

The POO Crew, LLC  
PO Box 2285  
Castle Rock, CO 80104  
Phone: 303-653-5355  
Fax: 303-583-8413

Residential Services Agreement

**THIS RESIDENTIAL SERVICES AGREEMENT** (this “Agreement”) is entered by and between The Poo Crew LLC, a Colorado limited liability company (hereinafter “Contractor”) and any person who signs up for service with the Company on its website (hereinafter “Client”). Contractor and Client are referred to herein collectively as “Parties” and individually as “Party.”

BY CHECKING “YES” AND AFFIRMING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO THE SERVICE AGREEMENT, CLIENT EXPRESSLY AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND CONSENTS TO BEING OBLIGATED HEREUNDER.

**NOW, THEREFORE, AND IN CONSIDERTION** of the mutual promises and agreements contained herein, the Parties agree as follows:

A. SERVICES:

1. SERVICE:

Contractor agrees to remove pet waste (the “Services”) from all grassy areas on the real property located at the address provided by Client in the online form (the “Premises”) and at the frequency requested by Client in the online form. Contractor has Client’s permission to enter into the Premises to perform the Services whether Client is present or not. Client understands and represents that if their gate or property is broken or faulty before Contractor begins the Service the Client will not hold Contractor liable for any situation that arises due to the broken gate or property, including, without limitation, lost or runaway pet(s), theft, trespassing, or exacerbation of the broken gate or property.

2. FEES:

In consideration of the Services to be rendered hereunder, Client shall pay to Contractor a monthly service fee pursuant to the Flat Rate Monthly Pricing table provided on Contractor’s website, as well as any additional fees assessed by the Contractor (collectively, the “Service Fee”), payable in advance. Contractor reserves the right to increase its prices at any time and Client is encouraged to check Contractor’s website from time to time to determine the then-current pricing applicable to the Services. Contractor bills monthly on a prepaid basis. Invoices will be mailed out on the 15<sup>th</sup> of each month and shall be paid in full no later than the end of that same calendar month. **For invoices that are not paid by the 1st day of the immediately following month, a \$20 late fee will be applied to Client’s account.** Client understands that the Service Fee is based on a monthly charge and not per week or per visit, which means that Client will pay the same flat rate regardless of the amount of visits they receive in any given month. Client shall reimburse Contractor for all additional Client-approved expense when furnished with valid receipts. Client gives Contractor the right to bill their credit card which Client supplied on the Client Information form for their monthly costs. **If Client does not supply an email address for electronic invoices there will be a \$1.00 charge per invoice for each invoice that is processed through the US Mail.**

3. TERM:

The term of this Agreement shall be month-to-month starting on first day the Services are provided hereunder (the “Effective Date”). Either Party may terminate this Agreement by giving the other Party 30 days’ written notice.

B. TIME OF COMPLETION:

1. HOLIDAYS:

Holidays that Services will not be performed are: **New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve, Christmas.**

2. INCLEMENT WEATHER:

In the event of inclement weather conditions, Contractor may postpone or suspend Services until weather conditions are suitable for Services to be performed in Contractor’s sole discretion. **In the event that the Services are not completed more than (7) seven times due inclement weather per calendar year, Contractor may credit Client’s account in an amount to be determined by Contractor in its sole discretion.**

3. CREDITS:



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Client's account will not be credited back if Client's regular scoop falls on a holiday; however, Client will not be charged any extra for the five months of the year that have five weeks rather than four (This trade off between the Client and Contractor is intended to make billing easy and fair for both Parties). In the event Contractor fails to appear on their regularly scheduled day or Client is otherwise not satisfied with the Service performed, they must notify Contractor immediately and Contractor will send out a crew for service within 24 hours or refund the Client's account for half of the original amount charged for that particular unsatisfactory Service provided.

C. PERSONAL GUARANTEE:

1. CLIENT GUARANTEE:

Client, in consideration of Services rendered pursuant to this Agreement, does hereby personally guarantee the full payment of all sums of money due and owing to Contractor or that which may become due and owing or past due according to the terms of this Agreement.

2. ATTORNEYS' FEES:

If payment is not made in accordance with the terms of this Agreement, Client agrees to be responsible for any reasonable attorneys' fees, costs of collection and/or court costs incurred in efforts to enforce this Agreement.

3. If a check is returned or dishonored, Client shall be liable for a \$20.00 charge plus any and all other statutorily permitted fees pursuant to C.R.S. 13-21-109, which may include, without limitation, a judgment for three times the face value of the check plus court costs and reasonable attorneys' fees.

D. INDEPENDENT CONTRACTOR STATUS:

The Parties are independent contractors and nothing in this Agreement shall be deemed to constitute a partnership, joint venture, or employee or agency relationship between them.

E. REPRESENTATIONS AND WARRANTIES:

1. Disclaimer of Warranty. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTIES, CONDITIONS, REPRESENTATIONS, OR GUARANTIES OF ANY KIND, EITHER EXPRESSED, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR DOES NOT WARRANT THE PERFORMANCE OF THE SERVICES OR ADDITIONAL SERVICES, IF ANY, WILL BE UNINTERRUPTED OR ERROR FREE. CLIENT BEARS THE ENTIRE RISK AS TO THE RESULTS, QUALITY, AND PERFORMANCE OF THE SERVICES AND ADDITIONAL SERVICES, IF ANY, SHOULD THE SERVICES OR ADDITIONAL SERVICES PROVE DEFECTIVE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CONTRACTOR SHALL CREATE A WARRANTY. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

2. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT AND UNDER NO LEGAL THEORY SHALL CONTRACTOR BE LIABLE TO CLIENT OR ANY OTHER PERSON FOR ANY GENERAL, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, OR OTHER DAMAGES OF ANY CHARACTER ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICES OR ADDITIONAL SERVICES, IF ANY, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, LOSS OF DATA, LOSS OF PROFITS, LOSS OF ASSIGNMENTS, DAMAGES FOR LOSS OF GOODWILL, BUSINESS INTERRUPTION, OR ANY OTHER DAMAGES OR LOSSES OF WHATEVER NATURE, EVEN IF CONTRACTOR HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

3. Confirmation of Non-Reliance. Client has not relied upon or been induced to enter into this Agreement by any representation or warranty, except as expressly provided herein.

F. MISCELLANEOUS PROVISION:

1. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assignees of the Parties.



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2. In the event of a default under this Agreement, the defaulting Party shall reimburse the non-defaulting Party for all costs and expenses reasonably incurred by the non-defaulting Party as a result of the default, including without limitation, attorneys' fees. Additionally, in the event a suit or action is filed to enforce this Agreement or in connection with this Agreement, the prevailing Party shall be reimbursed by the other Party for all costs and expenses incurred in connection therewith, including without limitation, reasonable attorneys' fees.
3. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.
4. This Agreement shall be governed by and shall be constructed in accordance with the laws of the State of Colorado without regard to the conflicts of law principles of such state.
5. Any dispute arising from or related to this Agreement shall be decided solely and exclusively by courts located Douglas County, Colorado. Any Party who unsuccessfully challenges the enforceability of this form selection clause shall reimburse the prevailing Party for its attorneys' fees, and the Party prevailing in such dispute shall be awarded its attorneys' fees.
6. The Parties shall comply with all applicable state and federal rules and regulations.
7. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, such provision shall be enforced to the fullest extent permitted by applicable law and the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
8. This Agreement contains the entire agreement and understanding of the Parties hereto with respect to the subject matter hereof and supersedes all prior contemporaneous agreements, representations, and understandings relating to such subject matter. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by both of the Parties.
9. The headings contained herein are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
10. Client may not assign this Agreement.

