORMATION SHEET

(Note: additional sheet is available to be added on if the number of pets exceeds the information spaces below).

|        | 1 T C    | 4 •    |
|--------|----------|--------|
| Genera | l Intorr | nation |

| Pet Name and                        | Pet 1                           | Pet 2                           |
|-------------------------------------|---------------------------------|---------------------------------|
| Species & Breed                     |                                 |                                 |
| Date of Birth or Approximate Age    |                                 |                                 |
| Weight (please specify lbs or kg)   |                                 |                                 |
| Coat Color & Length                 |                                 |                                 |
| Sex & Alter/Intact Status           | []Male[]Female[]Spayed/Neutered | []Male[]Female[]Spayed/Neutered |
| Food Brand/Type                     |                                 |                                 |
| Amount per feeding                  |                                 |                                 |
| What time to feed?                  |                                 |                                 |
| History of Seizures or Illness(es)? |                                 |                                 |
| Requires Medication(s)?             |                                 |                                 |
| Does this pet have allergies?       |                                 |                                 |
| Microchip # if Microchipped         |                                 |                                 |
| ID Tags or Identifying Tattoo?      |                                 |                                 |
| Does pet have a history of          |                                 |                                 |
| scratching/snapping/biting?         |                                 |                                 |
| Approach w/discretion/caution?      |                                 |                                 |
| Where does this pet sleep?          |                                 |                                 |
| Is this pet vaccinated?             |                                 |                                 |

Minimum vaccines required for daycare attendance: Current Rabies, Distemper, Parvo, Lepto, CIV & (Bordetella every 6 mos)

| Pet Name                            | Pet 3                           | Pet 4                           |
|-------------------------------------|---------------------------------|---------------------------------|
| Species & Breed                     |                                 |                                 |
| Date of Birth or Approximate Age    |                                 |                                 |
| Weight (please specify lbs or kg)   |                                 |                                 |
| Coat Color & Length                 |                                 |                                 |
| Sex & Alter/Intact Status           | []Male[]Female[]Spayed/Neutered | []Male[]Female[]Spayed/Neutered |
| Food Brand/Type                     |                                 |                                 |
| Amount per feeding                  |                                 |                                 |
| What time to feed?                  |                                 |                                 |
| History of Seizures or Illness(es)? |                                 |                                 |
| Requires Medication(s)?             |                                 |                                 |
| Does this pet have allergies?       |                                 |                                 |
| Microchip # if Microchipped         |                                 |                                 |
| ID Tags or Identifying Tattoo?      |                                 |                                 |
| Does pet have a history of          |                                 |                                 |
| scratching/snapping/biting?         |                                 |                                 |
| Approach w/discretion/caution?      |                                 |                                 |
| Where does this pet sleep?          |                                 |                                 |
| Is this pet vaccinated?             |                                 |                                 |

| Office Use Only | Vaccinations, Fecal exam & spay/neuter status verified by: | Date: |  |
|-----------------|--|-------|--|
|-----------------|--|-------|--|

# PET MEDICAL INFORMATION

If your pet does not have a current veterinarian, please provide the name and contact information of the last veterinarian who provided medical care and administered your pet's vaccines.

| Name of Veterinary Clinic                  | Phone ()                                 |                                      |   |
|--|--|--------------------------------------|---|
| Name of Veterinarian                       |  |                                      |   |
| AddressUni                                 |  | Unit/Suite #                         |   |
| City                                       | State                                    | Zip                                  |   |
| Additional Medical Information (in         | ncluding history of illness, m           | nedical conditions, surgeries etc.): |   |
|  |  |                                      |   |
|  |  |                                      |   |
|  |  |                                      |   |
|  |  |                                      |   |
|  |  |                                      |   |
|  |  |                                      |   |
| Please attach additional sheets if allotte | ed space above does not suffice          | ce.                                  |   |
|  | Medication Information                   | . If Applicable                      |   |
| Medication Name & Strength                 | Medication Information  Dosage Informati |                                      | n |
|  |  |                                      |   |
|  |  |                                      |   |
|  |  |                                      |   |
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|  |  |                                      |   |
|  |  |                                      |   |

## Pet Sitting to The MAX Doggie Daycare Application

After successful completion of the Doggie Daycare Temperament Assessment, please complete this application.

