

TIDYDOG CLIENT SERVICE AGREEMENT (rev 10/25)

Article I – Introductory Matters

1. Parties and Scope.

This Client Service Agreement (the “Agreement”) is entered into by and between Pet Services LLC, together with its affiliates, successors, and any Authorized Operators (collectively, “TidyDog”), and the individual or entity identified in the accompanying appointment record (“Client”). This Agreement governs all present and future grooming, bathing, transport, on-property, or related pet-care services provided under the TidyDog brand (collectively, the “Services”).

2. Authorized Operators.

Each Authorized Operator acts solely as an agent of the collective TidyDog entities for the limited purpose of performing and administering Services and is an intended third-party beneficiary of this Agreement. Such agency is limited exclusively to grooming and related Services and does not create any joint venture, partnership, or shared liability among TidyDog entities beyond the scope of this Agreement. The third-party-beneficiary status of an Authorized Operator confers the right to enforce this Agreement but not liability for the acts or omissions of any other TidyDog entity.

3. Facility Policies.

Client shall comply with posted facility rules, notices, and operational policies applicable to the location at which Services are rendered. In the event of a conflict between such rules and this Agreement, this Agreement shall control.

4. Consideration and Acceptance.

Client’s scheduling of any Appointment or Encounter, and TidyDog’s acceptance thereof, constitutes mutual assent to these terms. This Agreement is effective as of the date of Client’s first accepted Appointment and remains in effect for all subsequent Services unless replaced or superseded.

Article II – Definitions

1. Appointment.

An “Appointment” means a specific, scheduled instance of Services, whether at a TidyDog facility or an off-site or on-property location.

2. Encounter.

An “Encounter” means the entire sequence of interactions and records associated with an Appointment, including intake, grooming, finishing, and discharge.

3. Pet.

“Pet” means each animal presented by Client for Services, including any identified companion animals listed in Client’s account profile.

4. **Authorized Operator.**

“Authorized Operator” has the meaning set forth in Article I, and includes any duly designated TidyDog location or on-property unit performing Services under the TidyDog brand.

5. **Property Partner.**

“Property Partner” means any residential, commercial, or mixed-use property, landlord, or management entity permitting TidyDog to perform on-property Services for its residents or tenants.

6. **Appointment System.**

“Appointment System” refers to TidyDog’s electronic scheduling and record-keeping platform, which may be updated or replaced from time to time.

7. **Encounter Records.**

“Encounter Records” include all digital and physical data, photos, videos, forms, or notes generated in connection with an Encounter.

8. **Grooming Day / On-Property Event.**

“Grooming Day” or “On-Property Event” means a designated day or series of days during which TidyDog provides Services within a Property Partner’s facility or amenity space.

9. **Client Information.**

“Client Information” means the data, contact information, and payment credentials supplied by Client, as further governed by Article XIII (Data Privacy and Communications).

Article III – Health and Vaccination Requirements

1. **Vaccination Compliance.**

Client represents that each Pet presented for Services is current on required vaccinations, including Rabies, Distemper, and Bordetella, and any other immunizations mandated by law or veterinary standard of care. Proof of vaccination shall be provided upon request. A minimum waiting period of forty-eight (48) hours following vaccination is required before any grooming Services are performed.

2. **Disclosure of Medical Conditions.**

Client shall disclose all known medical conditions, prior surgeries, allergies, sensitivities, or skin conditions that may affect grooming or handling. Client shall further inform TidyDog of any exposure to contagious disease, including kennel cough, parvovirus, or similar communicable conditions, and may be required to reschedule until clearance is obtained.

3. **Senior and Medically Compromised Pets.**

Senior or medically fragile pets will be groomed with an emphasis on cleanliness and comfort rather than cosmetic perfection. Client acknowledges the heightened risk inherent in grooming such animals and assumes that risk except to the extent caused by TidyDog’s gross negligence or willful misconduct.

4. **Contagion Control.**

TidyDog employs veterinary-industry disinfection standards, including chemical surface sterilization and air-filtration technologies, to minimize cross-contamination. Client accepts that such measures significantly reduce—but cannot eliminate—the risk of infectious transmission.

5. **Right to Decline or Postpone Service.**

TidyDog may decline or postpone any Appointment if, in its reasonable judgment, the Pet presents a health or contagion risk to itself, other animals, or staff. Such deferral does not constitute a breach of this Agreement.

6. **Veterinary Coordination.**

Client authorizes TidyDog to communicate with the Pet's veterinarian to confirm vaccination or medical status as necessary for compliance or safety. Any information so obtained shall be handled in accordance with Article XIII (Data Privacy and Communications).

Article IV – Standard of Care and Limitation of Liability

1. **Standard of Care.**

TidyDog and its Authorized Operators shall perform the Services in a commercially reasonable manner consistent with the standard of skill, diligence, and care ordinarily exercised by competent pet-grooming professionals operating under comparable conditions. Client acknowledges that grooming involves the use of tools and equipment that, despite reasonable care, may occasionally result in minor nicks, abrasions, or irritation. No representation or warranty of perfect results, compatibility with any particular style, or achievement of any specific cosmetic outcome is made or implied.

2. **Veterinary and Medical Discretion.**

TidyDog does not provide veterinary care and is not responsible for diagnosing or treating medical conditions. Any referral of a Pet for veterinary evaluation shall be made in TidyDog's discretion as described in Article V. Client accepts that such referrals and any delays inherent in arranging them do not constitute negligence.

3. **Assumption of Inherent Risk.**

Client understands and accepts the inherent risks of grooming and handling animals, including but not limited to minor cuts, allergic reactions, stress responses, or adverse effects from shampoos or conditioners, and agrees that such risks are assumed by Client except to the extent caused by TidyDog's gross negligence or willful misconduct.

