

THE BROWN SPOT LLC

PROFESSIONAL SERVICES CONTRACT & OWNER AGREEMENT

This Professional Services Contract & Owner Agreement ("Agreement") is made between The Brown Spot LLC ("Service Provider") and _____ ("Customer").

WHEREAS the Customer desires to have certain pet related services, including, but not limited to, pet boarding, private training, home drop-ins, pet transportation, pet daycare, and general pet care (the "Services") and Service Provider desires to provide its Services on the conditions set forth here and as listed in the "Waiver & Release of Liability".

IN CONSIDERATION of promises and other good and valuable consideration the parties agree to the following:

- I. **Term of Agreement.** The term of this Agreement (the "Terms") will begin on the date of this Agreement and will remain in full force and effect for 1 month. Thereafter, this Agreement shall continue to review each and every month as of the date of each month the Agreement was signed, until such a time as the Customer provides ten (10) days' notice to the Service Provider. In the event of termination, the Customer shall remain liable for the amounts owed under the Agreement.
- II. **Scope.** The Agreement encompasses all of the Customer's animals that are brought to Service Provider.
- III. **Compensation.** For the Services rendered by the Service Provider as required by Agreement, the Customer agrees to pay Service Provider for the Services provided at the agreed upon compensation for the Services provided.

At Service Provider discretion, a non-refundable deposit, of no more than one-hundred percent (100%) maybe required for services prior to the start. The final percentage of the cost is due the day the animals are picked-up.

- IV. **Cancellations / No Shows.** Compensation will be payable in full at the time of each individual Service. The Customer understands and agrees that cancellation of any individual service must be given to the Service Provider more than 48 hours prior to the Service. Failure to give the required notice will result in the Customer being charged in full for said Service and no refund will be given.
- V. **Late Payments.** Accounts unpaid for thirty (30) days will give Service Provider the right to obtain a Lien for such unpaid amounts and to exercise all legal remedies available. The Customer agrees that any and all costs or attorney fees incurred by Service Provider in collecting unpaid accounts from the Customer will be the responsibility of the Customer.
- VI. **Prepaid Packages.** Customer understands that pre-paid discounted packages are non-refundable and expire within 12 months from the date of purchase. Prepaid, discounted packages are provided only if they are paid for in advance.
- VII. **Liability.** The Customer agrees that Service Provider is not liable to the Customer, or any agent or associate of the Customer, for any mistake or error in judgement or for any act or omission done in good faith and believed to be within the scope of authority conferred or implied by this Agreement, including, but not limited to, injury to the Customer's animal due to automobile accidents or other animals in Service Provider's care. The Customer assumes any and all liability for any incident that may occur during the Services and agrees to hold Service Provider harmless from any and all claims that arise during said Services. Customer expressly waives any and all warranties, any claims against Service Provider for negligence or

gross negligence in connection with performance of the Services that may arise directly or indirectly from the Services. In addition, Customer shall defend and indemnify Service Provider against all actions, proceedings, claims, demands, losses, costs, damages, expense and legal fees whatsoever on account of bodily injury or loss of or damage to any property.

- VIII. **Social Media / Photo / Video.** The Customer agrees that Service Provider is permitted to take, create, and post to social media, pictures and videos of the Customer’s animal. Additionally, the Customer agrees that Service Provider permitted to take, create, and post to social media, pictures and videos of the Customer with the Customer’s animal. Customer also agrees to permit Service Provider to use Customer’s animal name, Customer’s name, image and likeness for the Service Provider’s marketing, advertising and promotional material. Customer agrees that no compensation will be given for any of the above.
- IX. **Transfer of Assignment.** This Agreement, and the rights and responsibilities thereto, are non-transferrable or assignable by the Customer or Service Provider to any other party without the express written agreement of all parties.
- X. **Notices.** All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

The Brown Spot LLC Attn: Renae Hill 2959 Harrison Brookville Road West Harrison, IN 47060 (513) 509-4813	Customer: _____ _____ _____ _____
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- XI. **Amendments or Modifications.** Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with the Agreement will only be binding if evidenced in writing signed by each Party or any authorized representative of each Party.
- XII. **Severability.** This Agreement shall remain in effect under the circumstances that a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limit the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.
- XIII. **Governing Law.** This Agreement shall be governed under the laws of the State of Indiana.

IN WITNESS WHEREOF the Parties have duly affixed their signatures:

_____ Date: _____
Renae Hill / The Brown Spot LLC Member

CUSTOMER: _____ Date: _____

Options for getting completed forms to The Brown Spot:

- 1) Once this form is completed, save it to your computer and attach it to an email, addressed to: info@thebrownspotllc.com
- 2) Print out a blank form and complete it manually. Drop off all the forms to our West Harrison, IN location
- 3) Complete the form and take a picture of each page and text it to Renae @ The Brown Spot-Mobile: (513) 509-4813