

The Standard Terms and Conditions of this Service Agreement were last updated on March 6, 2021.

The individuals listed below are the parties entering into this dog walking Service Agreement as of March 9, 2021.

Brittney Farrell, o/a Tails on TRAILS

109-1440 Gordon Street, Guelph, ON N1L 1C8

Mobile: 519-993-3926

Email: <u>tailsontrailsguelph@outlook.com</u> Referred to as "Tails On TRAILS"

Jane Doe

123 Green Street, Colourville, ON N1H 0A2

Phone: 123-456-7890 Email: janedoe@123.com Referred to as "Client"

1. Contract Terms

The Client wishes to engage Tails On TRAILS and Tails On TRAILS agrees to undertake the services under the terms and provisions defined in this agreement. The Adventure Hike Client Information Form, shall become a part of this agreement. Any reference to dogs or pets in this agreement shall refer to those specified in the Adventure Hike/Walk and Train Client Information Form.

2. Relationship & Responsibilities

Tails On TRAILS agrees to carry out dog training/walking services in a professional, reliable manner, taking care to treat the pets listed with respect and care at all times.

The Client agrees to provide any information necessary for the proper care of pets listed.

Tails On TRAILS shall ensure that any feces are picked up and properly disposed of while carrying out dog training/walking services.

During an Adventure Hike, the Client recognizes Tails on TRAILS has the right to drive the Client's dog(s) to another Client's home to pick up other group members. Tails On TRAILS agrees to limit the number of dogs walked at once to 5 per session.

The Customer shall be responsible for providing collars, leashes, and muzzles, goggles, boots, jackets, etc. for the pets listed as needed.

Tails On TRAILS shall not be liable for duties not explicitly listed in this contract.

The Client will ensure that the dog(s) is legally licensed in the municipality in which the Client resides and will maintain the license (including subsequent renewals) during the Term of this Agreement. Costs associated with licensing are solely the Client's responsibility, and the Client agrees to reimburse the costs of any fines or fees incurred by Tails On TRAILS, plus interest of 10% per month, should Tails on TRAILS incur these expenses in the course of providing the agreed services.

The Client will ensure the dog has been fully vaccinated (including Rabies) and will maintain all vaccinations as current during the Term of this Agreement.

Tails On TRAILS shall not be obligated to perform any other duties except those specified in the Adventure Hike/Walk and Train Client Information Form.

The Client gives Tails On TRAILS authorization to enter the address specified in the Adventure Hike/Walk and Train Client Information Form as needed to perform the necessary services.

3. Payment Terms

The Client shall select the desired services in consultation with Tails On TRAILS. Arrangement of services can be agreed to on a weekly or as need basis and adjusted based on the needs of the Client and



availability of the Tails On TRAILS. All service adjustments will be agreed to in writing via email or other mutually agreeable means.

All fees for services performed are payable in Canadian Dollars and outlined in Schedule A: Quote

Cheque, cash or e-transfers are accepted at this time.

The Client understands this agreement and agrees that invoices are considered due upon receipt. Accounts in arrears for 14 days will incur interest of 10%, compounded monthly.

4. Duration

This agreement shall be in force until terminated by Client or Tails On TRAILS. The terminating party shall give seven (7) days written notice (email is an acceptable mode of written authorization). The Client authorizes this agreement to be valid approval for future services of any purpose provided by this agreement permitting Tails On TRAILS to accept telephone, text, or email reservations for continued or renewed services and enter premises without any additional signed agreements or written authorization.

5. Cancelation or Early Termination

Should any dog become aggressive or dangerous to humans or other animals, Tails on TRAILS may immediately terminate this agreement.

Tails On TRAILS may immediately terminate this agreement should the Client provide false or misleading information in the Adventure Hike/Walk and Train Client Information Form.

Termination under the circumstances described above shall not entitle the Client to any refunds, nor relief of any outstanding payments due.

6. Liability

Tails On TRIALS will carry liability insurance relative to the services provided.

Tails On TRAILS accepts no liability for any breach of security or loss of or damage to the Client's property if any person other than Tails On TRAILS has access to the property during the term of this agreement. This includes but is not limited to friends, family members, and residents of the home other than the Client.

Tails On TRAILS shall not be liable for any injury that may befall a dog due to the natural behaviour of animals, or caused by another animal who is not associated with Tails On TRAILS.

The Client shall be liable for all medical expenses and damages resulting from an injury to Tails On TRAILS caused by the Client's pet(s) as well as damage to the Client's property.

Tails On TRAILS is released from all liability related to transporting the Client's dog(s) to and from any Adventure Hikes, if applicable. If expense are incurred by Tails on TRAILS, the Client agrees to reimburse Tails On TRAILS for these expenses, plus interest of 10% per month if not reimbursed within 7 days.

Trails On TRAILS acknowledges that the Client's dog(s) will never be let off leash for any reason, except for any medical emergency, during transportation, or while in or on the Client's property, provided such property is adequately secured with appropriate barriers to avoid escape.