4. **Limitation of Liability.**

Except as otherwise provided in this Agreement, the aggregate liability of TidyDog, its Authorized Operators, members, managers, employees, contractors, insurers, and property partners for any and all claims arising out of or relating to the Services, whether in contract, tort, or otherwise, shall not exceed the total amount of fees actually paid for the applicable Service or five hundred dollars (\$500), whichever is greater. This limitation applies to all claims in the aggregate regardless of the theory of liability asserted and reflects the parties' agreed and reasonable allocation of risk given the nature and cost of the Services.

5. **Exclusion of Certain Damages.**

Under no circumstances shall TidyDog or any Authorized Operator be liable for consequential,

incidental, special, punitive, or exemplary damages, including emotional-distress or loss-of-companionship claims, even if advised of the possibility of such damages.

6. **Comparative Fault.**

If any loss or damage results from the combined fault of TidyDog and Client, TidyDog's liability shall be limited to the proportion of such loss attributable to its own fault as determined under applicable law.

7. **Evidentiary Control.**

Intake and Service-period photographs, videos, and contemporaneous records maintained by TidyDog are created and preserved in the ordinary course of its business and qualify as business records under applicable evidentiary standards. Such materials constitute reliable, controlling evidence of the Pet's condition and Services rendered unless disproved by clear and convincing evidence.

8. **Reservation of Statutory Rights.**

Nothing in this Agreement limits TidyDog's liability for its own gross negligence or willful misconduct where such limitation is prohibited by law.

Article V – Veterinary Authorization and Medical Events

1. **Emergency Authorization.**

Client authorizes TidyDog and its Authorized Operators to obtain veterinary evaluation or treatment for the Pet whenever, in TidyDog's reasonable judgment, prompt or immediate care is necessary to protect the Pet's health, safety, or comfort. All actions taken under this Article are subject to the standard of professional care and, as applicable, the limitation of liability set forth in Article IV.

2. **Contact Attempts and Immediate Care.**

TidyDog will make at least two (2) attempts to contact Client using the contact information on file by call, text, or voicemail. If Client cannot be reached within thirty (30) minutes, TidyDog may authorize reasonable emergency care. If TidyDog determines that delay would endanger the Pet's life or cause undue suffering, TidyDog may authorize immediate treatment without waiting to reach Client.

3. **Apparent Authority.**

Client authorizes any attending veterinarian to rely on TidyDog's apparent authority to approve treatment up to the financial limit designated by Client or, if none is designated, for such reasonable amount as the veterinarian deems necessary for stabilization.

4. **Cost Responsibility.**

Except where required by law or caused by TidyDog's gross negligence or willful misconduct, Client is solely responsible for all veterinary costs, treatment, medications, transportation, and related expenses. Nothing in this Agreement limits TidyDog's liability for its own gross negligence or willful misconduct where such limitation is prohibited by law.

5. **Payment and Reimbursement.**

If TidyDog advances or guarantees payment to a veterinarian, Client authorizes TidyDog to charge

such amount to the payment method on file or to add it to Client's account for immediate reimbursement.

6. Scope of Agency.

In arranging veterinary care, TidyDog acts solely as Client's agent and not as a guarantor of veterinary outcome. No representation or warranty of cure, result, or suitability of the veterinarian is made or implied. The agency created under this Article is limited to emergency facilitation and does not alter the risk allocations under Article IV.

7. Pre-Set Authorization Limits.

Client may designate a dollar limit for emergency veterinary care at the time of appointment or in Client's online profile. Failure to specify a limit constitutes consent for reasonable necessary costs as determined by the attending veterinarian.

8. Documentation and Reporting.

TidyDog will prepare an electronic incident report within one (1) business day following the event, including photographs, veterinary summaries, and invoices as available. Such materials are maintained in the ordinary course of business and are admissible as business-records evidence of condition and care.

9. Human Injury Coordination.

In any incident involving a human bite or scratch, Client authorizes TidyDog to provide vaccination proof and to cooperate with any legally required reporting or quarantine protocols. Client remains responsible for compliance with applicable animal-control regulations.

10. Client Communication Duty.

Client must maintain current contact information and remain reachable during the Appointment or Encounter period. Failure to do so constitutes implied consent for emergency care within the limits described above.

11. Subsequent Care.

Any follow-up or continuing veterinary treatment after emergency stabilization is the sole responsibility of Client unless expressly agreed otherwise in writing by TidyDog.

Article VI – Behavior and Safety

1. Behavioral Disclosure.

Client shall disclose all known aggression, anxiety, fear responses, or other behavioral tendencies, including prior bites, incidents, or warnings issued by veterinarians, shelters, or animal-control authorities. Disclosures required under this Article include, without limitation, those applicable to service or emotional-support animals under Article VI-A (Service and Emotional Support Animals – Compliance and Safety Policy).

2. Temperament Surcharges.

At TidyDog's sole discretion, temperament-related surcharges may be applied to any Appointment or Encounter to account for additional handling time, staffing, or safety requirements. Such charges are non-refundable even if Services are shortened or terminated for safety reasons.

3. **Behavior During Service.**

TidyDog may pause, muzzle, crate, isolate, or terminate Services if the Pet exhibits stress, aggression, or behavior creating risk to persons, other animals, or property. Behavioral issues and aggression materially increase handling time and safety exposure. No refund or credit is owed when grooming is modified or stopped for safety.

4. **Microchip and Records Authorization.**

Client consents to TidyDog's use of microchip scanners or similar identification tools for verification and safety purposes. Client further authorizes TidyDog to contact veterinarians, shelters, animal-control agencies, or similar organizations to obtain or confirm vaccination, identification, or behavioral history as reasonably necessary for safety or compliance. TidyDog has no obligation to perform such checks but may do so at its discretion.

5. **Reporting of Incidents.**

TidyDog may disclose behavioral or safety incidents to property ownership, landlords, or management entities as reasonably necessary for safety, insurance, or operational purposes. TidyDog may also report bites or dangerous behavior to veterinarians or public authorities as required or advisable by law.

