Happy Tails Pet Detective Agency



## LETTER OF AGREEMENT

## Happy Tails Pet Detective Agency

## Please review this <u>Letter of Agreement</u>, sign it and provide the completed document to our Pet Detective on call. A copy will be provided to you for signature.

Date\_\_\_\_\_ Pet Name\_

THERE ARE RISKS INVOLVED IN PARTICIPATING IN A SEARCH. I understand that participating in and observing search and rescue work for lost pets involves certain risks, included but not limited to, physical contact with animals, extreme weather, dangerous terrain, and other conditions. These risks also include, but are not limited to, injury, death, animal bites and scratches. If I accompany Pet Detective or its owners, agents, or volunteers on the search, I assume any and all risks involved, whether or not they have been explained to me. I agree to comply with all laws and local ordinances (including laws against trespassing) during the search and take full responsibility for my failure to do so. In addition, I agree to take full responsibility for myself, my family or individuals I may ask to voluntarily assist in the search for my pet.

Happy Tails Pet Detective Agency **IS NOT LIABLE.** I agree to indemnify, defend and hold Happy Tails Pet Detective Agency and its owners, agents, volunteers, employees and heirs harmless from any claims by myself or third parties arising out of, or related to, the search for my pet, except for claims based on the intentional or reckless conduct of Happy Tails Pet Detective Agency. I hereby release Happy Tails Pet Detective Agency, its owners, agents, volunteers, heirs and employees from any liability whatsoever, whether my pet is or is not located. I waive the rights, benefits, and protection afforded by **any Irish law** which provides: that is a general release does not extend to claims which a person does not know or suspect to exist in his favour at the time or executing the release, which if known by him might have materially affected such release or any such law that is similar.

I AM LIABLE FOR VET BILLS WITHIN REASON. If the Happy Tails Pet Detective Agency Search Dogs should become injured during the search for my pet, I agree to help pay veterinary bills related to such injury (not to exceed Euro 400.00). Note: Happy Tails Pet Detective Agency dogs have never been injured on a search. The dog has hundreds of hours of training and they are a source of income. If Client is along on the search, Client understands they will need to direct traffic away from the dogs. Client understands it is their responsibility to look out for loose dogs and immediately notify K9 Handler if loose dogs are seen. Happy Tails Pet Detective Agency will not search in brush or any areas where hunters or traps may be present and will be not be blazing any new trails. Happy Tails Pet Detective Agency dogs will not be trailing on motorways or roads with no sidewalks where there is high traffic volume.

**I AM LIABLE IF I DAMAGE OR LOSE EQUIPMENT**. I understand that if I damage or lose any equipment provided for use by Happy Tails Pet Detective Agency I will be responsible for paying for replacement of said equipment. This includes, but is not limited to: traps, two-way radios, amplified listening devices, monitors, shipping, broker fees and taxes

I MAY RISK SAFE RETURN OF MY PET BECAUSE OF MY LACK OF ACTION. I understand that Happy Tails Pet Detective Agency provides services, advice and expertise. I am solely responsible for following the advice of Happy Tails Pet Detective Agency. If I decide to ignore or discount any advice I acknowledge that I might be risking the safe return of my pet. Happy Tails Pet Detective Agency can not accept responsibility for my lack of action. I understand that it requires commitment and work on my part to get my pet back safely. I may be required to be present for some of the search time. This may require that I change my schedule or take time off from work.

**OBTAINING PERMISSION IS MY RESPONSIBILITY**. I understand there are trespassing laws. When searching for a lost cat, I understand that it is my responsibility to obtain neighbour's permission to enter their property depending on where the Search Dogs lead. This includes, but is not limited to: yards, sheds, basements, garages, empty lots, construction sites, etc. This is imperative and may mean the difference in finding my missing cat or other pet. I am also responsible for obtaining permission to enter private property when searching for a lost dog if the Search Dogs should take me through private property.

