

STATE OF TEXAS §
 § **AGREEMENT FOR ANIMAL**
 § **BOARDING SERVICES**
COUNTY OF ELLIS §

This Agreement for Animal Boarding Services (“Agreement”) is made by and between the City of Hutchins, Texas (“City”) and LovePuppy2 Pet Sitting LLC (“Contractor”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City desires to engage the services of Contractor as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, Contractor desires to provide animal boarding services, as set forth in Exhibit “A” attached hereto and incorporated herein, and in accordance with the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I
Term

1.1 The Term of this Agreement shall commence on September 17, 2024, and shall continue through January 31, 2025, unless sooner terminated provided herein.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination, Contractor shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

Article II
Contract Documents

2.1 This Agreement consists of the following items:

- A. This Agreement; and
- B. Contractor’s Scope of Services (attached as Exhibit “A”).

2.2 In the event there exists a conflict in interpretation, the documents shall control in the order listed above. These documents shall be referenced to collectively as "Contract Documents".

Article III

Scope of Services

- 3.1 Contractor shall provide the services specifically set forth in Exhibit "A".
- 3.2 The City shall provide the following services:
- (a) Intake vaccinations for Distemper, Adenovirus, Parvovirus, Parainfluenza, and Bordetella upon intake of an animal;
 - (b) Arranging and providing rabies vaccinations for animals that will be housed at Contractor's facility awaiting adoption, foster, or transport; and
 - (c) Any veterinarian expenses incurred by Contractor for the care of an ill or injured animal brought to Contractor's facility by the City.

Article IV

Compensation

- 5.1 City shall compensate Contractor in the monthly amount as set forth in Exhibit "A".
- 5.2 City shall pay Contractor within thirty (30) days of the receipt of a proper invoice provided there are no errors or discrepancies and that all work noted on the invoice has been completed. Any errors, discrepancies or the invoicing of work not completed may result in a delay in payment.

Article VI

Relationship of Parties

It is understood and agreed by and between the Parties that in satisfying the conditions of this Agreement, Contractor is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. As such, the City shall not: train Contractor, require Contractor to complete regular oral or written reports, require Contractor devote its full-time services to the City, or dictate Contractor's sequence of work or location at which Contractor performs its work.

Article VII

Availability of Funds

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled and Contractor may

only be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of services delivered under this Agreement or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations for such purposes.

Article VIII Miscellaneous

8.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

8.2 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement.

8.3 Assignment. Contractor may not assign this Agreement in whole or in part without the prior written consent of the City. In the event of an assignment by Contractor to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

8.4 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

8.5 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

8.6 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

8.7 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

8.8 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

8.9 Recitals. The recitals to this Agreement are incorporated herein.

8.10 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:

Attn: James W. Quin
City Administrator
City of Hutchins
321 North Main Street
P. O. Box 500
Hutchins, Texas 76065
Telephone: 972-774-3481
jquin@cityofhutchins.org

With a copy to:

Joseph J. Gorfida, Jr.
Nichols | Jackson
500 North Akard Street
1800 Ross Tower
Dallas, Texas 75201
Telephone: 214-965-9900
jgorfida@nicholsjackson.com

If intended to Contractor:

Cindy Stinson
LovePuppy2 Pet Sitting LLC
5222 Lantern Lane
Dallas, Texas 75236
Telephone: 469-271-9401
Lovepuppy2@sbcglobal.net

8.11 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

8.12 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

8.13 Conflicts of Interests. Contractor represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

8.14 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such party, provided that the non-performing party is without fault in causing such default or delay. The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

(signature page to follow)

EXECUTED this _____ day of _____, 2024.

City of Hutchins, Texas

By: _____
James W. Quin, City Administrator

Approved as to form:

By: _____
Joseph J. Gorfida, Jr., City Attorney
(09-09-2024: 4864-3585-8914, v. 1)

EXECUTED this _____ day of _____, 2024.

LovePuppy2 Pet Sitting LLC

By: _____
Name: _____
Title: _____

LovePuppy2 Pet Sitting LLC

5222 Lantern Lane

Dallas, TX 75236

Land Line: 972-296-3165

Cell: 469-271-9401

Rescue Boarding Information and Contract

Rescue/Owner:

Name: _____

Name of Rescue: _____

Owner Address: _____

Owner Cell Phone: _____

Owner Email: _____

State & Driver's License #: _____

Name/Breed/Age of Dogs/ Age of cats

This agreement covers all rescues that board multiple dogs throughout various dates.

All rescuers must provide proof of 501c3 documentation.

Medical issues/history documentation if available shall be provided to LovePuppy2 Pet Sitting LLC.