6. **Behavioral Liability.**

Except where caused by TidyDog's gross negligence or willful misconduct, Client assumes full responsibility for and agrees to indemnify and hold harmless TidyDog, all Authorized Operators, employees, contractors, and property partners from any injury, damage, or expense arising out of or to the extent caused by the Pet's behavior, including injury to personnel, other pets, or third parties. This indemnity applies regardless of any service-animal or emotional-support designation under Article VI-A.

7. **Limited Premises Responsibility.**

TidyDog's responsibility for premises conditions extends only to areas under its exclusive, long-term control, such as owned or leased salon facilities. TidyDog is not liable for hazards or incidents occurring in shared or common areas, parking lots, sidewalks, elevators, or other spaces outside its exclusive control.

8. **Right to Decline or Restrict Service.**

TidyDog may, in its discretion, decline or discontinue Services for any breed, species, size class, or individual Pet if safety, staffing, or facility limitations make Service impractical. This right includes any Pet designated under Article VI-A when behavior or safety conditions so require.

9. **Client Indemnity for Nondisclosure.**

Failure to disclose known aggression or behavioral issues—including any facts relevant under Article VI-A—subjects Client to full indemnification obligations for any resulting injury, damage, or claim.

Article VI-A – Service and Emotional Support Animals (Compliance and Safety Policy)

1. **Disclosure Requirement.**

Client shall inform TidyDog in advance if any Pet presented for Services is designated as a service animal or an emotional-support animal so that appropriate documentation may be maintained.

2. **Equal Standards of Care.**

Designation of a Pet as a service or emotional-support animal does not alter the standard of care, handling procedures, or fees applicable to other Pets. No additional accommodations or preferential treatment are implied or provided beyond those required by applicable law.

3. **Safety Discretion.**

TidyDog may decline, delay, or modify Services if, in its reasonable judgment, the Pet's behavior, health, or temperament renders Service unsafe or impractical, regardless of any service-animal designation.

4. **Compliance Statement.**

This Article is intended to comply with applicable federal and state disability-access laws and does not restrict any lawful rights of service-animal owners under those statutes.

5. **Cross-Reference.**

All behavioral and indemnification provisions in Article VI apply equally to Pets described in this Article.

Article VII – Pet Condition

1. **Matting and Shaving.**

TidyDog may shave or demat a Pet when matting prevents safe or humane grooming. Client acknowledges that matting can cause skin irritation, infection, or other complications, and that additional fees may apply for dematting or medicated treatments.

2. **Fleas and Ticks.**

Pets presenting with fleas or ticks will incur an additional treatment or removal fee. Effectiveness of any flea or tick treatment is not guaranteed, and multiple sessions may be required to achieve satisfactory results. Services may be paused or terminated if infestations pose a sanitation or health risk.

3. **Mange and Parasites.**

Sulfur-based or comparable medicated baths may be offered for skin or parasite conditions only with prior approval. Effectiveness is not guaranteed, and multiple sessions may be required.

4. **Skunk Odor Treatment.**

Skunk-odor treatments incur additional charges due to the use of specialized products, isolated kenneling, and post-service cleaning. Effectiveness is not guaranteed, and multiple sessions may be required.

5. **Grooming Intervals.**

Certain breeds and coat types require regular grooming. TidyDog may recommend specific intervals based on breed, coat, and condition. Failure to follow recommended intervals may result in additional charges or required services.

6. **Comfort and Safety Measures.**

TidyDog may employ tools or restraints such as harnesses, hammocks, Happy Hoodies, or muzzles to calm or protect the Pet and personnel. If a Pet remains overly distressed, TidyDog may pause or stop Services without refund or credit.

7. **Puppies and Young Pets.**

Puppies may begin grooming as early as eight (8) weeks of age to acclimate them to handling. Sessions emphasize positive exposure rather than cosmetic completion.

8. **Dematting and Maintenance Education.**

TidyDog may demonstrate brushing or coat-care techniques to Client to reduce future matting and associated risks.

9. **Documentation.**

Service notes, photos, or videos of coat condition are maintained in the ordinary course of business and qualify as business records under applicable evidentiary standards.

10. **Reservation of Statutory Rights.**

Nothing in this Article limits TidyDog's liability for its own gross negligence or willful misconduct where such limitation is prohibited by law.

Article VIII – Conveyance (Transport of Pets)

1. **Scope of Service.**

“Conveyance” means the transport of Pets between any locations reasonably related to the provision of grooming or associated pet-care services — including, without limitation, the Client's residence or place of business, veterinary or boarding facilities, airports, or on-property amenity areas — using authorized vehicles and staff. Transport is an ancillary Service governed by this Agreement.

2. **Standard of Care in Transport.**

TidyDog shall transport Pets using commercially reasonable care, proper restraint, and humane conditions, and shall comply with all applicable laws and regulations governing animal transport. Nothing in this Agreement limits TidyDog's liability for its own gross negligence or willful misconduct where such limitation is prohibited by law.

3. **Condition During Transit.**

Client acknowledges that transport may involve short confinement and environmental exposure comparable to ordinary vehicle travel. Minor stress reactions or motion discomfort are inherent risks assumed by Client.

4. **Emergency Events.**

In the event of accident, illness, or vehicle malfunction during transit, TidyDog may obtain veterinary or other assistance under Article V. Client authorizes such actions and remains responsible for resulting veterinary expenses except where caused by TidyDog's gross negligence or willful misconduct.

5. **Client Readiness.**

Client shall ensure the Pet is leashed, crated, or otherwise secured for pickup. Failure to present the Pet in safe condition may result in rescheduling or additional handling fees.

6. **Right to Refuse Transport.**

TidyDog may refuse or discontinue transport for any Pet exhibiting aggression, distress, or unsafe behavior, or if weather or vehicle conditions render transport impractical.