I agree if my dog's vaccines are not current, my dog will not be allowed into the daycare, for the safety of my dog and other dogs at the daycare. I understand that I must bring:

- a \_\_\_\_\_this completed application packet
  . \_\_\_\_the monthly flea prevention treatment my dog is/will be on
  b \_\_\_\_proof of spay/neuter status
  . \_\_\_\_proof of fecal exam & negative results
  c. \_\_\_\_proof of current vaccines:
  - i. Rabies (every 1 or 3 years depending on age)
  - ii. **Distemper and Parvovirus** (i.e. DAP, DAPP, DA2PP, DHLPP every 1 to 3 years)
  - iii. Leptospirosis (every 1 year)
  - iv. Canine Influenza Virus (Bivalent 1<sup>st</sup> & 2<sup>nd</sup> vaccinations, then every year)
  - v. Bordetella (must be renewed every 6 months)\*\*

\*\*Kennel cough (Bordetella) is most commonly caused by a bacteria called Bordetellabronchiseptica, which irritates the lining of the dog's trachea. This irritation causes thedog to cough and hack. Sometimes dogs with kennel cough will show no other signs of discomfort and they will eat, play and behave normally – except for the cough. It is possible for your dog to get kennel cough at Pet Sitting to The MAX Doggie Daycare

- we want to avoid that situation by requiring that all dogs attending daycare with us,

# **Common Doggie Daycare Risks**

In considering Doggie Daycare for your dog, please be aware of common risks associated with numerous dogs in close proximity and locations where illnesses are common (i.e. dog parks, city parks, walking and hiking trails, bodies of water, running water and stagnant water).

Daycare dogs may be more susceptible to illnesses, especially during puppy and adolescent stages. While they do buildup immunity to illnesses as their immune system gets stronger, it does not guarantee that they will notbe exposed to common daycare illnesses such as Kennel Cough, Giardia. If your dog is showing any symptoms of illness (such as vomiting, diarrhea, persistent cough), or does not seem to be feeling well in general, please do not bring them to daycare. If your dog(s) arrive(s) at daycare and show any of these symptoms, we must send your dog(s) home right away.

While we follow a very strict daily cleaning and sanitation procedure, we cannot guarantee your dog will not contract Kennel Cough, Giardia or other illnesses. If you would like more detailed information on the illnesses your dog may come in contact with at daycare, please consult with your veterinarian.

Minor bumps and scratches from playing with other dogs are common at any daycare facility. Pet Sitting To The MAX's staff monitor all play and intervene when play escalates, but does not guarantee your dog may not come home with a few marks or scratches from play. We advise against sending your dog to daycare with very expensive or valuable collars as the daycare can be a very playful environment and collars may become damaged during play.

## **Pet Sitting To The MAX Doggie Daycare Policies**

Vaccinations Every dog that enters our daycare must be current with Rabies, Distemper/Parvovirus,

Leptospirosis, Canine Influenza (bivalent) and Bordetella vaccines. There are **NO** exceptions.

Please don't forget to bring or send us a copy whenever your pet's vaccines are updated.

Fecal Exam Due to the high transmission rate of the intestinal parasite known as Giardia, we require all puppies under 6 months of age, and/or dogs adopted from rescues or shelters to show

proof of a current (within the last 6-12 months) and negative fecal sample. Please speak

to yourveterinarian to find out more about this test.

Flea Control Every dog attending daycare must be on active flea prevention regimen at all times.

Payment is due upon drop-off. Prepaid, discounted packages are available forpurchase. Payment

Prepaid packages are non-refundable.

Drop off time for full-day daycare is between 7am and 12pm Monday through Friday. Drop Off Time Half Day Daycare is either 7am to 12pm or 2pm to 7pm, half day attendees can arrive

at any time during their scheduled half day daycare session

We offer **early** drop off by appointment only, for an additional \$15 per dog.

