

SAFEJOURNEY DOG BOARDING, LLC - CLIENT SERVICES AGREEMENT
3525 SE Milwaukie Ave, Portland, OR 97202 – www.dogboardingportland.com

This Client Services Agreement (the “Agreement”) is made between the Client and Safejourney Dog Boarding, LLC (“Safejourney”) on the above-listed date and shall constitute a standard agreement for such services that are, from time to time, requested by the Client and agreed to by Safejourney.

1. **THE SERVICE; PRICE; PAYMENT; SCHEDULE; RISKS.** Safejourney may provide pet boarding-related services (a “Service”) to the Client. Examples of a Service include a single evening boarding or month-long daytime dog daycare. However, Safejourney reserves the right to decline to provide Service at Safejourney’s sole discretion depending on its availability, the condition of Client’s pet, or other factors that, in Safejourney’s determination, make the provision of Service inappropriate. The available types of Services are detailed on the Safejourney website under the “Services” tab, and may be periodically changed.

The Service will be provided at the price posted by Safejourney on its website under “Prices” at the time the specific Service is performed. Unless otherwise specified in writing, payment shall be made up front prior to provision of any ordered Service. Should payment not be timely made, Safejourney reserves the right to assess: a late fee of \$25.00; and interest on all unpaid sums at the monthly interest rate of 1.5%. Safejourney shall have the right to assess a \$50.00 fee for all returned checks.

Ordered Services must be scheduled and confirmed by Safejourney before any Service will be performed.

2. **REPRESENTATIONS; RISKS.** The Client represents that the animal for which the Service is requested: is owned by the Client; is healthy; is free from insects and parasites; has not harmed, shown aggression, or exhibited any threatening behavior towards any person or other animal; and all vaccinations are current at the time the Service is requested, unless the Client provides a detailed written description otherwise prior to provision of any Service. The Client shall provide a copy of the Client’s animal’s most recent vaccination records at the commencement of a Service and at any point thereafter should the animal’s condition change.

Safejourney will take reasonable steps to prevent foreseeable harm to the Client’s animal. Client understands that Safejourney personnel are not continuously present in all areas of the Safejourney facility or after normal business hours. Client understands and agrees that, notwithstanding Safejourney’s efforts, there are risks inherent in the Service, including those for serious injury and potentially death that might be caused by: the Client’s animal, other animals, the actions or inactions of others, and those not readily foreseeable at the time of the Service.

3. **TERM; DURATION.** This Agreement is effective on the date first written above and will continue indefinitely until terminated per this Agreement.

Termination for convenience—After the initial 30 days of the term, either party may, without cause, terminate this Agreement by giving 14 days written notice (the “Termination Notice”) to the other.

Immediate termination for cause—Safejourney may terminate this Agreement, and suspend all Services, if Safejourney reasonably concludes that the Client’s pet poses danger to Safejourney personnel, other individuals or animals, or any property. The Client may terminate this Agreement if Client learns that Safejourney refuses to comply with the Client’s reasonable directives. In the case of immediate termination, such termination shall be effective on the transmittal of written notice to the other Party.

Termination for cause after notice—If either Party materially fails to perform its obligations owed under this Agreement and the Agreement is not immediately terminable, the non-breaching Party may give written notice of such failure. After receipt of a notice of a failure, the breaching Party shall have 2 business days to cure the failure. If the failure is not timely cured, the Party providing notice shall have the right to terminate this Agreement at the conclusion of the notice period.

4. EMERGENCIES. In the event Client's animal becomes ill or poses a danger that prevents Safejourney from providing the Service, Safejourney will attempt to contact the Client or Client's emergency contact to arrange for alternate care. If the Client or emergency contact cannot be reached, the Client hereby authorizes Safejourney to transport the animals to the Client's above-noted veterinarian or place the animal in an appropriate facility, and the Client agrees to be responsible for all costs related to such actions.

5. MISCELANEOUS. At no time, shall be Safejourney be considered an employee of the Client. Safejourney shall maintain a policy for general commercial liability that covers the Service.

Any delay or failure in the performance by Safejourney under this Agreement shall be excused if and to the extent caused by the occurrence of a Force Majeure, which includes, but is not limited to, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. Safejourney shall use reasonable efforts under the circumstances to avoid non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or cease.

This document is the complete and final understanding of the Parties with respect to the transaction contemplated herein, and supersedes and replaces all prior and contemporaneous agreements and statements, both written and oral. If any provision of this Agreement is invalid or unenforceable in any respect for any reason, the provision shall be enforced to the fullest extent possible under such circumstances and the validity and enforceability of the provision and the remainder of the document shall not be impaired in any other respect.

Safejourney's failure or delay in exercising any right, power, or remedy under this Agreement shall not operate as a waiver of any other provision or any subsequent application of the same provision. No waiver shall be binding unless executed in writing.

Neither Party may assign this Agreement without the express written consent of the other Party.

The Parties expressly agree that this Agreement, any actions related hereto, the Service, and all claims, regardless whether arising under contract, tort, or otherwise, are governed by Oregon law.

Any dispute among the Parties related to this Agreement shall be settled by arbitration before a single arbitrator, using the Arbitration Service of Portland. Arbitration shall occur in Portland, Oregon. The Parties shall be entitled to conduct discovery in accordance with the Federal Rules of Civil Procedure, subject to limitation by the arbitrator to secure just and efficient resolution of the dispute.

Any notices, invoices, or reports required by this Agreement shall be delivered to the addresses first set forth above, or to such other addresses as the Parties might, from time to time, designate in writing and shall be deemed received on: (a) the date of hand-delivery; (b) on notice of successful transmission and receipt if delivered by electronic means; or (c) on the second business day following deposit, postage prepaid, in the United States mail.

6. INDEMNIFICATION; RELEASE; LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, THE CLIENT RELEASES SAFEJOURNEY, ITS MEMBERS, MANAGERS, AGENTS, AND EMPLOYEES (COLLECTIVELY THE "RELEASEES") FROM ALL CLAIMS OF ANY NATURE (INCLUDING FOR ATTORNEYS FEES AND LITIGATION EXPENSES) RELATED TO OR ARISING FROM THE SERVICE UNLESS CAUSED BY THE SOLE NEGLIGENCE OF SAFEJOURNEY AND OF ANY NATURE REGARDLESS DUE TO ANY UNDISCLOSED CONDITION OR PROPENSITY OF THE CLIENT'S ANIMAL. Without limiting the foregoing, the Releasee's aggregate liability to any person (including Client) related to the Service and Client's animal shall not exceed the greater of the price of the Service or the amount recoverable from Safejourney's insurance. The Client shall indemnify, defend, and hold the Releasees harmless from any claims or assertions of any kind (including for attorneys fees) arising out of or related to the Client's animal or the Service. In no event, shall the Releasees be liable for consequential, special, exemplary, or punitive damages, even if advised of their possible existence.

Entered into and Effective as of: _____(Date)

SAFEJOURNEY DOG BOARDING, LLC

CLIENT : _____

Name (printed): _____

Name (printed): _____

Its (position): _____