

## SERVICE AGREEMENT

This Service Agreement (“Agreement”) is made as of this day between **Synergy Animal Behavior® LLC (“Synergy”)** and / (“Client”) (collectively “Parties”). The Parties agree as follows:

### A. Client Representations and Obligations

The Client represents and warrants that the Client is the owner of the companion animal or animals (“Animal(s)”) listed on the Synergy History Form (“History Form”), which is incorporated into this Agreement. The Client has full and complete authority to sign this Agreement and to make all decisions for the Animal(s).

The Client represents and warrants that the Animal(s) are current on all immunizations and vaccinations, including but not limited to rabies, and the Client has provided Synergy with a copy of the rabies vaccination certificate, vaccination records and any other relevant medical records for the Animals. Additionally, the Client represents and warrants that the Animal(s) are free of any diseases contagious to animals and/or persons, and the Client will inform Synergy immediately if the health status of the Animal(s) changes.

The Client represents and warrants that the Client has completed a History Form for each Animal in the Client’s household to be discussed with Synergy, and that the information on the History Form(s) is complete, true, and accurate. The Client agrees to keep all information on the Animal(s) current and to inform Synergy immediately if the Client becomes aware of any new information or any inaccuracy in any of the information the Client has provided to Synergy.

The Client agrees to review and abide by all materials and written and oral instructions given by Synergy. If the Client believes that the Client is unable to abide by any of Synergy’s materials or instructions, the Client will immediately notify Synergy so that Synergy may provide alternatives to the Client if available. The Client additionally agrees to take all steps to ensure that all individuals coming into contact with the Animal(s) will likewise review and adhere to Synergy’s materials and written and oral instructions. The Client acknowledges that any failure to comply by Synergy’s instructions may increase the risk of injury or damage to or by the Animal(s) and to other persons, animals or property.

The Client consents to Synergy taking photos and video recordings during the course of Synergy’s assessment, evaluation, training, remediation and/or treatment of the Animal(s), for the sole purposes of education and/or advancing the science of animal behavior. Synergy will use reasonable efforts to protect the identity of the Client and the Animal to the extent possible. The Client agrees that all photos and video recordings will be the sole property of Synergy.

The Client consents to Synergy disclosing information and documents about the Animal and Synergy’s services under this Agreement to the Client’s veterinarian. If the Client or Synergy believes it would be useful to share records or information with other parties (pet sitter, breeders, groomers, trainers, etc.), Synergy and the Client will discuss and agree to this in advance of sharing the information.

The Client agrees to pay for the services provided by Synergy consistent with the fees and charges listed in Exhibit A to this Agreement, with payment due at the time of the initial consultation. The Client agrees to pay a late fee of \$10 if the Client fails to pay in a timely fashion and a \$35 charge for returned checks. The Client understands that their Visit Summary and any supporting documents or media may be withheld until payment is received.

### B. Synergy Obligations

Synergy will provide a behavioral assessment or evaluation for the Animal(s), and will develop and provide the Client and the veterinarian with an appropriate training, remediation, management, and/or treatment recommendation for the Animal(s). Synergy agrees to provide its services in a reliable, ethical, and caring manner.

Synergy will make every reasonable effort to address the behavior issues of the Animal(s), but Synergy cannot and does not promise to “solve” or “cure” the behavior issues of the Animal(s) as there are many factors outside of Synergy’s control that may affect the behavior of the Animal(s). Synergy cannot and does not make any guaranties of performance, and Synergy makes absolutely no warranties or representations regarding the



outcome.

### **C. Waivers, Disclaimers, Limits of Liability and Indemnification**

The Client understands and agrees that the Client is 100% liable - legally, financially and morally - for the Animal(s) and the actions of the Animal(s) at all times, and the Client assumes all risks related to the Animal(s).

To the fullest extent allowed by law, the Client, on behalf of the Client and the Client's heirs, representatives and assigns, waives and releases Synergy and its managers, members, employees, agents and assigns ("Covered Parties") from all liability, damage, injury, loss, or claim that relates to this Agreement and the Animal(s) ("Covered Claims").

To the fullest extent allowed by law, the Client, on behalf of the Client and the Client's heirs, representatives and assigns, agrees to hold Synergy and all Covered Parties harmless for any Covered Claim, including Covered Claims asserted by any third parties, and to indemnify Synergy and all Covered Parties for any Covered Claims by any third parties, including but not limited to Synergy's and the Covered Parties' attorney's fees, expert witness fees, and costs.

