

**1. Duties.**

- a. **Owner** (the person agreeing to these terms) shall provide
- 1) Suitable harnesses, collars and leads as approved by the Leash On Command as well as coats or muzzles if required.
  - 2) Location of your dog's favorite hiding places
  - 3) Location of your dog's favorite toys
  - 4) Written verification of any and all vaccines that have been given to your dogs
  - 5) A list of any rooms that are off-limits to people or dogs
  - 6) Notice to your neighbors that Leash On Command will be visiting your house while you are gone.
  - 7) Location of key or lockbox with applicable code
  - 8) Ensure our walkers are the only person in the home during the scheduled walk, unless specified prior to the walk start time.
- b. **Leash On Command, LLC.** ("**Leash On Command**") shall
- 1) Perform the service option(s) you select on the                      page (collectively called the "**Service**").
  - 2) Notify the Owner of any occurrence pertaining to the dog which may be relevant to the care and well-being of the dog.
  - 3) Supply and be equipped with a scooper and waste bags and will duly remove the dog's feces from all public places.
  - 4) Only walk one dog at a time, unless Owner has more than one animal receiving our services or Leash on Command has prearranged multi-dog walks with Owner ahead of time.
  - 5) Not be obliged to perform any other duties, except those specified on the Owner's Information sheet and Pet Information sheet.

**2. Cancellation of Early Termination**

- a. Owner may cancel the Service four (4) hours prior to scheduled service without fees. If Owner cancels less than the required four (4) hour period, a charge of (\$5.00) will be incurred by Owner.
- b. Leash On Command reserves the right to change walker prior to a scheduled Service.
- c. Should any dog become aggressive or dangerous, the Leash On Command may terminate Service) effective immediately and Owner shall not be entitle to any refunds or relief of any outstanding payments due.

**3. Transferability/Termination** This Agreement may not be transferred or assigned by Owner in full or in part without the written consent of the Leash On Command. The Leash On Command reserves the right to terminate this Agreement at any time without notice, if Owner fails to satisfy any of the conditions and requirements of this Agreement.

**4. Liability**

- a. Leash On Command will carry liability insurance relative to the Services performed for the Owner. A copy of the insurance policy will be made available at the request of the owner.
- b. Leash On Command accepts no liability for any breach of security or loss of or damage to the Owner's property if any other person has access to the property during the term of this agreement.
- c. Leash On Command shall not be liable for any mishap of whatsoever nature which may occur to a dog or caused by a dog who has unsupervised access to the outdoors.
- d. Owner shall be liable for all medical expenses and damages resulting from an injury to the Leash On Command, its employees or independent contractors caused by the dog as well as damage to the Owner's property.
- e. Owner hereby releases Leash On Command from any and all liability related to transporting dog(s) to and from any veterinary clinic or kennel, the medical treatment of the dog(s) and the expense thereof.

- f. Leash On Command will not be held liable for any damage caused by the dog(s) to furniture, carpet, flooring/woodwork, walls, etc. while walker is not present.
- g. Leash On Command will not be held liable for dogs that bite, suffer an accidental death or escape from faulty fencing or from inside the home due to faulty screens, doors, etc.
- h. Leash On Command will not be held liable for any complications dogs may suffer or actions of dogs while they are unattended.

5. **Indemnification** Owner agrees to indemnify and hold harmless Leash On Command as well as its respective employees, successors and assigns from any and all claims arising from or to the dog(s).

6. **Emergencies** In the event of an emergency, the Leash On Command shall contact the Owner at the numbers provided to confirm the Owner's choice of action. If the Owner cannot be reached timeously, the Leash On Command is authorized to:

- a. Transport the dog(s) to the listed veterinarian;
- b. Request on-site treatment from a veterinarian;
- c. Transport the dog(s) to an emergency clinic, if the previous two options are not feasible.

7. **Health, Safety, Licenses and Taxes.** Owner shall obtain at its own expense all licenses and permits required by law, and Owner shall pay all taxes, fees and charges required by any governmental authority for the dog.

8. **Use of Likeness.** Owner grants permission to the Leash On Command to use Owner and dog's name, likeness, voice and words, in television, radio, films, newspapers, magazines and other media, and in any form not heretofore described for any lawful purposes, including but not limited to advertising. Owner understands that Owner will not receive any compensation for the use of Owner and dog's name or likeness.

9. **General Provisions.**

- a) **Severability.** In the event any parts of this Agreement are found by a court of competent jurisdiction to be void, the remaining provisions of this Agreement shall remain binding with the same effect as though the void parts were deleted.
- b) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The execution of this Agreement may be by actual or facsimile signature.
- c) **Benefit.** This Agreement and the obligations contained herein, shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and permitted assigns.
- d) **Force Majeure.** No party shall be liable to the other party because of any failure to perform hereunder caused by any cause beyond said party's control, including without limitation fire, earthquake, flood, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God or law, except as expressly provided herein to the contrary.
- e) **No Waivers.** No waiver by either party hereto of any breach of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof. The exercise of any right granted to either party hereunder shall not operate as a waiver.
- f) **No Violation of Law.** Nothing contained in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Agreement and any material statute, law or ordinance contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the provision of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within the legal requirements.
- g) **Headings.** The headings in this Agreement are solely for convenience of reference and shall not effect its interpretation.
- h) **Entire Agreement.** This Agreement, including any attachment(s), constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any prior correspondence, negotiations, agreements, understandings and representations with respect thereto. This Agreement may not be modified or amended unless in writing signed by both parties.
- i) **Notices.** Any notice, report, demand, waiver, consent or other communication given by a party under this Agreement shall be in writing, may be given by a party or its legal counsel, and shall deemed to be duly given upon delivery by Federal Express or similar overnight courier service which provides evidence

of delivery, or when delivered by facsimile transmission if a copy thereof is also delivered in person or by overnight courier. Notices of address change shall be effective only upon receipt notwithstanding the provisions of the foregoing sentence.

Notice to the Leash On Command: LEASH ON COMMAND, LLC  
621 Patriot Lane  
Franklin, TN 37067  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

Notice to the Owner: Owner's Information on the application

- j) **Governing Law.** This agreement will be governed and construed in accordance with the laws of the State of Tennessee. An action, suit, or other proceeding concerning this Agreement must be brought and maintained only in a state court of competent jurisdiction sitting in Williamson County, Tennessee, or in a federal court having jurisdiction over Williamson County, Tennessee.
- k) **Attorney Fees; Expenses.** In the event of a controversy, claim or dispute between the parties arising from or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable costs, expenses and attorney's fees, from the other party. Such fees and expenses shall include but not be limited to, court costs, professional fees and other litigation expenses through all appellate levels and in bankruptcy court. This provision shall survive the expiration or termination of this Agreement.