7. **Documentation and Evidentiary Records.**

TidyDog may photograph or record Pets at pickup and drop-off for identification and safety verification. GPS-logged route data, time-stamps, and corresponding records maintained in the ordinary course of business qualify as business records under applicable evidentiary standards and constitute reliable evidence of the Pet's conveyance and timing.

8. **Payment and Fees.**

Transport fees are due at completion of the related Service unless otherwise agreed. Additional mileage, waiting-time, or handling charges may apply where access or conditions materially differ from Client's representation.

9. **Insurance and Risk Allocation.**

TidyDog maintains commercial automobile and general liability insurance applicable to authorized conveyance activities, as required by applicable law. Client acknowledges that coverage is limited to TidyDog's operations and does not extend to Client's property or personal vehicles.

Article IX – Offsite Events and On-Property Services

1. **Scope and Relationship.**

This Article governs Services performed by TidyDog at any location not owned or exclusively controlled by TidyDog, including residential properties, condominiums, multifamily developments, or public or ticketed events ("Offsite Events"). Property owners, managers, or event organizers ("Property Partners") provide the facility, utilities, and amenity space. TidyDog provides operations, personnel, and cleanup. Each party acts independently and is not the agent or representative of the other.

2. **Reliance on Property Partner.**

TidyDog relies on Property Partners to provide safe and adequate premises, utilities, and access. Property Partners are responsible for maintaining lighting, HVAC, electrical and water service, and overall site safety. TidyDog is not liable for conditions or interruptions occurring in areas or systems outside its direct control.

3. **Utilities and Equipment.**

Property Partners ordinarily provide electrical power, water, and waste-disposal access. If unavailable or inadequate, TidyDog may use its own portable power or water equipment. Liability for any incident arising from such equipment is limited to direct damages caused by TidyDog's negligence and capped at the fees paid for the affected Event.

4. **Site Inspection and Safety.**

Before commencing Services, TidyDog will make a reasonable visual inspection of the designated grooming area to identify immediately apparent hazards. If TidyDog determines that site conditions are unsafe or materially unsuitable, it may delay, modify, or cancel Services without penalty. Affected appointments may be rescheduled or credited at TidyDog's discretion.

5. **Operational Control.**

During Offsite Events, TidyDog maintains exclusive control over its grooming area, tools, and animal-handling zone. Property Partners control common and public areas. Either party may suspend operations for safety or emergency reasons.

6. **Event Admission and Fees.**

Venue admission, parking, or facility-access fees charged by Property Partners are separate from and in addition to TidyDog's Service charges and are payable directly to the host property or event organizer.

7. **Force Majeure and Cancellations.**

If weather, power failure, mechanical issue, or comparable event prevents or interrupts operations, Client's remedy is limited to rescheduling or credit at TidyDog's discretion. No refund or consequential damages apply.

8. **Insurance and Indemnity.**

Each party shall maintain insurance appropriate to its respective operations. Property Partners shall name TidyDog as an additional insured where required. TidyDog's responsibility is limited to its own acts or omissions and does not extend to premises or conditions beyond its control. Nothing in this Agreement limits TidyDog's liability for its own gross negligence or willful misconduct where such limitation is prohibited by law.

9. **Incident Reporting.**

TidyDog may disclose relevant incident details to Property Partners, event organizers, or insurers as reasonably necessary for safety, legal, or operational purposes.

10. **Property-Partner Addenda.**

TidyDog may execute supplemental Property-Partner Addenda consistent with this Agreement, including mirror indemnity or insurance clauses, without further Client consent.

Article X – Payment and Collections

1. **Payment Obligation.**

Payment is due upon pickup or completion of Services unless otherwise agreed in writing. All amounts are stated and payable in U.S. dollars.

2. **Card Authorization.**

Client authorizes TidyDog to obtain pre-authorization holds and to charge any balance due, cancellation fees, or approved add-on Services to the payment method on file.

3. **Deposits and Prepayment.**

TidyDog may require advance deposits or full prepayment for any appointment, Offsite Event, or recurring schedule, including for Clients with prior payment or attendance issues.

4. **Returned Payments.**

Returned checks or failed electronic payments incur a fee of thirty-five dollars (\$35) or the maximum permitted by law.

5. **Interest on Past-Due Balances.**

Past-due balances may accrue interest at one and one-half percent (1.5%) per month or the maximum rate allowed by law, whichever is less.

6. **Payment Allocation.**

TidyDog may apply payments received in any order it deems appropriate, including first to fees, costs, and interest.

7. **Refunds and Credits.**

Refunds or credits may be issued at TidyDog's sole discretion for verified billing errors, Service shortfalls, or customer-service resolutions. Nothing obligates TidyDog to issue a refund beyond what is expressly approved or required by law.

8. **Electronic Billing.**

Invoices, receipts, or reminders delivered electronically by email or text constitute valid notice of amounts due.

9. **Lien Rights.**

TidyDog may assert or record any statutory or common-law lien, including possessory liens, on Pets or property for unpaid charges, but any lien rights shall be exercised only to the extent permitted by applicable state law. TidyDog will not withhold return of any Pet as a collection measure.

10. **Collections and Enforcement.**

Failure or refusal to pay constitutes breach of this Agreement. TidyDog may suspend future Services, refer the account to collections, and report delinquency as permitted by law. Client is responsible for reasonable collection costs, agency fees, and legal expenses.

11. **Cross-Reference.**

Applicable cancellation and no-show fees under Article XI form part of this payment obligation.

12. **Governing Law.**

Collection and enforcement actions are governed by Article XVIII (Force Majeure and Governing Law).

Article XI – Scheduling, Cancellations, and Refunds

1. **Purpose.**

Scheduling policies preserve fairness and operational efficiency for all Clients and Pets.

2. **Scheduling and Reconfirmation.**

Appointments not reconfirmed within the timeframe requested by TidyDog may be released and treated as cancelled.

