

YOUR PETS ARE OUR FAMILY

CLIENT AGREEMENT / TERMS & CONDITIONS

The parties herein agree as follows:

- 1. This contract will take effect upon signature by both Client and Pet Sitter and will remain in effect until terminated by either party as provided below in Item 9. The **first** scheduled service period is from ______ through ______. Client may make telephone reservations for additional service at any time during the term of this contract, subject to Pet Sitter availability. All scheduled visits will be governed by all the terms of this contract. We appreciate as much advance notice as possible, but will make every effort to accommodate all requests. In the event of early return home, Client must notify Pet Sitter promptly, and remaining visits will still be charged.
- The fee per visit is \$______. The total number of visits expected during the first scheduled service period is ______. Other assessed fees for the first scheduled service period are \$______. TOTAL FEE expected for the first service period is \$______. Fees are to be paid in-full at least 24 hours prior to the start of the booking. To the extent additional visits are requested or approved by Client, or otherwise authorized under this Agreement, such additional visits will be charged at the same per visit rate set out above.
- 3. Visit times are the following unless a specific time is agreed upon in advance. Morning visits will occur between 6am-10am. Midday visits will occur between 11am-3pm. Evening visits will occur between 4pm-8pm. Any visits *required* to be performed before 8am or after 6pm on weekdays and before 9am or after 5pm on weekends are subject to an additional 25% fee per visit.
- 4. Holiday visits are charged an additional fee. There is an additional \$15 charge per dog walk during holiday periods. There is an additional \$10 charge per drop-in visit during holiday periods. Holidays fees are charged during the following periods:

Christmas/New Year's: December 23 - January 2

Martin Luther King Junior Weekend: Friday through Monday of holiday weekend

Easter Weekend: Friday through Monday of holiday weekend

Memorial Day Weekend: Friday through Monday of holiday weekend

Fourth of July: July 3 - July 5

Labor Day Weekend: Friday through Monday of holiday weekend

Columbus/Indigenous People's Day: Friday through Monday of holiday weekend

Thanksgiving: Wednesday through Sunday of holiday week, encompassing Thanksgiving on that Thursday

- 5. Cancellation policy: any stays/visits cancelled less than 48 hours before the scheduled booking starts are non-refundable. Client is still liable for the full amount of the booking. Any stays/visits cancelled less than 7 days prior to the start of the scheduled booking will be refunded 50%. Any stays/visits cancelled more than 7 days prior to the scheduled booking will be fully refunded. Visits scheduled during the months of November, December, and January must be cancelled 30 days before the start of the booking to receive a refund. Cancellations made less than 30 days before the start of a booking scheduled in November, December, or January will not be refunded. Cancellations must be stated in writing via email to caroline@wagsnwhiskers.pet.
- 6. Should Client leave late or return early and not need all of their scheduled visits, a refund will not be provided.
- 7. Under no circumstances is the Client permitted to retain services as outlined under this agreement directly by a Wags-n-Whiskers employee. All bookings and payments must be done directly through Wags-n-Whiskers. No bookings or payments shall be made directly to an employee of Wags-n-Whiskers. Bookings should be made only by contacting Caroline Mameesh, CEO of Wags-n-Whiskers. Should Client retain services directly with an employee of Wags-n-Whiskers at any time, Wags-n-Whiskers is entitled to a \$1000 placement fee.
- 8. Pet Sitter is authorized to perform care and services as outlined on this contract. Both Pet Sitter and Client recognize that the welfare of the animal is the highest priority. If in Pet Sitter's judgment additional services become necessary during the service period to properly care for the animal, Pet Sitter will first make reasonable attempts to contact. Client. If Client cannot be contacted for whatever reason, Pet Sitter is authorized to undertake such additional steps as may in the reasonable judgment of the Pet Sitter be necessary or appropriate for the health and welfare of the animal, including but not limited to (a) additional visits by Pet Sitter to provide care for the animal; (b) consultation with Client's Veterinarian listed above, or with an emergency veterinary care provider should Client's Veterinarian be unavailable; (c) authorizing care and treatment as recommended by Client's Veterinarian or an emergency veterinary care provider (excluding euthanasia) up to a maximum cost of \$_______; and (d) such other steps as may in the reasonable judgment of Pet Sitter be necessary or appropriate for the healthe and holds Pet Sitter be necessary or appropriate for the health and welfare of the animal; up to a maximum cost of \$_______; and (d) such other steps as may in the reasonable judgment of Pet Sitter be necessary or appropriate for the health and welfare of the animal. Client agrees to be responsible for all fees and expenses incurred for care and treatment of the animal pursuant to this paragraph, and releases and holds Pet Sitter harmless from all liabilities related to transportation, treatment and expense. Client agrees to reimburse Pet Sitter/Company for any expense incurred, plus any additional fees for attending to animal's needs or any expenses incurred for any other home/food/supplies needed.
- 9. In the event of inclement weather, natural disaster or circumstances beyond our control, e.g. acts of terrorism, etc., Pet Sitter is entrusted to use best judgment in caring for pet(s) and home. Pet Sitter/Company will be held harmless for consequences related to such decisions.
- 10. Pet Sitter agrees to provide the services stated in this contract in a reliable, caring and trustworthy manner. In consideration of these services and as an express condition thereof, CLIENT EXPRESSLY WAIVES AND RELINQUISHES ANY AND ALL CLAIMS AGAINST PET SITTER/COMPANY ARISING OUT OF OR RELATING TO THE PROVISION OF SERVICES HEREUNDER, EXCEPT THOSE ARISING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT ON THE PART OF PET SITTER/COMPANY. SHOULD PET SITTER OR ANY AUTHORIZED PERSON ACCOMPANYING PET SITTER SUSTAIN ANY INJURY, DISEASE OR OTHER HARM IN THE COURSE OF PROVIDING SERVICES HEREUNDER, CLIENT WILL INDEMNIFY PET SITTER/COMPANY AND HOLD IT HARMLESS WITH RESPECT TO ALL LOSS, EXPENSE AND DAMAGE CAUSED THEREBY, EXCEPT THOSE ARISING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT ON THE PART OF PET SITTER/COMPANY.
- 11. Client acknowledges that payment is due immediately upon completion of a scheduled service period without further invoice or notice. A finance charge of 5% per day will be added to unpaid balances after 3 days. A handling fee of \$50 will be charged on