### **D. Termination of this Agreement**

Synergy reserves the right, in its sole discretion, to terminate this Agreement. If Synergy exercises its discretion to terminate the Agreement, Synergy will send the Client notification of the termination in writing.

The Client may terminate this Agreement with notice to Synergy, but Synergy must confirm for the notice to be effective. In the event that the Client terminates the agreement after Synergy has already performed services under this Agreement, Synergy reserves the right to charge the Client a reasonable rate for the services performed up to the date of termination.

The Parties' obligations in this Agreement, including but not limited to the consent to use media in Section A and those provisions in Section C related to waivers, disclaimers, limits of liability and indemnification, survive termination of this Agreement.

### **E. Miscellaneous Provisions**

1. Enforceability and Modification: This Agreement contains the entire Agreement between the Parties, and it may be changed only in writing signed by the Parties. The Agreement may be executed in counterparts, and faxed, scanned or electronic copies shall be deemed an original. Throughout this Agreement, the singular includes the plural and vice versa. To the extent any provision in this Agreement is deemed to be unenforceable, the remaining provisions shall remain in full force and effect.

2. Notice: All notices to the Parties shall be sent to the contact information listed below the signature of the party at the end of this Agreement, or to any other address or email address provided by the party during the course of this Agreement.

3. Applicable law, jurisdiction, and remedies: This Agreement shall be governed by the laws of the State of Tennessee, without regard to where the Agreement is signed. In the event of a dispute, Synergy and the Client agree to submit to the jurisdiction of the courts of the State of Tennessee, and to litigate in a court of competent jurisdiction in or for Shelby County, Tennessee. In the event of litigation, the substantially prevailing party shall be entitled to recover reasonable attorney's fees, expert witness fees, and costs from the other party. The Parties may agree to resolving any dispute through arbitration or mediation, and such a resolution is encouraged.

### **Exhibit A**

#### **Fees and Charge under this Agreement**

PHONE CHAT TO SEE IF OUR SERVICES ARE RIGHT FOR YOU - up to 15 minutes - No Charge

INITIAL ASSESSMENT FOR TWO OR MORE PETS - ~120 minutes - \$350.00

INITIAL ASSESSMENT FOR ONE PET OR EXTENDED FOLLOW UP CONSULTATION - ~90 minutes - \$262.50



FOLLOW UP SESSION - ~60 minutes - \$175.00

TRAINING SESSION ONLY - ~30 minutes - \$87.50

DISCOUNT CODES (RESCUE, SENIOR, MILITARY) - 10%

TRAVEL CHARGES - Round trip - \$50.00/hour

(Exact amount to be determined after your address is known; you can estimate by adding 5 miles to the distance between your home and 9947 Wolf River Blvd, Germantown, TN 38139.)

**FOR VETERINARY TEAMS, PET PROFESSIONALS, & ANIMAL WELFARE ORGANIZATIONS, please contact us to discuss your needs.**

## Pet Information

### Pet 1

Name:

Breed & Color:

Age:

Sex & Spay/Neuter Status:

### Pet 2

Name:

Breed & Color:

Age:

Sex & Spay/Neuter Status:

### Pet 3

Name:

Breed & Color:

Age:

Sex & Spay/Neuter Status:

### Pet 4

Name:

Breed & Color:

Age:

Sex & Spay/Neuter Status:

### Pet 5

Name:

Breed & Color:

Age:

Sex & Spay/Neuter Status:

## Synergy

**SYNERGY ANIMAL BEHAVIOR® LLC**

By: **Jennie Lane, Member/Manager**

Email: **[jennie@synergyanimalbehavior.com](mailto:jennie@synergyanimalbehavior.com)**

Phone: **530-304-5428**

Address: **PO Box 38368, Germantown, TN 38183**

## Client(s)

Name:

Email:



Phone:  
Address:

Name:  
Email:  
Phone:  
Address:

**By signing below, the Parties indicate that they have reviewed this Agreement and agree to be bound by its terms.**

X

X



Signed By Jennie Lane  
Signed On: January 2, 2023

# Signature Certificate

Document name: SERVICE AGREEMENT

Unique Document ID: FD8A354855613A39047BD08ABD5F72034E453358

LEGALLY SIGNED USING  
**WP**signature  
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## Timestamp

May 20, 2019 9:28 am CST

July 15, 2019 8:23 pm CST

July 18, 2019 3:40 pm CST

## Audit

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This audit trail report provides a detailed record of the online activity and events recorded for this contract.

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