4/23/2021 Service Contract

Service Contract

For this document and other related forms, the terms Client, Owner, Pet Owner and Customer are

synonymous with the person(s) contracting services for one or more domestic animals. The terms Pet

Care Provider, Service Provider, Company, Pet Sitter or Dog Walker are synonymous with the company

providing those services, Naples Pet Services LLC.

- 1.) Naples Pet Services agrees to provide pet sitting, dog walking and other applicable pet care services in a reliable, caring trustworthy manner. In consideration of the services and as an express condition thereof, the Client expressively waives and releases Naples Pet Services from any and all claims against the company, its owners, employees and representatives, except those arising from negligence or willful misconduct on the part of Naples Pet Services.
- 2.) Naples Pet Services agrees to notify Client of any issues or concerns regarding the pet(s) and/or services scheduled immediately upon discovery of those issues or concerns.
- 3.) Client agrees to notify Naples Pet Services of any concerns within 24 hours of completion of services.
- 4.) Client agrees to pay all charges accrued for services rendered. Client understands that payment is due at or prior to the time of the commencement of services unless explicably agreed upon supplementary payment terms.
- 5.) Client will incur a \$25 charge for each returned check in addition to any and all bank fees attributes to the returned check.
- 6.) Naples Pet Services reserves the right to charge a cancellation fee of 100% of the scheduled visits for services cancelled with less than 24 hours notice prior to the scheduled service. Naples Pet Services will not reimburse in the form of credit or refund for early dismissals of services due to, but not limited to, Client's late departure or Client's early arrival.
- 7.) Naples Pet Services reserves the right to refuse services to any client, at any time, for any reason.
- 8.) Naples Pet Services is not responsible for Client wanting to rehome their pet(s). Client will incur service charges associated with abandoning their pet(s) to the care of Naples Pet Services for the duration Naples Pet Services has the pet(s) until Animal Control comes to seize the pet(s). Naples Pet Services will continuously make efforts to contact the owner and /or the emergency contacts for 48 hours from the end of the scheduled service until Animal Control is contacted. In the event that the Client will not return on the scheduled day, Client agrees to notify Naples Pet Services to extend the scheduled service and payment must be provided on the date of the request for extension.
- 8.) Client agrees to provide Naples Pet Services with detailed instructions on any and all medication, as well as inform of any administration instructions and the location of all medications and supplies necessary. Naples Pet Services shall not be held accountable for any consequences resulting from incorrect dosage and/or incorrect administration instructions by Client. Naples Pet Services will make all reasonable efforts to provide medications as prescribed and instructed to Client's pet(s). In the event of an uncooperative

- pet(s), natural disaster or impassable road restrictions, Naples Pet Services shall not be held liable for any consequences resulting from missed and/or late medications. In the event of a failure or delay to administer any medication for the pet(s), Naples Pet Services will inform Client immediately for consultation and instruction on how to proceed.
- 9.) Naples Pet Services shall exercise all precautions against sickness or death of Client's pet(s). Naples Pet Services is not responsible for sickness, injury, escape, loss, accidents or death of Client's pet(s), unless caused through negligence or willful misconduct on the part of Naples Pet Services. Naples Pet Services will refuse and/or halt services if pet(s) display any aggressive behavior or aggressive behavior tendencies due to temperament and/or injuries that may result in pet(s) causing harm to themselves and/or others. Naples Pet Services will take reasonable efforts to ensure that Client's pet(s) are not placed in the company and/or presence of aggressive animals, including but not limited to any wild, loose, and/or stray animals that enter into Client's property and/or approach Naples Pet Services with Client's pet(s) and will immediately remove pet(s) from the situation. Naples Pet Services shall not be held liable or responsible for any pet(s) that instigate/initiate fights with other animals, or is attacked and/or injured by other animals in the care of Naples Pet Services. Naples Pet Services will make reasonable efforts to remain alert and observant of the surroundings to ensure any danger is avoided.
- 10.) Client represents and warrants that pet(s) are currently vaccinated in accordance with all local, state and federal laws and regulations. If pet(s) are not currently vaccinated at the time of service, Naples Pet Services may refuse service, suspend and/or halt service.
- 11.) Naples Pet Services will follow the directions of the Veterinary Release Form in the case a pet should become injured or sick.
- 12.) Client accepts responsibility for all medical expenses and other damages resulting from an injury to the Pet Sitter, other persons or other animal(s) caused by the Client's pet(s) or negligent act.
- 13.) Naples Pet Services reserves the right to terminate this contract at any time if the Pet Sitter, in his/her sole discretion, determines that the Client's pet(s) poses a danger to the health or safety of other pets, other people or the Pet Sitter. If concerns prohibit the Pet Sitter from caring for the Pet, Naples Pet Services will attempt to contact the Client to arrange alternative care. If the Client cannot be contacted, the Client authorizes Naples Pet Services to place the pet in a licensed kennel with all charges and fees arising be the responsibility of the Client. Client agrees to reimburse any charges made on behalf of the client within 7 calendar days of the incident.
- 14.) Client agrees to indemnify, hold harmless and defend Naples Pet Services in the event of a claim by any person injured or otherwise damaged by Client's pet(s) or negligent act.
- 15.) Client agrees to notify Naples Pet Services of any signs of illness or injury of pet(s) prior to any scheduled service visit. Naples Pet Services reserves the right to cancel service if pet(s) have any infection/disease, including but not limited to. Rabies, Canine Distemper, Bordetella Bronchiseptica (Kennel Cough), Parvovirus, infestation of fleas/ticks and/or mites, Mange or other skin diseases ect. Client agrees to pay applicable cancellation fees. Client agrees their pet(s) has not been exposed to any contagious illness or infection disease within 30 days prior to start date of service.
- 16.) This document gives Naples Pet Services and its representatives authorization to enter the Client's listed address as needed to perform agreed upon services. Client agrees to provide a physical key prior to booking or prior to the start of service. Client has the option to have the key returned to Client at the end of service. Client has the alternative option to keep the key on file with Naples Pet Services for future services. Naples Pet Services will store the