Daycare dogs must be picked up by no later than 7pm. If your dog was scheduled for a half day of daycare, but ends up staying over 6 hours, you will be charged the difference for the Pickup Time

full day of daycare.

Dogs may only be picked up by their owners or other authorized persons/parties on their contracts. If you need to have someone else pick up your dog, we require an email to be sent Pickup By Others to us from the owner, authorizing us to release the dog into the pickup person's care and the

pickup person's full name (must match identification) must be included in the email. The person picking up must have valid, government issued identification, and be willing to sign

the dog out of daycare.

If your dog is scheduled for a full day of daycare and needs to be picked up early, you may be Early Pick Up charged for the full day of daycare if we do not receive notice at least 2 hours prior to your

intended pick up time.

If you arrive after 7:00pm to pick up your dog, a \$35 late pick up fee will apply. For each hour or portion of an hour after that, another \$35 fee will apply. If your dog is left overnight, Late Pick Up

a \$150 fee for each overnight for boarding at an off-site location, will apply.

We can transport your dog to and from medical or grooming appointments from daycare. We require advance notice of at least 48 hours and an appointment must be scheduled. Grooming Grooming/Vet Transportation and Veterinary Transport is \$30 each way if your pet is in daycare on the day transport is

required. Transport is \$30 each way if your pet is not in daycare on the

same day.

Continued on next page.

Food/Treats All food and treats must come in sealed plastic containers or Ziploc type bags, clearly labeled

with your dog's name and your name. Plastic bags and paper bags will not be accepted. We do not cook food. Only dry kibble, canned food and treats that do not require heating will be given to your pet at daycare, if feeding is required. A per feeding fee of \$5 will apply if

feeding is required at daycare.

What To Bring Leash and collar (all labeled with dog's name). All of your dog's gear must be labeled with

his/her/their names. Please make sure the collar is appropriately labeled if there is no name tag to identify it, and please make sure the leash and/or harness is/are also

separately labelled with your dog(s) name(s).

What Not To Bring Bowls, bedding, beds, toys, luggage, etc.

# Dog Daycare Application Questionnaire

| Where did you get your dog?  |  |
|--|--|
| How long have you had him/her?   |  |
| If you haven't had your dog since puppyhood, do you know its prior history?  |  |
| Are there any other animals in your household?   |  |
| What is the make-up of your household?   | Adult Males Adult FemalesChildren(s) Age(s): |
| Please describe your dog's overall temperament:  |  |
| How does your dog generally react to other dogs?   |  |
| How does your dog react to other dogs inside your home?  |  |
| Has your dog participated in play at an off leash dog park?  |  |
| How does your dog react to strangers?  |  |
| Are there any types of people that your dog automatically fears or dislikes? If yes, please describe.                  |  |
| Are there any types of dogs that your dog automatically fears or dislikes? If yes, please describe.                    |  |
| Has your dog ever bitten another person?   |  |
| Has your dog ever been in a fight with, or bitten another dog?   |  |
| Has your dog ever escaped or attempted escape by digging under or around/jumping or climbing barriers/fences?          |  |
| Do you walk your dog? If yes, how often and how far (distance)?  |  |
| What other exercise does your dog receive? How often if any?   |  |
| What known behavioral problems does your dog have?   |  |
| Does your dog have any specific circumstances or situations in which s/he becomes frightened? If yes, please describe. |  |

