

PupFit
Terms of Agreement for Adventure Hikes

This Terms of Agreement for Adventure Hikes (the "Agreement") is an agreement between PupFit (David E. Hooks, and Jennifer Lopez) ("PupFit") and the individual named below ("Client") for Adventure Hike services.

CLIENT:

Name:

Address:

Phone:

1. I authorize PupFit, and or it's assigns, to perform Adventure Hike services of my dog(s).

Adventure Hikes consist of commuting to, and from, locations outside the city where client dog(s) are supervised, while off leash, during a (minimum of) 2-hour hike. Said client dog(s) will be exposed to all manner of weather, insects, flora, and fauna. Minor scratches, cuts, scrapes, bites, and abrasions are to be expected. Said client dog(s) will navigate, swim, cross, and ford creeks, streams, rivers, and all manner of bodies of water, and be exposed to wet, silty, sandy, and muddy terrain.

2. PupFit and Client agree to the schedule of fees that are currently in effect:

- \$11 transportation fee, per trip;
- \$50 Evaluation fee;
- \$51 fee, per dog, for one (1) Adventure Hike;
- \$31 fee, per second dog (per household), for one (1) Adventure Hike;
- \$21 fee, per third dog (per household), for one (1) Adventure Hike;
- \$10 fee, per shampoo

3. All Adventure Hike fees cover one dog, two dogs, and or three dogs (per household), and are nonrefundable.

*Cancellation, and/or rescheduling, without 72-hour notice, is subject to a fee in the amount equal to one hike. Penalty fee amounts vary depending on client's services. IE: \$51, \$31, or \$21.

*PupFit utilizes e-collars **on all new dogs, and dogs with extreme prey drive.** Occasionally, a dog may experience "collar rash", or an abrasion about the neck. Any potential "collar rash" is caused by friction from the unit rubbing against wet skin, and is purely superficial.

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3. Client hereby attests and certifies to PupFit to the fact that all Client’s dog(s) have all necessary and appropriate licenses and vaccinations required by the State of Texas, Harris County, the City of Houston, and are current according to the law. In addition, Client hereby attests and certifies to the fact that all Client dog(s) are currently on heartworm preventative (flea, and tick, where applicable).

_____ (initial here)

4. Adventure Hikes services shall be performed by PupFit, and or it’s assigns, during all assignments unless Client gives prior approval for other personnel to stand in (i.e.; in the event that Jennifer Lopez or David E. Hooks’ has an illness, accident, or unavoidable delay).

5. Client authorizes PupFit, and or it’s assigns, to obtain any veterinary/emergency veterinary care that may be necessary during the time spent with my dog(s). Client unconditionally accepts full financial responsibility for any and all veterinary/emergency veterinary care related to Client’s dog(s). Client authorizes PupFit to utilize an alternative veterinarian in the event that Client’s primary veterinarian is unavailable. Every effort will be made to notify the Client prior to obtaining emergency care.

6. Client unconditionally agrees to reimburse PupFit, and or it’s assigns, for any and all additional fees for providing veterinary/emergency veterinary care.

7. PupFit agrees to provide the services stated in this Agreement in a good faith, reasonably reliable, caring, trustworthy manner. In consideration of these services and, as an express condition thereof, Client expressly waives and relinquishes any and all claims against PupFit, and or it’s assigns, and agrees to hold harmless, except those arising from actual proven negligence by PupFit, and or it’s assigns.

8. Client unconditionally agrees that PupFit, or any alternate personnel, will not be liable for the injury, illness, death, disappearance, or fines of any client(s) or dog(s) under it’s care. Client agrees to indemnify and hold harmless PupFit, and or it’s assigns, in the event of a claim of injury to the client(s) or dog(s) or caused by the client(s) or dog(s) or by any person.

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9. PupFit reserves the right to terminate this Agreement at any time, at its sole discretion; likewise, Client may terminate this Agreement at any time.