3. **Late Drop-Off.**

Arrivals more than ten (10) minutes after the scheduled start time may be modified, delayed, or cancelled. TidyDog may assess a late-arrival fee or treat the appointment as a No-Show.

4. **Late Pickup.**

Pets not collected within the posted pickup window may incur late-pickup fees. Repeated late pickups may require deposits or prepayment for future appointments.

5. **Cancellations – 24 Hours or More.**

Cancellations made at least twenty-four (24) hours in advance incur no fee.

6. **Cancellations – Less Than 24 Hours.**

Cancellations made less than twenty-four (24) hours before the appointment may incur a fee of up to one hundred percent (100%) of the quoted or applicable service rate.

7. **No-Shows.**

Failure to appear for a scheduled appointment without notice may result in a fee up to the full quoted service amount.

8. **Partial or Multi-Pet Cancellations.**

Cancellation of one or more Pets within a multi-Pet appointment follows the same notice and fee rules as a full cancellation.

9. **Property- or TidyDog-Initiated Cancellations.**

If TidyDog or a Property Partner cancels or postpones an appointment, Client's remedy is limited to refund, credit, or rescheduling at TidyDog's discretion.

10. **Force-Majeure Events.**

If operations are affected by weather, illness, or other Force-Majeure Event, Client's remedy is limited to credit, refund, or rescheduling at TidyDog's discretion.

11. **Deposits.**

All deposits are non-refundable except where TidyDog, in its discretion, issues a credit or refund. Repeated cancellations may trigger a prepayment requirement.

12. **Refunds and Credits.**

Refunds or credits may be issued at TidyDog's discretion, consistent with Article X (Payment and Collections).

13. **Partial Performance.**

If Services are partially performed, any refund or credit is limited to the unperformed portion only when interruption results from TidyDog's election, equipment failure, or conditions within its reasonable control. No refund or credit is due when Services are shortened, suspended, or terminated for safety, behavioral, health, weather, facility, or Client-related reasons.

14. Abandonment or Failure to Retrieve Pet.

If Client fails to retrieve the Pet by closing time and cannot be reached using the contact information on file, TidyDog may, at its discretion, (a) arrange temporary boarding or veterinary holding, or (b) surrender the Pet to a municipal authority or rescue partner, all at Client's expense. Nothing herein creates an obligation for overnight care. Client remains responsible for all related fees and costs.

15. Custody Disputes.

In the event of conflicting claims of ownership or custody, TidyDog may withhold release of the Pet pending proof of ownership, a court order, or instruction from law enforcement or animal-control authorities. TidyDog is not liable for delays or expenses arising from such withholding.

16. Gross-Negligence Carve-Out.

Nothing in this Article limits TidyDog's liability for its own gross negligence or willful misconduct where such limitation is prohibited by law.

17. Cross-Reference.

All fees and charges under this Article are enforceable payment obligations under Article X.

18. Good-Faith Standard.

TidyDog exercises discretionary rights under this Agreement in good faith and consistent with reasonable business practice, considering Client history, objective safety, and contemporaneous operational conditions.

Article XII – Photographs, Recordings, and Media Rights

1. License Grant.

Client grants TidyDog a perpetual, worldwide, non-exclusive, royalty-free license to photograph, record, reproduce, and otherwise depict the Pet for purposes of grooming documentation, staff training, education, marketing, advertising, and social-media use, including derivative or composite works.

2. Authority and Consent.

Client represents and warrants that they are the lawful owner or custodian of the Pet and possess full authority to grant this license.

3. Synthetic or Creative Content.

TidyDog may use illustrative, artistic, or computer-generated imagery in promotional materials. Any resemblance between such creative content and any identifiable Pet, person, or property is purely coincidental.

4. No Right of Review or Compensation.

Client waives any right to inspect, approve, or receive compensation for the use of such materials.

5. Revocation.

Client may revoke this license prospectively by written notice to TidyDog. Revocation does not require removal of materials previously used or published.

6. **Internal Use Exception.**

Notwithstanding revocation, TidyDog may retain and use images or recordings for internal business, safety, training, insurance, or legal purposes.

7. **Human Images.**

TidyDog does not intentionally publish identifiable images of Clients or minors without separate consent. Any incidental human images captured may be edited or removed upon reasonable request.

8. **Cross-Reference.**

All privacy and data-handling matters related to media fall under Article XIII (Data Privacy and Communications).

9. **Reservation of Statutory Rights.**

Nothing in this Article limits TidyDog's liability for its own gross negligence or willful misconduct where such limitation is prohibited by law.

Article XIII – Data Privacy and Communications

1. **Purpose and Scope.**

TidyDog collects and maintains Client Information for appointment scheduling, service records, communications, and compliance. This Article governs how that information is used and protected.

2. **Data Security.**

TidyDog maintains commercially reasonable administrative, technical, and physical safeguards to protect Client Information, consistent with prevailing data-security standards such as SOC 2 (Type II) and ISO/IEC 27001 or comparable frameworks.

3. **Use and Disclosure.**

Client Information may be used for scheduling, reminders, billing, and quality assurance. TidyDog may share such information with its Authorized Operators, Property Partners, insurers, or service vendors solely for legitimate business, safety, or regulatory purposes.

4. **Regulatory Cooperation.**

TidyDog may disclose Client Information to veterinarians, law enforcement, animal-control authorities, or insurance representatives as required or reasonably advisable for safety, compliance, or claim resolution.

5. **Consumer Communications.**

Client authorizes TidyDog to communicate by email, SMS, phone, or client portal regarding appointments, marketing, or updates. Clients may opt out of promotional messages at any time. Operational or safety-related communications are not subject to opt-out.

6. **Cross-Border Processing.**

Client acknowledges that information may be stored or processed on secure cloud servers located inside or outside the United States. Cross-border transfers comply with recognized adequacy or contractual-transfer mechanisms.