all returned checks. An advance deposit may be required whenever warranted in the sole judgment of Pet Sitter. In the event it is necessary to initiate collection proceedings on the account, Client will be responsible for all attorney's fees and costs of collection.

- 12. In the event of personal emergency or illness of Pet Sitter, Client authorizes Pet Sitter to arrange for another qualified person to fulfill responsibilities as set forth on this contract. In such case, Pet Sitter will remain fully responsible for the proper discharge of all services under this Agreement. Every attempt will be made to notify client regarding such situation.
- 13. All pets are to be currently vaccinated.
- 14. We will never leave an ill or injured pet untreated in an emergency. It is a requirement that we have your consent to use either your specified Veterinarian or one of our choosing. If your Vet/Clinic/Pet Hospital is not available or is too far away, we will use one of our local pet emergency service providers. We will make every attempt possible to contact you in any such emergency. If we do not have a sitter who is available to stay at the Vet with your pet, it could be required that your pet remain in the Vet's care and be picked up later. If by any chance the Vet is recommending additional care, your pet may need to be boarded at the Vet/Clinic/Pet Hospital. If we cannot reach you, we will do what is in the best interest of your pet and follow the professional opinion of the Veterinarian.
- 15. You must agree to cover the possible emergency medical care when booking services with us to a minimum of \$500, and also provide credit card information to Wags-n-Whiskers prior to your absence in case we cannot reach you for any reason. There may also be a fee of \$35 per hour for transport, waiting at the Vet/Clinic/Pet Hospital, and/or picking up any prescribed pet medication.
- 16. Pet Sitter and Client each may terminate this contract at any time by written notice to the other. Pet Sitter will be entitled to payment for all services rendered until notice of termination is received, and for any transition services reasonably required to provide for the health and welfare of Client's pets. If such concerns preclude Pet Sitter from providing further care of the pet, then Client authorizes pet to be placed in a kennel, with all charges therefrom to be charged to Client. Every attempt will be made to notify Client regarding such situation.
- 17.Client acknowledges that by signing below, he/she is providing written approval for the provision of services by Pet Sitter during any service period scheduled by Client and accepted by Pet Sitter. Upon such scheduling and acceptance, Pet Sitter/Company will be authorized to enter Client premises and perform services without additional signed contracts or written authorization and to accept telephone reservations for future visits.

Please note: Due to a pet's excitement to see us, "door darting" may be attempted by a pet. We take every precaution to prevent this from occurring, but do require that all dogs and cats under our care wear an ID tag (or collar) stating their name and your phone number.

I have reviewed this Service Contract in its entirety. The information provided by me is complete and accurate and I agree to all its terms and conditions as set out above.

DATE

PRINT NAME