| Describe how you would calm your dog during this                        |  |
|---|--|
| situation.  |  |
| Does your dog have a history of eating foreign objects?                 |  |
| If yes, please describe the event(s).                                   |  |
| Is your dog housebroken or crate trained?                               |  |
| Does your dog play with any toys? If yes, what kind of                  |  |
| toys?   |  |
| Is your dog toy possessive?   |  |
| Has your dog shared food and water with other dogs                      |  |
| before? If yes, were there any problems?                                |  |
| Does your dog prefer a particular gender of dog?                        |  |
| Has your dog received formal training? If yes, where and when?          |  |
| Does your dog know any commands? If yes, please describe.               |  |
| What special commands does your dog know?                               |  |
| What is your dog's  |  |
| -Bathroom Command?  |  |
| -Quiet/Settle Command?  |  |
| -Play Command?  |  |
| How does your dog react when you arrive home?                           |  |
| Does your dog have any health concerns that you are aware of?           |  |
| Does your dog have any medical restrictions on                          |  |
| activity?   |  |
| Is your dog currently on medication? If yes, please                     |  |
| describe.   |  |
| Does your dog have allergies? If yes, please describe.                  |  |
| Does your dog have any areas on his/her body that s/he                  |  |
| does not like to be touched? If yes, please describe.                   |  |
| Does your dog have a special place that s/he likes to be pet or rubbed? |  |
| Is your dog currently on any flea or tick prevention                    |  |
| products? If so, please list brand, type and frequency                  |  |
| given/applied.  |  |
|   |  |

| Has your dog previously attended daycare at another |  |
|---|--|
| facility? If yes, do you think the experience was   |  |
| beneficial to your dog?                             |  |
| Does your dog ride well in the car?                 |  |
|   |  |
|   |  |
| When are you interested in having your dog come to  |  |
| daycare?  |  |
|   |  |

Thank you for choosing Pet Sitting to The MAX Doggie Daycare for your Dog!

Please add our contact information into your mobile device(s) for easy reference!

Email: <u>info@petsittingtothemax.com</u>

Phone: 650-963-9190

### PET SITTING TO THE MAX CLIENT PET CARE AGREEMENT

#### I PET SITTING TO THE MAXRESPONSIBILITIES:

- A. Pet Sitting to the MAX, its' Employees and independent Contractors agree to provide all the services stipulated on the Services Information Sheet of this contract at industry standards. Possible services include, but are not limited to, on-site Dog Daycare ("Daycare"), in-home Pet Care("Home Visit",) dog walking, administering of medication, and animal transportation. Additional non-pet services may be included as stipulated on the Services Information Sheet.
- B Pet Sitting to the MAX provides services through Pet Sitting to the MAX Pet Care Providers including Employees ("Employees") and qualified independent Contractors ("Contractor".)
- C Employees or Contractors, acting within reasonable business standards, shall be prompt, professionally attired, and attentive to the services agreed to.

#### II. CLIENT RESPONSIBILITIES

- A. Client authorizes Pet Sitting to the MAX, Employee or Contractor to render care and services as stipulated on the Services Information Sheet and as needed to satisfy this contract. Client agrees failure to satisfy any requirements of this section can result in
  - 1 Cancelation of current or future services and
  - 2 Billing for services as already provided or canceled without propernotice.
- B Client agrees that Pet Sitting to the MAX Employees and Contractors have a legal right toenter the home address provided by the Client on the Client Information Sheet, with or without the Client present.
  - 1 Client affirms they have attained consent by any individuals whose permission isrequired to secure this right of entry including, but not limited to landlords, co-tenants, or building managers.
  - If at the time of the Home Visit any individual rightfully objects to entry, the Employee or Contractor will leave and no Home Visits, or Pet Transportation will be conducted until permission for right of entry is corrected.
- C Client Agrees to give 48-hour notice of client's plans to be away fromhome.
  - 1 Notice may be in the form of a confirmed e-mail, phone call or fax.
  - 2 Ongoing contact information with the client and any special needs for the client's pet should be confirmed at this time, including but not limited to: changes in feeding, medications or travel dates.

