**Customer Information:**

**Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Telephone Number:\_\_\_\_\_\_\_\_\_\_**

**Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Customer Agreement**

This Customer Agreement ("Agreement") is entered into by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_ d/b/a Cooper’s Scoopers, a pet waste management service provider ("Cooper’s Scoopers," "we," or "us"), and the reference customer ("Customer," "you," or "your"). By signing below, you agree to the following terms and conditions:

1. **Services.** We provide professional pet waste removal services for residential and commercial properties, including collecting, removing, and properly disposing of pet waste from your property (“Services”). Our services are provided per the schedule agreed upon when you began services and as may be modified from time to time.
2. **Service Schedule.** Services will be provided on a scheduled basis (e.g., weekly, bi-weekly, monthly) as mutually agreed upon. We reserve the right to adjust the schedule in cases of holidays, inclement weather, or unforeseen circumstances and will notify you in advance of any such changes. A rescheduling fee may apply if an appointment is missed due to circumstances within your control (e.g., locked gates, restricted access).
3. **Access to Property and Pet Safety**. You agree to grant us, employees, and agents access to the designated areas of your property, including your backyard or other pet areas, to provide the services. You must ensure that gates and fences are properly secured to allow our personnel access.

If pets are present on your property, you must notify us before service. You are responsible for ensuring that pets are friendly, known to us and our employees or agents, and will not threaten our personnel's safety. If a pet is unfamiliar or is considered aggressive, you agree to secure the pet indoors or away from the area where services will be performed during the service period. We reserve the right to refuse service if a pet is deemed a safety risk or if proper notice is not given and charge a rescheduling fee.

1. **Payment Terms.** All services must be paid in advance or according to the agreed-upon payment schedule. We will issue invoices, and payment is due on the first day of each service period. Failure to pay within 10 days of the due date may result in a late fee and service suspension. Continued non-payment may lead to the termination of services. You agree to pay any collection costs incurred, including reasonable attorney's fees, filing fees, and court fees.
2. **Late Fee.** You agree to pay a late fee of \_\_\_\_\_\_ per month, or the maximum amount permitted by law, whichever is less, on past due monies owed to us. A $\_\_\_\_\_\_ fee, or the maximum amount permitted by law, will be assessed on all returned payments and charged back credit card invoices.
3. **Customer Responsibilities**. To ensure the safe and effective provision of services, you agree to:
* Maintain a clear and accessible path to the areas where service will be provided, including securing pets inside the home or another area away from the service zone.
* Inform Cooper’s Scoopers of any hazards (e.g., aggressive animals, holes, sharp objects) that may pose a risk to our personnel, vehicles, or equipment.
* Notify us of any special instructions or preferences for service, including any requests regarding your pet’s proximity or any special care needed for specific areas.
* Ensure the property is accessible at the time of service. You will be billed for the missed service if access is not provided.
1. **Media Release.** You grant us the right to take photographs and/or video (“Images”) of your pet and the outside of your residence and to use the Images for promotional purposes, including social media, websites, and printed materials. We shall retain the exclusive rightsand copyright to the Image. You agree that you have no right to any benefit derived from our use of the Images. If you do not want us to take Images, please notify us in writing.
2. **Termination of Services.** Either party may terminate this Agreement with 30 days’ written notice. If you terminate services before a pre-paid period ends, no refund will be provided. We reserve the right to immediately terminate this Agreement if services cannot be rendered due to unresolvable access issues, failure to maintain safety conditions, or non-payment.
3. **Third Party Beneficiary.** Our franchisor, Coopers Scoopers LLC (“Franchisor”), is an intended third-party beneficiary of this Agreement with the independent right to enforce its terms.
4. **Indemnification.** You agree to indemnify and hold harmless us, Franchisor, and their respective affiliates, parents, officers, members, employees, and agents (“Cooper’s Scoopers Indemnified Parties) from and against any loss, damages, liability, or expense (including without limitation, attorneys’ fees), whether or not involving a claim by a third party, arising out of related to your use of the services unless caused by our gross or will misconduct.
5. **Limitation of Liability.** We shall not be liable for damages to your property, landscaping, structures, or any items in the service area unless caused by our negligent or intentional actions. And in no event shall we be responsible for any pre-existing conditions or damage to your property before service initiation.

EXCEPT AS STATED IN THIS AGREEMENT,THE COOPERS SCOOPERS INDEMNIFIED PARTIES ARE NOT LIABLE TO YOU FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES THAT IN ANY WAY ARISE OUT OF OR RELATES TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF RELIEF, WHETHER OR NOT WE HAVE BEEN ADVISED TO THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF ANY CLAIM OR FINDING THAT A REMEDY UNDER THIS AGREEMENT SUFFERS A FAILURE OF ITS ESSENTIAL PURPOSE, AND IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY AMOUNT IN EXCESS OF THE AMOUNT OF SERVICE FEES PAID BY YOU TO US IN THE LAST 6 MONTHS. ANY CLAIM THAT RELATES TO OR ARISES FROM THIS AGREEMENT MUST BE MADE WITHIN ONE (1) YEAR OF THE INCIDENT TO WHICH IT RELATES OR FOREVER BE BARRED.

1. **Force Majeure.** Except for any payment obligations, neither party shall be deemed in default or otherwise liable to the extent performance is rendered impossible by accident, act of God, or any government ordinance, law or order, or any other similar cause beyond such party's reasonable control. The non-performing party will give prompt notice to the other party of such delay and will use its best efforts to complete performance within a reasonable time frame of the delayed act.
2. **Governing Law/Venue.** This Agreement and any disputes arising out of or related to it or the parties' dealings ("Claims") will be governed by the law of \_\_\_\_\_\_\_\_\_\_\_\_ (excluding its conflict of law provisions). The parties also agree to bring any Claims solely in the state and federal courts in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
3. **Mediation and Arbitration.** Before you may bring any Claim against us in court, you agree to try for 60 days to mediate such claim before a mutually agreed mediator in the city or county where our headquarters are located. If we cannot mutually agree on a mediator, you and we agree to use the mediation services of the American Arbitration Association (“AAA”) and split any AAA and mediator fees equally.

If mediation is unsuccessful and you decide to pursue a legal claim against us, you agree to bring such claim solely in binding arbitration conducted in the city or county where our principal office is located, per the Commercial Arbitration Rules of the American Arbitration Association, then in effect. A single arbitrator will hold the proceedings. The decision of the arbitrator will be final and binding upon the parties. Judgment upon the award rendered by the arbitrator may be entered in any court having personal and subject matter jurisdiction. If we are the prevailing party in any arbitration proceeding, we shall be entitled to recover all reasonable costs and attorney’s fees.

1. **Jury Waiver**. In any trial between any parties regarding any Claims, the parties agree to waive their rights to a jury trial and instead have such action tried by a judge.
2. **Binding Effect, Assignability.** This Agreement will be binding on and inure to the benefit of the parties and their respective successors and assigns. You may not assign your rights, duties, and obligations under this Agreement without our written permission. We may assign all rights and obligations under this Agreement without your consent.
3. **Entire Agreement, Modification, Waiver.** This Agreement shall constitute the entire agreement between the parties concerning the subject matter of this Agreement. Any modification must be in writing and signed by both parties. No waiver by any party of any provision or breach of this Agreement shall be deemed a waiver of any other provision or breach.

CLIENT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_