key in a secured lock box system for all future services and when the key is not in immediate use. Client alternatively has the option of placing a key in a lock box at their residence. In the event of a keyless entry, Client agrees to provide a separate and designated code for entry and store the code in the keyless entry system. In the event that Naples Pet Services can not gain entry to the home, Naples Pet Services will make reasonable efforts to contact the owner and/or emergency contacts. If Naples Pet Services cannot gain entry to the home and cannot reach the owner or emergency contacts, Naples Pet Services will not be held liable and/or responsible for incomplete services due to but not limited to: jammed door and/or lock hardware, power outages, battery failures, battery replacements required and/or equipment malfunctions. Client agrees that Client will be charged for the full visit and service and any related fees if Naples Pet Services is not able to gain entry to the home.

- 17.) Client expressively gives Naples Pet Services the authority to employ a locksmith on their behalf and to promptly, within 48 hours, reimburse Naples Pet Sitting for all costs incurred in the event of a malfunction of the lock, keys or automatic door opener.
- 18.) Client agrees that any use of surveillance devices will not be installed in and/or directed towards any bathroom, bedroom and/or other private area that the Pet Care Provider may use for overnight pet sitting and services. Any footage, video and/or sound shall not be published, distributed and/or used for private or public purposes by the Client. If Naples Pet Services finds that the Client has infringed this clause, Client agrees to pay Naples Pet Services a minimum penalty of \$5,000 per incident, in addition to all legal fees and court costs accumulated by Naples Pet Services within 7 calendar days of discovery.
- 19.) Naples Pet Services is not liable for any loss and damage in the event of a burglary or other crime that should occur while under this contract.
- 20.) Client agrees to properly secure the home prior to leaving the premises. Naples Pet Services will re-secure the home to the best of its ability at the end of each visit.
- 21.) In the case of an emergency, inclement weather or a natural disaster, the Client authorizes Naples Pet Service to use reasonable judgement for the care and well being of Client's pet(s) and residence. Naples Pet Services will make reasonable efforts to maintain service during these conditions but reserves the right to adjust the schedule of services based on the sole discretion of the Pet Sitter.
- 22.) Naples Pet Sitting is not responsible for any damages beyond the control of the Pet Sitter or Pet Care Provider.
- 23.) Client is responsible for supplying the necessary equipment and supplies needed for the care of their pet(s) including, but not limited to, a sturdy, well-fit harness or collar and leash for walks or in case of emergencies, pet food, medications identification tags, litter boxes, cat litter and cleaning supplies. Client authorizes any purchase of necessary equipment for the satisfactory performance of duties. Costs of all purchases and related service fees will be reimbursed to Naples Pet Services within 7 days. Naples Pet Services reserves the right to use its own equipment at the Pet Sitter's discretion.
- 24.) Client authorizes the use of pet(s) pictures on website, social media and/or marketing material for promotional purposes.
- 25.) Client authorizes this contract to be a valid approval for services so as to permit Naples Pet Services to accept all future in person, telephone, online, mail, email or otherwise reservations and provide services without additional signed contracts or written authorizations.
- 26.) The Terms of this document apply to all pets owned by the Client, including any and all new pets that the customer obtains on or after the date this document is signed

Service Contract non-pete that the eactorner obtains on or after the date this accument is digned. 27.) A signed Veterinary Release Agreement, Key Handling Agreement, Pet Information Disclosure, and Contact Information Form, Pet Photo Release Form will be required at the start of Client relationship and will be held on file for all future Service Requests. Client agrees to provide Naples Pet Services with any necessary updates. I, the Client, have read the above terms and conditions. I, the Client, know, understand and agree to all terms stated above. By signing below, I, the Client, am accepting this document as a contractual agreement. Printed Client Name Client Signature Date Printed Naples Pet Services Name Naples Pet Services Signature Date

This content is neither created nor endorsed by Google.

Google Forms