**USE OF PHOTOGRAPHS, NAME, VOICE, LIKENESS & STORY**. I understand that if Happy Tails Pet Detective assists in finding my missing pet, a photograph, likeness, voice, or name of pet and myself along with my pet's story may be posted online, in news media, books, movies or in other informational or marketing material.

**SEARCH DOG HANDLER DETERMINES SEARCH PARAMETERS.** I understand that working a search area with a Search Dog is not an exact science, and the pattern, duration and sequence of the search will vary depending on each search situation. If I have any suggestions, questions or concerns I will immediately discuss these with the K9 Handler. Final decisions about search pattern, duration and sequence are up to the sole discretion of the K9 Handler. I will not interfere with the direction the Search Dog is taking at any time. \_\_\_\_\_ initial

Pet owners, their families and supporters are encouraged to participate in the search; however they must not interfere with the process or any members of our team to include both canine and handlers. Participants understand that they may be asked to leave the area at any time upon the request of the handler.

Happy Tails Pet Detective will work with other professionals involved in the search for missing pet (such as pet psychics, other pet professionals, etc.). Happy Tails Pet Detective may take the information and incorporate it into the investigation or may not and reserves the right to decide upon which actions and information Pet Detective will use. Pet Detective will always be in charge of the investigation and decision making process. Pet owners or their supporters who may feel that it is necessary for them to lead or guide the investigation should consider the above statement. It is irrevocable and should Happy Tails Pet Detective Agency experience excessive interference and find it necessary to discontinue services, Happy Tails Pet Detective Agency will be entitled to full fees as per the contract.

I acknowledge that I have read this Letter of Agreement & Release of Liability, and I understand and agree to all of its terms. This release supersedes any other agreements or promises made to me by anyone, whether oral or written, and can only be modified in writing by an authorized representative of Happy Tails Pet Detective Agency.

NO REFUNDS. I understand that although Happy Tails Pet Detective Agency endeavours to help and assist in the return of missing pets, they do not guarantee that by using their services my pet will be found. Clients pay for services based on the use of time, travel, expenses and efforts. For this reason, Happy Tails Pet Detective Agency does not refund fees for services rendered.

I have agreed to pay the amount of \_\_\_\_\_\_ for conducting this search. The search time with the K9 Search Dogs is for a maximum of \_\_\_\_\_\_hours. I am making a deposit of \_\_\_\_\_\_to hold the search time. If my pet is found before Pet Detective leaves for my search, I agree to immediately notify the Pet Detective on call.

I understand there is non-refundable fee which will be deducted from my deposit. This is for consultation time, a personal strategy that was discussed to help locate my pet, research time and holding the search date.

SCENT. I have been advised of several things which may affect scent, including but not limited to: Heat, time, pollutants, terrain, freshly mowed grass, cow fertilizer, exhaust, cigarette smoke, strong chemicals, chlorine, ammonia, pool acid, some urine, gasoline and most aromatic petroleum distillates.

It has been explained that a Trailing Dog is intended to follow a single scent trail from point A to point B. I understand dogs "at large" are very random travellers and do not travel in straight lines. They may double back, circle around, dart back and forth across busy streets, run up freeway ramps, or can stay in one area for a long time creating a scent pool and then move off in many directions. I have been instructed how to deal with possible sightings and that the Trailing Dog must have an <u>exact</u> address and/or landmark to perform scent scans to see if this was my dog. A street name or intersection will not be adequate. I understand that the Trailing Dog cannot be started at random on possible sightings.

It has been further explained that a <u>scent detection</u> dog will check areas indicated by the handler. This is achieved by using methods similar to that of a bomb/drug detection dog.

I agree to notify Happy Tails Pet Detective Agency if the following are present near the search areas (if known): poison ivy, dangerous debris, traps, hunters, hornet nests, heavy bee population, sticker plants, cliff edges, vicious animals, heavy brush areas with no paths and/or no sidewalks or paths near homes. By signing below, I am stating that I have read and understand this Letter of Agreement.

Client's Name:	Date:
Signature	
Address	

Pets name and species (i.e. cat, dog, rabbit)