10. This Agreement will be governed by the laws of the State of Texas, without regard to its conflict of law’s provisions. The parties irrevocably submit to the exclusive jurisdiction of the Federal and State courts of Texas located in the City of Houston, and the appellate courts thereof. If any provision of this Agreement shall be held by a court to be unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. The parties agree that no party shall be deemed to be the drafter of this Agreement and further that in the event that this Agreement is ever construed by a court of law, such court shall not construe this Agreement or any provision of this Agreement against any party as the drafter of the Agreement.

11. Client unconditionally agrees to authorize PupFit, and it’s assigns, to photograph, and video, said Client dog(s), and to use said photographs, and video, in all marketing and social media applications.

The parties attest that each have read, understand, and agree to above terms of this Agreement.

Client:

Date:

PupFit (David E. Hooks, and Jennifer Lopez):

Date:

TERMS OF SERVICE

Client shall agree to all the conditions, releases, and terms of services, as set forth below.

1. All Dogs will:

- be current on Rabies, Distemper, Parvo and Bordetella vaccinations;
- be at least 6 months of age;
- be spayed or neutered;
- be in general good health;
- be non-aggressive toward other dogs and people;
- not resource guard (protective of toys);
- meet all county, and state, licensing/registration;
- have a collar that contains an identification tag bearing the dog's name, and owner's (or vet) current contact information.

2. **Media rights:** By using the services provided by PupFit, client shall agree to allow PupFit to use client dog's name, and any image or likeness of client dog(s), taken during our care. Client shall agree to release all rights to images of any form or format, for use, at any time, in any media, marketing, advertising, or promotional material. This provision is legally binding to client, all client successors, heirs, legal representatives, and assigns.

3. **Fees:** Client shall pay for all services by credit card, check, cash, or debit card. All payment is due by the Monday, following their completed hike, and before client completes their dog(s) next scheduled hike. All fees are nonrefundable. Client gives their expressed permission to company (PupFit) to charge any payment method client provided, for unpaid services, upon the date services were agreed to have been paid. Client further agrees to pay all collections costs, and all cost of any returned check, or challenged, credit card, or debit card charges.

4. **Cancellation and Reschedules:** If client provides a seventy-two (72) hour notice of cancellation/reschedule, the client scheduled service(s) shall be reserved for a period of seven (7) days, unless other terms are agreed upon, in advance, by client and company (PupFit). If client fails to render a seventy-two (72) hours' notice of cancellation/reschedule, client will be charged 100% of the cost for the scheduled service(s).

5. **Reactive Dogs:** In consideration of all of our clients, dog(s) must not be reactive (exhibiting unacceptable behavior, IE: aggressive, on or off leash) and must pass PupFit's Evaluation process. If client dog(s) demonstrate poor social behavior, aggressiveness, or any other unwanted behaviors, at PupFit's sole discretion, client dog(s) may not be allowed to hike.

6. **Disclosure:** Client shall disclose any, and all, history of physical or mental conditions, including but not limited to medical concerns, or behavioral incidents, that, at PupFit's sole discretion, may affect, limit, or prevent client dog(s) ability to participate in our Adventure Hike services.

7. **Defamation:** Client agrees not to attack/criticize PupFit, its employees, assigns, associates, or partners, publicly or on public forums, blogs, social networks, at any time or subsequent to contract period. Similarly, client agrees not to seek advice on blogs, community groups, or social media in a way which brings bad name to the company, associate, or partner.

TERMS OF SERVICE (continued)

8. **Picking up/Dropping off:** Client shall agree to pick up, and drop off, client dog(s) in a timely manner. At PupFit, we understand circumstances may arise which will prohibit client from being on time, occasionally. If tardiness becomes habitual, client will be charged a boarding rate of twenty-five dollars (\$25), per incident, and client dog(s) may lose their PupFit services.
9. **In the morning:** Client shall agree to allow client dog to eliminate (pee/poop) prior to releasing them to our care. Just like people, dogs need to eliminate shortly after they awake in the mornings. We do not want our vehicle soiled during our morning commute.

CLIENT SIGNATURE: _____ DATE: _____