7. **State Privacy Compliance.**

Where applicable, TidyDog complies with state consumer-privacy laws, including the California Consumer Privacy Act (CCPA/CPRA) and comparable statutes in other jurisdictions.

8. **Breach Notification.**

In the event of a confirmed data breach affecting Client Information within TidyDog's direct control, TidyDog will provide notice in accordance with applicable law.

9. **Retention and Deletion.**

Records are retained for operational and legal purposes for at least six (6) years, after which they may be securely deleted or anonymized.

10. **No Sale of Data.**

TidyDog does not sell Client Information to third parties.

11. **Client Access Rights.**

Upon written request, TidyDog will provide Client a summary of personal information maintained, subject to verification and applicable law.

12. **Vendor Security Standards.**

Third-party vendors with access to Client Information must maintain security practices consistent with SOC 2 (Type II), ISO/IEC 27001, or equivalent controls.

13. **Consumer Protection Statement.**

Nothing in this Article waives rights that cannot be waived under mandatory consumer-protection or privacy law.

14. **Reservation of Statutory Rights.**

Nothing in this Article limits TidyDog's liability for its own gross negligence or willful misconduct where such limitation is prohibited by law.

Article XIV – Insurance, Indemnity, and Vendor Standards

1. **Insurance Coverage.**

TidyDog maintains commercial general liability, professional liability, and animal-bailee coverage in amounts customary for its industry. Certificates of insurance are available to Clients or Property Partners upon written request for informational purposes only.

2. **Client Insurance Recommendation.**

Client is encouraged to maintain homeowners', renters', or pet-insurance coverage sufficient to protect against losses not assumed by TidyDog under this Agreement.

3. **Indemnification Cross-Reference.**

All indemnification obligations of either party are as set forth exclusively in Article XVII (Indemnification and Risk Allocation). Nothing in this Article creates additional or independent indemnity duties.

4. **Insurance Disclosure.**

Upon reasonable written request, TidyDog will provide evidence of current insurance maintained in

connection with its operations. Such disclosure does not create or expand any duty beyond that expressly stated in this Agreement.

5. Insurer Coordination.

TidyDog will cooperate reasonably with Client's insurer and may accept defense under reservation of rights. Nothing herein obligates Client's insurer to accept such defense.

Article XV – Dispute Resolution and Arbitration

1. Informal Resolution.

Before commencing any formal proceeding, either party shall provide written notice of the dispute and engage in good-faith efforts to resolve it informally. The receiving party shall acknowledge the notice within ten (10) business days.

2. Mediation Requirement.

If the dispute is not resolved within ten (10) business days after acknowledgment, the parties shall participate in non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). Mediation shall occur virtually unless both parties agree otherwise, with costs shared equally. Failure of either party to participate in mediation within forty-five (45) days after notice permits the other to proceed directly to arbitration.

3. Arbitration.

All disputes arising from or relating to this Agreement, the Services, or any transaction between the parties shall be finally resolved by binding arbitration administered by the AAA under its Consumer Arbitration Rules and governed by the Federal Arbitration Act. Arbitration shall take place in Davidson County, Tennessee, or by remote video hearing at TidyDog's reasonable election. Judgment on the award may be entered in any court of competent jurisdiction.

4. Arbitration Scope.

Arbitration shall include all disputes between Client and TidyDog or any Authorized Operator, including statutory, tort, contract, and equitable claims. The arbitrator shall have authority to grant all remedies otherwise available in court except injunctive relief inconsistent with this Agreement.

5. Class and Collective Waiver.

The parties waive any right to participate in class, collective, or representative actions except where such waiver is prohibited by law.

6. Fees and Costs.

Each party shall bear its own attorneys' fees and costs except as provided in Article XX (Attorney's Fees and Miscellaneous Provisions). Filing fees shall be advanced by the initiating party subject to potential allocation in the award.

7. Confidentiality of Proceedings.

All mediation and arbitration proceedings are confidential. Information disclosed during those processes shall not be used outside the dispute except as required by law or insurer reporting.

8. **Live-Dispute Confidentiality and Liquidated Damages.**

A party who discloses non-public dispute materials or confidential communications in violation of this Article agrees to pay the other party liquidated damages of two thousand five hundred dollars (\$2,500) (which the parties agree is a reasonable pre-estimate of likely harm and not a penalty) as a reasonable pre-estimate of damages that are difficult to quantify. Aggregate liquidated damages under this Article and Article XVI shall not exceed ten thousand dollars (\$10,000) in any twelve-month period.

9. **Governing Law.**

This Article is governed by the Federal Arbitration Act and Tennessee law. If any portion is held unenforceable, the remainder shall continue in effect to the maximum extent permitted by law.

Article XVI – Confidentiality and Public Statements

1. **Scope.**

This Article governs confidentiality of client information, operational data, and dispute-related communications not otherwise covered by Article XIII (Data Privacy).

2. **Operational Confidentiality.**

All pricing, service protocols, and operational procedures constitute confidential business information of TidyDog. Client shall not disclose such information to competitors or use it for commercial purposes.

3. **Mutual Confidentiality.**

Each party shall treat non-public information received from the other as confidential and use it solely for purposes of performing or administering this Agreement.

4. **Public Statements.**

Neither party shall make false, defamatory, or misleading public statements regarding the other. This clause does not restrict lawful consumer feedback under applicable law or limit statements made in good-faith legal or insurance proceedings.

5. **Business Records.**

Records, videos, or photographs produced in the course of Services may be shared only as permitted by Articles IV, VII, and XII, or as required by law, insurer, or subpoena.

6. **Confidentiality of Settlement.**

Settlement discussions, mediation statements, and arbitration communications are confidential and inadmissible in any later proceeding except as necessary to enforce an award.

7. **Liquidated Damages for Breach of Confidentiality.**

Unauthorized disclosure of settlement, mediation, or arbitration communications shall constitute a material breach, entitling the non-breaching party to liquidated damages of two thousand dollars (\$2,000) as a reasonable pre-estimate of damages that are difficult to quantify. Aggregate liquidated damages recoverable under Articles XV and XVI shall not exceed ten thousand dollars (\$10,000) in any twelve-month period.