- D. Client agrees to provide Pet Sitting to the MAX or Contractor with a key that correctly fits entry lock or other verified keyless access method.
  - 1 If an emergency requires Pet Sitting to the MAX, at its sole discretion, to a contacta locksmith to gain entry to the client's address;
    - a Client waives all liability for property damage caused during this emergency and
    - b Client agrees to reimburse Pet Sitting to the MAX for any expenses, including but not limited to a locksmith, to gain access to the Client's address.
- E Client agrees that the address specified for a Home Visit on Services Information Sheet is safe for Employee, Contractor or other Agent of Pet Sitting to the MAX to enter. Address must be free of physical dangers including but not limited to, safety hazards in the dwelling, additional dangerous animals, or individuals in residence not disclosed to Pet Sitting to the MAX.
  - 1 Client agrees that if at any time an Employee or Contractor feels threatened during ahome visit they may leave immediately after taking reasonable efforts to secure client'spet.
  - 2 Client agrees that if at any time an Employee or Contractor finds it necessary to protect their own safety in response to immediate danger Employee or Contractor has a right to leave premises without attending to the Client's pet, and neither Pet Sitting to the MAX or Contractor will be liable for any harm to pet under such circumstances.
- F In the event Pet Sitting to the MAX Employee or Contractor, using reasonablebusiness judgment, determines emergency veterinary care is needed;
  - 1 Client releases Pet Sitting to the MAX, Employee or Contractor from anyliabilities related to such treatment.
  - 2 Client authorizes Pet Sitting to the MAX, Employee or Contractor to engage the services of a veterinarian of Pet Sitting to the MAX's choice, or, if available at the time of the emergency, the named veterinarian listed on Pet Medical Information Sheet.
  - 3 Client agrees they have been informed that Employees and Contractors are not veterinary physicians and Pet Sitting to the MAX and Contractor have no liability for injury to an animal not resulting from gross negligence on the part of Pet Sitting to the MAX and Contractor.
  - 4 Client agrees to reimburse Pet Sitting to the MAX for all reasonable veterinary, medical, or incidental expenses including travel time, additional Employee assistance, and cost of medical supplies incurred under this section. Any such expenses will be itemized on Client'sbill.
- G. Client agrees they will be billed for required and incidental expenses incurred by Pet Sitting to the MAX including but not limited to, additional pet food, home supplies or replacement of Pet Sitting to the MAX property damaged outside the course of regular wear and tear fromuse.

- H. Client Agrees that any pet care goods, including but not limited to, leashes, leads, collars, bedding, toys are provided by the Client are provided at the Client's ownrisk.
  - 1 Client releases Pet Sitting to the MAX or the Contractor from any liability for damageto provided pet care goods.
  - 2 Client releases Pet Sitting to the MAX or the Contractor from any liability for harm to Client's animal resulting from a Client provided leash, lead, or collar that does not conform to proper Pet Sitting to the MAX safety standards including a quick release feature oncollars.
  - 3 Client assumes all liability from harm to other animals or Pet Sitting to the MAX Employee or Contractor as a result for Client provided pet caregoods.
- I Client understands that in inclement conditions, including but not limited, weather, flooding, earthquakes, other "Acts of God," traffic accidents, fire, or action of third party civic authority, Pet Sitting to the MAX, Employee or Contractor shall use reasonable business judgment in providing services under this contract.
  - In the specific circumstance that unreasonably affects driving to or entering the address for Home Visits provided on the Client Information Sheet, then Pet Sitting to the MAX shall be relieved of any liability or responsibility to provide services under this contract.
- J In the event a Client's animal proves to be dangerous;
  - 1 Client agrees that if in the reasonable business judgment of Pet Sitting to the MAX, Employee or a Contractor, a pet being boarded or in day care becomes a threat to
    - a Pet Sitting to the MAX agent, Employee or Contractor,
    - b Another animal, or
    - c Other individual to whom Pet Sitting to the MAX is responsible for the safetyof as a matter of law,
  - Then after a reasonable attempt to contact Client to retrieve animal, that animal maybe moved to a secure kennel at Client's expense.
- K. Spay and Neutering of Client's Pet
  - 1 Client confirms their pet or pets named on Pet Information Sheet are properly spayed or neutered.
  - In the event a Client's pet is discovered to not be spayed or neutered Pet Sitting to the MAX may, at its discretion, treat animal as a danger as provided under section II(j) above.

