

Goat Rental Service Waiver Agreement

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This Goat Grazing Service Agreement and Liability Waiver ("Agreement") is made between:

Provider (Goat Service Owner)

- Name: Peter Schmitt / Happy feet farm
- Address: 2815 Whittier Rd Springville IA 52336
- Phone: (319) 480-8515

Client (Property Owner)

- Name: _____
- Address: _____
- Phone: _____

Project Location (if different from above):

Both parties agree to the following:

1. **Assumption of Risk.**

The Client understands that the use of goats for vegetation control involves inherent risks. Goats can behave unpredictably, including climbing or butting. In some cases, the Provider may use electric fencing to contain goats, which can deliver mild shocks; in other cases, standard or mobile fencing may be used. The Client **assumes all risk** of injury or property damage that may result from the presence of goats and any fencing on the property. This includes risks of goats behaving unpredictably and, if an electric fence is used, the possibility of minor shocks to people or pets. The Client agrees to keep all individuals (especially children) and pets away from the goats and the fencing for their own safety.

2. **Liability Release.**

The Client **releases and holds harmless** the Provider (and its owners, employees, and agents) from any liability for personal injuries or property damage arising out of or in connection with the goat grazing services. This release covers any injuries to the Client or third parties on the property and any damage to the Client's property that might occur due to the goats' activities or the fence. The Client also agrees not to hold the Provider legally responsible if such incidents occur.

Similarly, the Provider agrees that the Client will not be held responsible for any injury, illness, escape, or death of the goats during the service period, **unless** such loss is caused by the Client's willful misconduct or gross negligence (for example, intentionally harming a goat or deliberately damaging the fence). If the Client breaches the safety

rules or intentionally endangers the goats, the Client may be held liable for resultant harm.

3. **Client Responsibilities.**

- **Water:** The Client shall ensure that fresh water is available to the goats at all times (e.g., a trough or hose hookup).
- **No Feeding:** The Client agrees not to feed the goats additional food, kitchen scraps, or yard clippings.
- **No Touching/Handling:** The Client and any visitors shall not pet, handle, or move the goats.
- **Pets and Children:** The Client shall keep pets and children away from the goats and any fencing at all times.
- **Fence Area:** If electric fencing is used, the Client shall not tamper with or unplug it. If standard fencing is used, the Client shall not move, remove, or alter it. The Client shall promptly notify the Provider if the fence is damaged or otherwise compromised.
- **Hazards:** The Client agrees to disclose any known hazards on the property (e.g. steep drop-offs, aggressive wildlife) that may pose a danger to the goats. Both parties will collaborate to mitigate these hazards.

4. **Emergency Contact and Protocol.**

The Provider will supply a 24-hour emergency contact number. If a goat escapes, appears injured or ill, or if any urgent situation arises, the Client shall immediately contact the Provider. The Client will not attempt to chase or handle an escaped goat beyond securing it in an enclosed area if possible. The Provider will respond promptly to address escapes, illnesses, or injuries.

5. **Duration of Rental.**

The goat grazing service will start on[]. Approximately [] goats will be delivered to the property, along with any necessary fencing (electric or otherwise). The Provider will periodically check on the goats, adjust fencing (if needed), and monitor their progress. The expected grazing period is [], with an anticipated removal date of []. This duration may be adjusted based on brush density, progress, and goat health.

6. **Services Provided by Provider.**

The Provider will use its goats to clear brush and vegetation in a designated area of the Client's property (approximately [], as marked by the Provider). The Provider is responsible for delivering and picking up the goats, fencing, and any necessary shelter or shade structures. However, the Client understands that goats are effective at consuming many types of brush and weeds, but not all vegetation may be fully removed. Large woody plants or tree saplings may not be fully destroyed by goats.

7. Payment Terms.

- **Total Fee:** The Client agrees to pay \$_____ for up to [**days/weeks**] of grazing.
- **Deposit:** A non-refundable deposit of \$_____ (e.g., 20% of the total fee) is due upon signing this Agreement.
- **Balance:** The remaining balance of \$_____ is due upon delivery of the goats.
- **Extensions:** If the Provider determines more time is needed, the Client may approve an extension at a rate of \$_____ **per day**.
- **Early Completion:** If goats finish early, the Client is still responsible for the agreed fee, unless otherwise agreed in writing.

8. Cancellation and Refunds.

- If the Client cancels at least [**14 days**] before the scheduled start, the Provider will refund all fees minus the non-refundable deposit.
- Cancellations with less than [**7 days**] notice may result in additional cancellation fees, up to [**20%**] of the total fee.
- If the Provider must cancel due to unforeseen emergencies (e.g., severe weather, goat health issues) and cannot reschedule, the Provider will refund all deposits or payments.
- If service ends early due to the Client's breach of this Agreement, no refund shall be provided.