8. **Reservation of Statutory Rights.**

Nothing in this Article limits TidyDog's liability for its own gross negligence or willful misconduct where such limitation is prohibited by law.

Article XVII – Indemnification and Risk Allocation

1. **Client Indemnity.**

Except where caused by TidyDog's gross negligence or willful misconduct, Client shall indemnify and hold harmless TidyDog, its Authorized Operators, affiliates, officers, employees, contractors, and Property Partners from and against any and all claims, demands, damages, losses, liabilities, costs, or expenses, including reasonable attorneys' fees, arising out of or to the extent caused by (a) Client's acts or omissions, or (b) the Pet's behavior, health, or condition.

2. **TidyDog Indemnity.**

TidyDog shall indemnify and hold harmless Client from losses or damages directly resulting from TidyDog's gross negligence or willful misconduct in performing the Services.

3. **Third-Party Claims.**

Each indemnity extends to third-party claims including personal injury, property damage, and governmental penalties but excludes consequential or punitive damages except as otherwise required by law.

4. **Defense and Tender.**

The indemnified party shall promptly notify the indemnifying party of any claim and permit it to assume defense or settlement. Failure to provide prompt notice does not relieve the indemnifying party unless prejudiced thereby.

5. **Settlement Limitation.**

Neither party shall settle any claim without the other's written consent if the settlement (a) imposes a material obligation on the other party, or (b) includes an admission of fault. Consent shall not be unreasonably withheld.

6. **Insurance Coordination.**

TidyDog will cooperate reasonably with Client's insurer and may accept defense under reservation of rights. Nothing in this Agreement obligates Client's insurer to assume such defense.

7. **Comparative Fault.** If a loss results from the combined fault of both parties, liability shall be apportioned according to comparative-fault principles under applicable law.

8. **Survival.**

All indemnification obligations survive termination or expiration of this Agreement.

9. **Reservation of Statutory Rights.**

Nothing in this Article limits TidyDog's liability for its own gross negligence or willful misconduct where such limitation is prohibited by law.

Article XVIII – Force Majeure and Governing Law

1. **Definition.**

A “Force Majeure Event” means any circumstance beyond a party’s reasonable control that prevents or delays performance, including acts of God, fire, flood, earthquake, weather event, power outage, epidemic, government action, labor dispute, war, terrorism, civil disorder, or failure of utilities or transportation networks.

2. **Suspension of Performance.**

If a Force Majeure Event prevents or delays TidyDog’s performance, its obligations are suspended for the duration of the event. Fees for partially performed Services shall be due in proportion to the work completed as of the suspension date.

3. **Extended Impossibility.**

If performance remains impossible for thirty (30) consecutive days, either party may terminate the affected appointment or engagement without further liability, except for fees owed for Services already rendered.

4. **Emergency Evacuation.**

In the event of fire, natural disaster, or other emergency requiring evacuation, TidyDog is authorized to make reasonable efforts to safeguard and, if feasible, transport affected Pets to temporary shelter.

Human safety shall take priority in all such situations. Client remains responsible for related costs and acknowledges that complete evacuation of all Pets may not always be possible.

5. **Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to conflicts of law principles, and by the Federal Arbitration Act with respect to arbitration enforcement.

6. **Venue for Non-Arbitrable Matters.**

Any dispute not subject to arbitration shall be heard exclusively in the state or federal courts located in Davidson County, Tennessee, and the parties consent to personal jurisdiction and venue therein.

7. **Reservation of Statutory Rights.**

Nothing in this Article limits TidyDog’s liability for its own gross negligence or willful misconduct where such limitation is prohibited by law.

Article XIX – Multi-State Conformity and Update Mechanics

1. **Governing Law Anchor.**

Tennessee law governs interpretation and enforcement of this Agreement, and the Federal Arbitration Act governs arbitration procedure and enforcement.

2. **Conformity to Local Law.**

If any provision conflicts with a mandatory, non-waivable law of the state where Services are performed, that provision shall be modified to the minimum extent necessary for validity, and the remainder shall remain in full force and effect.

3. **Severability Cascade.**

If any term is held invalid or unenforceable, it shall be reformed, substituted, or, if necessary, severed without affecting the validity of the remainder.

4. **State Appendix Reference.**

Schedule G lists clarifications for specific states; using Services in those states automatically incorporates those terms.

5. **Regulatory Adaptation.**

TidyDog may implement immediate amendments as required by changes in law, regulation, or insurer directive, effective upon notice.

6. **Notice of Updates.**

TidyDog may amend this Agreement by providing notice via email, SMS, client-portal posting, or other customary electronic means at least ten (10) days before the effective date. Notice will include a summary of material changes. Because each Appointment confirmation includes a link to the then-current Client Service Agreement, Client is deemed to receive constructive notice of any update at the time of each subsequent booking. Formal advance notice under this Section applies only to material changes affecting dispute resolution, liability allocation, or Client payment obligations. If Client elects not to provide an email address or disables email communication, Client acknowledges and agrees that notice of updates will be deemed provided through posting of the current Agreement at tidydog.pet/customer-service-agreement and through the inclusion of the CSA reference in appointment confirmations and related SMS communications. Client bears the responsibility to review the then-current Agreement before each appointment. Continued scheduling or receipt of Services constitutes acceptance of the current Agreement.

7. **Client Duty to Update Contact Information.**

Client is responsible for maintaining accurate contact details with TidyDog; failure to do so does not invalidate notice or acceptance.

8. **Acceptance and Prospectivity.**

Continued use of Services after the effective date constitutes acceptance of amended terms. Updates apply prospectively only.

9. **Version Control.**

Each version is identified by effective date and digital hash. Archived digital copies are retained for at least six (6) years and control over any printed or cached version.