#### III. WAIVER AND INDEMNIFICATION.

- A. In regard of these services and as an express condition of this contract the client expressly waives any and all claims against Pet Sitting to the MAX, its' Employees or independentContractors except those occurring from gross or deliberate negligence.
- B In the event Client's animal, including both pets listed on Pet Service Contract and other animals in residence at client's home, bites or attacks Pet Sitting to the MAX Employee or Contractor, Client is liable for the expense of any medical attention deemed necessary by emergency medical personnel oran appropriate medical care provider chosen by the injured party.
- C Client expressly waives any and all claims against Pet Sitting to the MAX, its' Employees or Contractors resulting from the Client not having spayed or neutered their pet. Client is liable for the expense, damage, medical attention or any other consequence to a third party resulting from their pet not being spayed or neutered.

#### IV. PAYMENT

- A. Client agrees to make full payment on account prior to the commencement of requested services. Client agrees to make full payment on account balance of any additional charges incurred during the service period within ten (10) days of receipt of bill for services.
- B Clients with a history of late payment may be required to pay an additional \$500.00 deposit in addition to pre-paying for service, in advance before services are rendered.
- C After 10 days, interest will be charged on the principal balance. Interest will be calculated by multiplying the unpaid balance by the periodic rate of .833% per month (TEN PERCENT [10%] ANNUAL PERCENTAGE RATE). The unpaid balance will bear non-compound interest untilpaid
- D. After 60 days, unpaid accounts will automatically be turned over to a collectionagency.
- E If any payments are returned, Client agrees to pay a \$25.00 returned payment fee in addition to any bank fees and other resulting fees for returned payment.
- F Failure to promptly notify Pet Sitting to the MAX at least 48 hours prior to service, of a desire to cancel service or otherwise change service may result in billing for services in full as agreed to.
- G. Failure to notify Pet Sitting to the MAX or Contractor of early arrival home will result in a service charge for any unnecessary trips to client's home. Additional unnecessary trips incurred by Pet Sitting to the MAX, or any Contractor due to failure to notify may also result in a service charge.
- H. Prepaid daycare packages are non-refundable.

#### V ENTIRE AGREEMENT.

A. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

#### VI. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.

A. If any provision of this Agreement is held in whole or in part to be unenforceable for anyreason, the remainder of that provision and the entire Agreement will be severable and remain in effect.

### VII MODIFICATION BY SUBSEQUENT AGREEMENT.

This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

#### VIII ARBITRATION.

Any controversy or claim, not otherwise settled informally by communication between Pet Sitting to theMAX and Client, arising out of or relating to this contract resulting in breach thereof must be settled by binding arbitration administered by an impartial licensed arbitrator as selected by Pet Sitting to the MAX. This agreement forgoes the right of Client to litigation in the resolution of any disputes. The place of arbitration will be Santa Clara County, California, and California law will apply. Arbitrator(s) will enter judgment awarded or rendered in any court of proper jurisdiction.

#### IX. EFFECTIVE DATE.

This Agreement will govern all services performed by Pet Sitting to the MAX on behalf of Client commencing with the date Pet Sitting to the MAX first performed services. Even if this Agreement does not take effect, Client will be obligated to pay Pet Sitting to the MAX the reasonable value of any services Pet Sitting to the MAX may have performed for Client.

| *                                 | D BE LIABLE, JOINTLY AND SEVERALLY, FO<br>T. THE CLIENT IN ENTITLED TO RECEIVE A F |    |
|-----------------------------------|--|----|
| EXECUTED DUPLICATE OF THIS AGREEN | MENT.  |    |
|                                   |  |    |
| X                                 |  |    |
|                                   |  |    |
| X                                 | Date   |    |
| Print Name                        |  |    |
|                                   |  |    |
|                                   |  |    |
| X                                 | Date   |    |
| Print Name                        |  |    |
|                                   |  |    |
|                                   |  |    |
| X                                 | Date   | ı  |
| Print Name                        |  |    |
|                                   |  |    |
|                                   |  |    |
| <u>X</u>                          | Date   | Į. |

Print Name\_\_\_\_\_

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE PET SITTING TO THE MAX FIRST PROVIDED SERVICES. IF MORE THAN ONE