

OUT-U-GO! PET CARE SERVICES PET PARENT AGREEMENT

As a condition of services rendered by Op Ivy, Inc. d/b/a Out-U-Go!, and its agents, associates, employees, and other representatives ("Out-U-Go!"), and for good and valuable consideration, I, _____ agree as follows:

1. Authorizing Out-U-Go! to Care for My Home and Pets. I authorize Out-U-Go! to perform pet care services in my home upon my request. I fully understand the types of services Out-U-Go! provides, the cost of such services, and that the cost of services is subject to change at the sole discretion of Out-U-Go! By this Agreement, I request that Out-U-Go! perform pet care and other related services. In return, I agree to pay the invoice(s) of Out-U-Go! upon receipt, which will be sent to me at least on a monthly basis. Any invoices not paid in full within two weeks of receipt will be subject to a late fee.

2. Scheduling and Canceling Visits. I agree to schedule and cancel services and/or visits before reasonable deadlines. If I fail to give timely notice of a cancellation, I agree to pay Out-U-Go! for a scheduled service and/or visit.

3. Pet Parent Responsibilities. I fully understand and agree that it is my responsibility to provide Out-U-Go! the following: (1) a completed Pet Parent Form; (2) a **properly fitted and functioning leash and collar**; (3) **identification tags with my pet(s) current address and phone number**; (4) proof of my pet(s) current rabies vaccination; (5) any necessary food, litter, waste bags, or other supplies; (6) and two (2) sets of the keys to my residence and alarm codes.

4. Pet Parent and Pet Information. I certify that the information provided on the Pet Parent Information Form (the "Pet Parent Form") is complete and accurate. I agree that it is my sole responsibility to provide new, revised, and updated information pertaining to the Pet Parent Form, including pet medical information and care, and will immediately update such information as it changes. I agree to hold Out-U-Go! harmless for any actions or inactions resulting from omitted or incorrect information pertaining to the Pet Parent Form.

5. Providing Keys to My Home. I understand that Out-U-Go! requires me to provide two (2) sets of keys to my residence and necessary alarm codes for the purpose of providing pet care services in my home. If I provide Out-U-Go! less than two (2) sets of keys, I agree that Out-U-Go! may have additional sets of keys made at my expense. Out-U-Go! agrees that my keys will be kept for the sole purpose of being used in connection with the performance of pet care services as set forth in this Agreement. Out-U-Go! agrees that my keys will be returned to me upon written request. I agree that it is my responsibility to arrange for pick-up of any keys.

6. Accessing My Home When Keys, Locks, or Doors Fail or If Out-U-Go! Is Otherwise Unable to Gain Access. I agree that if Out-U-Go! is unable to enter my residence because of the failure of keys, locks, doors, or any other reason while my pet(s) are to be cared for, and Out-U-Go!, at its sole discretion, determines that the welfare of my pet(s) is dependent on immediate access to my residence, Out-U-Go! is hereby authorized to use any reasonable methods to enter my residence, including hiring a locksmith if necessary. If the reason that my residence was unable to be entered is due to my own action or inaction, including providing inaccurate information to Out-U-Go!, I hereby accept all liability and agree to fully reimburse Out-U-Go! for any expenses incurred in its efforts to obtain entry to my residence.

7. Emergency Medical Care for My Pet. I authorize Out-U-Go! to seek any necessary emergency medical attention, as it deems necessary, on behalf of my pet(s). In the event that my pet(s) require medical attention, I agree to assume the financial liability for all veterinary and other costs and

fully reimburse Out-U-Go! for any expenses it incurs as a result of such care, including emergency transportation and other services necessary to care for my pet(s).

8. Failing to Perform Services During Unusual Circumstances. I agree that I will not hold Out-U-Go! liable for loss or damage, nor will it be in breach of its services, if Out-U-Go!'s failure to perform its services results from: (1) compliance with the orders, requests, regulations, or recommendations of any federal, state, or municipal government; (2) acts of God; or (3) fires, strikes, embargoes, riot, war, acts of terrorism, or similar events. Any delay resulting from any of these causes will extend or excuse Out-U-Go!'s performance under this Agreement as may be reasonable.

9. Hiring Out-U-Go! Pet Sitters Independently of Out-U-Go!. I agree that I will **not** employ, hire, or pay a present or past Out-U-Go! employee or staff member to perform any in-home pet care services, including those referred to in this Agreement. If I do so, I agree to immediately notify Out-U-Go! and pay it a referral fee in the amount of \$2,500.00.

10. Indemnification. I agree to defend, indemnify, and hold Out-U-Go!, its subsidiaries, and their affiliates, and each of their respective directors, officers, shareholders, agents, representatives, employees, attorneys, successors, and assigns (the "Indemnified Parties") harmless from and against any and all claims, liabilities, judgments, obligations, causes of action, costs, expenses, losses, direct or indirect damages, fines, or penalties (including, without limitation, reasonable attorneys' fees, court costs, and reasonable litigation expenses) arising out of any breach of this Agreement by me or any injury or damage caused directly or indirectly by my pet(s).

11. Warranties and Representations. I acknowledge that Out-U-Go! has not made or given to me any warranties, representations, undertakings, commitments, covenants or guarantees respecting the subject matter of this Agreement except as expressly stated in this Agreement and the Pet Parent Form. I agree that this Agreement is fully integrated. I further acknowledge that in case any provision(s) (or portion(s) thereof) contained in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable, that fact shall not affect the other provisions of this Agreement and this Agreement shall be construed as if the provision(s) had never been contained herein.

12. Headings. The headings used in this Agreement are for convenience of reference only and shall not be deemed to limit, characterize or in any way affect the interpretation of any provision of this Agreement.

13. Choice of Law and Venue. This Agreement shall be interpreted, enforced, and governed under the laws of the State of Illinois. I agree to consent to the personal jurisdiction of the state and federal courts situated within Cook County, Illinois for purposes of enforcing this Agreement, and waive any objection to personal jurisdiction or venue.

I HEREBY CERTIFY THAT I HAVE READ THIS AGREEMENT CAREFULLY, I UNDERSTAND IT COMPLETELY, AND I AGREE TO ITS TERMS AND PROVISIONS.

Pet Parent Signature

Date

Pet Parent Name