Veterinary Name: Phone: _____

Address: _____

Emergency Contact/Someone who can pick the dog up if needed or as a second contact for an emergency.

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Provide any and all known information about each rescue dog to LovePuppy2 Pet Sitting LLC.

Human-aggressive dogs will have to board in kennels 14 and 15 where Lovepuppy2 Staff can manage their care. Lovepuppy2 only asks for Hutchings City to handle Human-Aggressive dogs when it is time to check in or check out for transport. LovePuppy2 Pet Sitting LLC requests that the City of Hutchins Kennel #15 as a first choice and use Kennel 14 for new intake to give the dog a chance to settle in. Any new intake dogs can be moved when needed except Human-aggressive dogs.

Severe destruction over \$100.00 of property will be charged back to the rescue/owner.

The owner will be notified to come pick up destructive dogs within 24 hours.

LovePuppy2 Pet Sitting LLC will provide food/snacks.

LovePuppy2 Pet Sitting LLC regular business hours are below. The City of Hutchins will have 24/7-hour access.

M-F 7am – 12pm & 2pm – 7pm

Sat 7am – 12pm & 2pm – 4pm

Sun 4pm – 7pm.

Our Phone: 469-271-9401 or Land Line 972-296-3165

The city of Hutchins will have access to the property 24/7 for 5 – 6 months. An extension of dates is optional, please notify Lovepuppy2 pet Sitting owner Cindy Stinson to make arrangements to extend the contract. A gate key and boarding facility key will be available to enter the property 24/7. The main home is used for boarding dogs and cats. Lovepuppy2 pet Sitting owner Cindy Stinson and husband lives in the garage conversion on the property attached to the main home.

List any other information you would like us to be aware of.

Contract

The City of Hutchins, _____ is the legal/guardian of the city shelter dog(s) and agree to enlist the services of LovePuppy2 Pet Sitting LLC, to care for The City of Hutchins dog(s) in their absence.

Please initial you have read the policies listed below:

_____ The City of Hutchins will supply LovePuppy2 Pet Sitting LLC current vaccination records as during my dogs(s) stay. The required vaccinations to board are Bordetella, DHP includes Parvo/Distemper and Rabies. LovePuppy2 Pet Sitting LLC understands that The City of Hutchins Animal Shelter rescues dogs off the streets without any vaccination records. Therefore, The City of Hutchins agrees to vaccinate the Bordetella, DHP includes Parvo and Distemper after the dog has had a chance to settle into boarding and it is a safe situation for The City of Hutchins ACO to handle the dog; estimated time 2 – 5 days and vaccinate for Rabies within 2 – 5 days.

_____ The City of Hutchins Aco will give the vaccinations and bathing after the dog has had a chance to settle in providing it is a safe situation for The City of Hutchins ACO to handle the dog estimated time 2 – 5 days. Lovepuppy2 Pet Sitting LLC will provide a place to bathe the animals for The City of Hutchins.

_____ The City of Hutchins agrees to Pay \$15.00 per day per dog per month for kennel space. LovePuppy2 Pet Sitting LLC to keep nine kennels open for the City of Hutchins to be used for animal intake. Any

additional fees for Flea and Tick Control or preventative heart worm medications will be billed separately per the agreement.

_____ The City of Hutchins understand payment is a monthly invoicing sent via email due on the 1st business day of the month for services rendered. LovePuppy2 Pet Sitting LLC agrees to prorate charges for partial months.

_____ No dog is to be abandoned or refused to pay for services at LovePuppy2 Pet Sitting LLC. Legal action will be taken for any dog abandoned or services not paid for at LovePuppy2 Pet Sitting LLC.

_____ Lovepuppy2 pet sitting LLC agrees to provide food and snacks for The City of Hutchins Shelter dogs.

_____ **Human-aggressive dog(s) will have to go into kennel 15** where LovePuppy2 Pet Sitting LLC Staff can manage their care. LovePuppy2 Pet Sitting LLC only asks for the City of Hutchings ACO to evaluate Human-Aggressive dog(s) 2 – 5 days after the Dog(s) have had a chance to settle into Boarding. The City of Hutchins will handle them when it is time to check in or check out for transport. LovePuppy2 Pet Sitting LLC **only asks for Hutchings City to handle Human-Aggressive dogs when it is time to check in or check out for transport.**

_____ The City of Hutchins agrees not to bring quarantine animals to LovePuppy2 Pet Sitting LLC. All quarantined animals will be quarantined at a local vet or at home quarantine by the staff of the City of Hutchins in accordance with State Law at The City of Hutchins expense. Once the dog has been medically cleared the pet is welcome to return to LovePuppy2 Pet Sitting LLC boarding.