9. Compliance with Laws and Regulations.

Both parties agree to follow all local and state regulations. The Client is responsible for acquiring any necessary permits or permissions if goats are restricted in the area. The Provider affirms compliance with livestock transport rules and any applicable animal welfare standards.

10. Insurance (Disclaimer).

- The Client acknowledges that the Provider **may or may not** use a specific form of livestock or liability insurance for the goats. If coverage is in place, it does not negate or reduce the Client's obligations under this Agreement.
- The Client understands that their homeowner's insurance may not cover incidents arising from this service.
- If the Provider does not carry livestock mortality or liability insurance, the Client accepts that risk and agrees to the Liability Release.

11. Indemnification.

Each party shall indemnify and defend the other against any third-party claims arising out of that party's negligence or breach of this Agreement. For example, if the Client's negligence (e.g., leaving a gate open) leads to goats escaping and causing damage, the Client may be liable for third-party claims.

12. Entire Agreement and Severability.

This Agreement constitutes the entire understanding of the parties. Any modifications must be in writing and signed by both parties. If a court finds any portion unenforceable, the remainder stands in full force.

13. 13. Manure

The Provider is not responsible for removing or disposing of manure (droppings) left by the goats. Goat manure is typically small pellet-like droppings that decompose naturally over time.

Client (Property Owner) Signature: _____

Date: _____

Provider (Goat Service Owner) Signature: _____

Date: _____

ADDENDUM FOR OPTIONAL CLEANING SERVICES

ADDENDUM FOR OPTIONAL CLEANING SERVICES

This **Addendum** is attached to and made part of the **Goat Rental Service Waiver Agreement** dated _____ by and between:

- **Provider (Goat Service Owner):**

Name: Peter Schmitt

Address: 2815 Whittier Rd Springville IA

Phone: 319-480-8515

- **Client (Property Owner):**

Name: _____

Address: _____

Phone: _____

Project Location: _____

Both parties agree to the following optional cleaning services terms:

1. Purpose

This Addendum outlines the scope, fees, and timing of any **cleaning services** related to other minor debris left behind after the Provider's goats have grazed on the Client's property. These cleaning services are **not included** in the base goat rental fee specified in the Agreement.

2. Scope of Cleaning

1. **Minor Debris Cleanup** (optional): If agreed, the Provider may also remove small branches, leftover feed containers, or other minor debris directly related to the goats' presence.
2. **Exclusions:** Large debris, landscaping work, or disposal of trash unrelated to goat grazing are **not** included in this service unless both parties agree otherwise in writing.

3. Cleaning Fee and Payment

1. **Cleaning Fee:** The Client agrees to pay \$_____ per visit OR \$_____ per hour for the cleaning service.
 - If a **per-visit** rate is used, the Client will be charged a flat fee per each cleaning session.
 - If an **hourly** rate is used, the total cost is based on the actual time spent (rounded to the nearest 0.5 hours), with a minimum of [X] hours if desired.
2. **Total Estimated Cost:** If applicable, an estimated cleaning duration or number of visits will be provided by the Provider. The final invoice will reflect actual time/visits.
3. **Payment Due:** Unless otherwise specified, payment for cleaning is due **upon completion of cleaning**.

4. Schedule for Cleaning

The Provider will coordinate with the Client on a specific date or timeframe to perform the cleaning service after the goats have completed their grazing. If weather or other factors delay the cleaning, both parties will agree on a rescheduled date.

5. Liability and Indemnity

The Client acknowledges that the Provider's cleaning activity involves manual labor and potentially tools or equipment. The Provider will exercise reasonable care to avoid damage or injury. Both parties reaffirm the **Liability Release** and **Indemnification** terms in the main Agreement, extending them to this cleaning service.

6. Incorporation by Reference

This Addendum is incorporated into the Goat Rental Service Waiver Agreement. If any term in this Addendum conflicts with the Agreement, the terms in this Addendum shall govern solely with respect to the cleaning services.

7. Signatures

By signing below, both parties agree to the optional cleaning services and fees described herein.

Client (Property Owner)

Signature: _____ Date: _____
Print Name: _____

Provider (Goat Service Owner)

Signature: _____ Date: _____
Print Name: _____

cheat sheet

Final Recommendations

- **Minimum Project Fee:** \$500
- **Daily Rate for 15 Goats:** \$75–\$150
- **Per-Acre Rate:** \$800–\$1,200 per acre (adjust for density)
- **Deposit:** 25% of total quote
- **Cancellation:** Keep deposit if canceled, plus a tiered penalty if under 14 days' notice

Times for 15 goats

Approx. Acreage	Light Brush (scattered weeds, thin briars)	Moderate Brush (denser weeds, shrubs, light woody vines)	Heavy Brush (thick briars, woody stems, heavy undergrowth)
0.25 acre	2–3 days	3–5 days	5–7 days
0.5 acre	4–6 days	7–9 days	9–12 days
1.0 acre	8–12 days	14–18 days	18–24 days
2.0 acres	16–24 days	28–36 days	36–48 days