10. **Reservation of Statutory Rights.**

Nothing in this Article limits TidyDog's liability for its own gross negligence or willful misconduct where such limitation is prohibited by law.

Article XX – Miscellaneous Provisions

1. **Integration.**

This Agreement, including all incorporated Schedules, constitutes the entire understanding between

the parties and supersedes all prior agreements, communications, or representations regarding the subject matter hereof.

2. **Assignment.**

TidyDog may assign this Agreement to its affiliates or successors without notice. Client may not assign or transfer this Agreement or any rights hereunder without TidyDog's prior written consent. Any prohibited assignment is void.

3. **Severability and Reformation.**

If any provision of this Agreement is held invalid or unenforceable, it shall be reformed to the minimum extent necessary to remain enforceable, and the remainder shall continue in effect.

4. **Notices.**

Electronic notice to the most recent email address on file constitutes valid notice under this Agreement. Physical delivery is not required.

5. **Electronic Signatures.**

Electronic acceptance, click-through assent, or digital signature constitutes a legally binding execution under the Electronic Signatures in Global and National Commerce Act (E-SIGN) and the Uniform Electronic Transactions Act (UETA).

6. **Claim Limitation Period.**

All claims must be initiated within one (1) year after the event giving rise to the claim unless a longer period is required by law.

7. **Neutral Construction.**

Each party had the opportunity to review this Agreement and it shall be construed neutrally, without presumption against the drafter.

8. **Attorney's Fees.**

The prevailing party in any arbitration or enforcement proceeding shall be entitled to recover reasonable attorneys' fees and costs as determined by the arbitrator or court. Each party's right to attorney's-fee recovery is mutual and subject to reasonableness under applicable law.

9. **No Third-Party Beneficiaries.**

No person other than the parties and Authorized Operators expressly named herein has any rights or remedies under this Agreement.

10. **Headings.**

Section and article headings are for convenience only and shall not affect interpretation.

11. **Survival.**

All provisions relating to limitation of liability, indemnification, dispute resolution, evidentiary control, and other provisions which by their nature should survive, shall survive termination or expiration of this Agreement.

12. **Reservation of Statutory Rights.**

Nothing in this Article limits TidyDog's liability for its own gross negligence or willful misconduct where such limitation is prohibited by law.

Article XXI – Acknowledgment and Acceptance

1. **Acknowledgment of Key Terms.**

Client acknowledges review and understanding of all provisions concerning limitation of liability, arbitration, confidentiality, attorney's fees, indemnity, and update mechanics. Client agrees that these terms are reasonable and essential to TidyDog's provision of Services.

2. **Acceptance by Signature or Electronic Assent.**

Client's signature, electronic acceptance, or confirmation through TidyDog's scheduling platform constitutes consent to this Agreement and to all Services performed under the TidyDog brand, whether at salon locations or on-property events.

3. **Continuing Consent.**

This Agreement applies to all current and future Appointments or Encounters unless replaced by a subsequent version communicated pursuant to Article XIX.

4. **Version Identification.**

Each executed version is identified by effective date and version hash for recordkeeping integrity. In the event of discrepancy, TidyDog's archived digital copy shall control.

5. **Reservation of Statutory Rights.**

Nothing in this Article limits TidyDog's liability for its own gross negligence or willful misconduct where such limitation is prohibited by law.

Article XXII – Schedule G: State Law Conformity Appendix

1. **Purpose.**

This Schedule supplements Article XIX to ensure compliance with certain state-specific consumer-protection or arbitration laws. Where any term conflicts with mandatory law of the state where Services are performed, that law controls only to the minimum extent required.

2. **Tennessee.**

Tennessee law governs interpretation and enforcement of this Agreement, and the Federal Arbitration Act governs arbitration procedure.

3. **Texas.**

Waiver of gross negligence is unenforceable. Arbitration governed by the Texas Arbitration Act unless preempted by the FAA.

4. **California.**

No class-action waiver applies to claims where such waiver is prohibited by law. Limitation of liability applies except for willful misconduct.

5. **New York.**

Limitation of liability does not apply to gross negligence under N.Y. Gen. Oblig. Law § 5-322.1.

6. **Illinois.**

Limitation of liability is enforceable except as to willful or wanton misconduct under 810 ILCS 5/2-719.

7. **Florida.**

For consumer Services performed in Florida, arbitration may be conducted under the Florida Arbitration Code if not preempted by the FAA.

8. **Washington.**

Limitation of liability and arbitration provisions are subject to the Washington Consumer Protection Act, which may render unconscionable terms unenforceable.

9. **Colorado.**

TidyDog shall not assert possessory liens on live animals except as permitted by statute.

10. **General Statement.**

References to state law in this Schedule do not expand Client rights beyond those required by applicable law.

Article XXIII – Execution and Counterparts

1. **Execution.**

This Agreement may be executed in one or more counterparts, each of which is deemed an original but all of which together constitute one instrument. Signatures transmitted electronically or by digital authentication are valid and enforceable as originals.

2. **Client Representation.**

The individual executing this Agreement on behalf of Client represents that they are the lawful owner or custodian of the Pet and have full authority to bind any co-owners or household members with respect to the Services.

3. **Authority of Signer.**

If the signer executes this Agreement on behalf of a business entity, association, or property, such signer represents that they have full power and authority to bind that entity.

4. **Counterpart Delivery.**

Executed copies may be delivered by email, electronic acceptance, or any digital platform maintained by TidyDog. Delivery is effective upon transmission.

5. **Binding Effect.**

This Agreement binds and benefits the parties and their permitted successors and assigns.

6. **Effective Date.**

This Agreement becomes effective upon Client's execution or first use of TidyDog's Services following presentation of these terms.

7. **Reservation of Statutory Rights.**

Nothing in this Article limits TidyDog's liability for its own gross negligence or willful misconduct where such limitation is prohibited by law.