_____ If parasites internal or external rescue/owner gives LovePuppy2 Pet Sitting LLC permission to treat with approved medication for the parasites including Fleas, Flea Larva and Ticks. A charge of \$15.00 will be applied. The City of Hutchins can provide medication in advance for LovePuppy2 Pet Sitting LLC to administer at no charge.

_____ Monthly heartworm and flea/tick prevention medication is given to each dog, Pyrantel Pamoate, Praziquantel, and Ivermectin at the cost of \$5.00. All dogs must be on monthly Preventative. If The City of Hutchins does NOT want LovePuppy2 Pet Sitting LLC to administer the medication in stock, the rescue must provide the monthly medication or document on the paperwork the date it was administered.

_____ Any Transport to appointments will be the responsibility of the City of Hutchins.

_____ LovePuppy2 Pet Sitting LLC will provide a bathing area with warm water for a Hutchins Officer to bathe a pet.

_____ Accommodations are at the discretion of LovePuppy2 Pet Sitting LLC Kennels for the safety and comfort of the dogs.

All dogs will come inside during inclement weather, i.e. under 40 degrees and above 90 degrees including feels like temps, thunderstorms, freezing temps, weather heat advisory.

_____ In case of an emergency LovePuppy2 Pet Sitting LLC will contact the City of Hutchins first. If The City of Hutchins is unable to be reached the emergency contact will be called. If The City of Hutchins person is not available, LovePuppy2 Pet Sitting LLC will contact The City of Hutchins veterinarian listed for medical assistance. If the listed veterinarian cannot be reached, LovePuppy2 Pet Sitting LLC will take the dog to the nearest emergency animal clinic.

_____ The cost of medical care is the responsibility of The City of Hutchins for their own dogs.

_____ The contract begins between The City of Hutchins and LovePuppy2 Pet Sitting LLC September 17th, 2024, to January 17th 2025. The City of Hutchins will give notice if services need extending. Either party can discontinue this agreement at any time with a 30-day written notice.

“Hold Harmless” Agreement & Liability release for LovePuppy2 Pet Sitting LLC

RESPONSIBILITY & LIABILITY:

_____ The City of Hutchins understands LovePuppy2 Pet Sitting LLC, will do everything in their power to provide The City of Hutchins dogs(s) a safe environment with food, water, clean living quarters, but will hold harmless from any acts of nature/GOD, i.e. tornado, etc.

The City of Hutchins agrees to leave dogs for BOARDING, AT THEIR OWN RISK. The City of Hutchins has researched the facility, The City of Hutchins AGREES with the outside exercise, all LovePuppy2 Pet Sitting LLC policies & procedures. The City of Hutchins **understand that ALL dogs CAN & DO BITE; and** The City of Hutchins is **aware of (1) the risk of injury to my pet & (2) that** The City of Hutchins is **responsible for any INJURY, Physical or Financial Damages caused by my pet.** The City of Hutchins will **NOT hold** LovePuppy2 Pet Sitting LLC or employees, responsible should an **ACCIDENT, INJURY, ILLNESS, DEATH, or LOSS** of The City of Hutchins **pets occur while in their care.**

MEDICAL TREATMENT:

The City of Hutchins emergency contact will be notified for all medical conditions. In The City of Hutchins absence, The City of Hutchins gives permission to LovePuppy2 Pet Sitting LLC to act on my behalf in case of an **EMERGENCY** or apparent health related issue. The City of Hutchins also give permission to my pet to be transported by car to (1) The City of Hutchins personal veterinarian, (2) Emergency Animal Clinic for any situation where medical assistance is needed while in the care of Lovepuppy2. The City of Hutchins **agree to reimburse** LovePuppy2 Pet Sitting LLC for all charges incurred for any medical care. The City of Hutchins **WILL NOT seek retribution from** LovePuppy2 Pet

Sitting LLC **should an ACCIDENT, INJURY, ILLNESS, DEATH, OR LOSS of The City of Hutchins pet occur during or following ANY services rendered by LovePuppy2 Pet Sitting LLC or its employees.**

VACCINATIONS/OVERALL HEALTH:

The City of Hutchins, the owner, will vaccinate their pet according to the contract. The City of Hutchins also understand that The City of Hutchins **pets are still susceptible to other illnesses due to AGE, STRESS, Nutrition Levels, Immune System, and exposure to other dogs.**

Failure to sign and return the agreement does not indicate no contract has taken place. Once a dog arrives and stays on our property, it creates a binding verbal contract and receipt of this contract is sent via email.

The City of Hutchins agrees to the above conditions of the service:

Signature of The City of Hutchins. _____

Date _____

Revised Date 09/11/2024.