The Client hereby acknowledges that they voluntarily have agreed to pay for the services for their pet as outlined in Schedule A and understand that the act of walking their dog, socializing with other people or animals, and/or training their dog around other people or animals involves risks of to injury other



people, their dog, and other dogs, including Tails On TRAILS, and these risks are entirely the Client's responsibility. The Client expressly assumes all these risks and further expressly agrees to be solely responsible for any injuries incurred or caused by their pet(s).

The Client further understands that dogs, irrespective of their training and observed past behaviour or characteristics, may act or react unpredictably at times based upon instinct or circumstances, and agrees to assume the risk of injury to their dog. Additional risks include, but are not limited to: disease, dog fights, dog bites, and injuries to humans and other dogs, dog escape over or under fences; injury from vegetation which may have burrs or seeds that could become tangled in a dog's coat or lodge in a dog's feet, ears, nose or eyes; mosquitoes, ticks, wasps, fleas or other insects may be present; wild animals such as skunks, raccoons, porcupines or stray dogs or cats could be present, all of which might injure or infect their dog. The Client understands and expressly assumes all of these additional risks.

By signing this Agreement, in consideration of all services that their dog may participate in, the Client hereby fully and forever releases and discharges Brittney Farrell, operating as Tails On TRAILS, Ontario from any and all claims, demands, damages, rights of action, or causes of action present or future, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of intended use of said services.

The Client has carefully read this release of liability and understands and fully agrees with its content.

The Client acknowledges that if a bite occurs as a result of their dog, regardless of the victim, Tails On TRAILS is responsible for reporting such event to the appropriate authorities.

The Tails On TRAILS warrants to keep safe and confidential all keys, remote control entry devices, access codes and personal information of the Client and to return same to the Client at the end of the contract period or immediately upon demand.

7. Emergencies

In the event of an emergency, the Tails On TRAILS shall contact the Client at the numbers provided to confirm the Client's choice of action. If the Client cannot be reached promptly, the Tails On TRAILS is authorized to:

- Transport the animal(s) to the listed veterinarian;
- Request on-site treatment from a veterinarian;
- Transport the animal(s) to an emergency clinic if the previous two options are not feasible in the reasonable judgement of the Tails On TRAILS.

In all scenarios, the Client agrees to take full financial responsibility of the expenses incurred on its dog's behalf.

8. Cancelation Policy

Cancellation by the Client of any scheduled walk/training must be done 24 hours prior to the start time of that walk/training. Failure to provide proper notification may result in a 50% fee of service penalty.

In the event of sudden onset sickness or emergency, Tails On TRAILS will provide you text or email you as soon as possible, all fees are exempt.

9. Inclement Weather Policy

In the best interest of both the Client's dog and Tails On TRAILS, walks will not occur if the temperature is below -25 degrees Celsius (inclusive of wind chill) or above 35 degrees Celsius (inclusive of humidex) or during weather conditions where high winds, heavy snow, heavy rain, or thunder and lightning prevent normal walking conditions and the safety of Tails On TRAILS, dog(s), or both. In the event of inclement weather, Tails on TRAILS will discuss with Client modified service options.



10. Training Outcomes

The Client understands and agrees that the degree to which a dog is successfully trained is a function of the interest, commitment and cooperation of the Client. The Client acknowledges and agrees that there is no guarantee that their dog will achieve the desired outcome, despite the best efforts of the Tails On TRAILS.

11. Socialization & Interaction

Client acknowledges and agrees that the Client's dog is permitted to interact with other dogs. Like children on a playground, dogs can get scratches, nicks or bites as they interact with other dogs. Client acknowledges that animals are unpredictable and there is possibility of injury to his or her dog, or another dog during such controlled socialized activities. While the dogs are carefully monitored by Tails On TRAIS to prevent injury, it is still possible that during the course of normal canine socialization, the Client's dog may get injured. The Client, however, agrees that the benefits of socialization outweigh the risks and accepts the risk.

12. Dog's Picture, Name, and Other Likeness

Owner acknowledges that pictures and videos may be taken of the Owner's dog for media, marketing and advertising purposes. Owner agrees to allow Tails On TRAILS to use the Owner's dog's name and any images, in any form or format, for use, at any time, in any form of media, marketing, print or advertising without providing the Owner prior notice or fees for same.

In acknowledgement of this Service Agreement.

Brittney Farrell	Jane Doe
Brittney Farrell o/a Tails On TRAILS	Jane Doe
March 9, 2021 Date	March 9, 2021
	17



Schedule A: Quote

The table below details the service fees based on the information provided in the Client Consultation on March 9, 2021. Refer to Section 3 of the Service Agreement for Payment Terms Quotes are subject to changed based on the needs of the client and any additional services added.

		Total Estimate per Month	\$320.00
Adventure Hike	2 x week	\$40.00	\$40.00
Service Provide	Frequency	Rate	Estimate Total

Comments or additional information for quote:

N/A

In acknowledgement of Schedule A:

Brittney Farrell

Brittney Farrell o/a Tails On TRAILS

March 9, 2021

Date

Jane Doe

Jane Doe

March 9, 2021

Date