





# PETCARE DELUXE

 (469)740-6269  petcare.deluxe@gmail.com

## Pet Sitting Service Request & Agreement

### 01. Annexures:

**Annexures A and B**, to be completed by the Client, are hereby incorporated by reference and shall form an integral part of this Agreement, provided that they are accepted by the Service Provider. Upon completion of Annexure B, it shall determine the total fee payable by the Client

### 02. Services offered:

- Drop-In visits: (30 or 60 minutes)
- Dog walks within the neighborhood
- Exercise within boundaries of property
- Feeding & water refresh
- Administering medication
- Cleaning litter box / cage
- Trash bins handled (once per week with visit:)
- Plant watering
- Lights and curtains will be adjusted at the first and last visits.
- Mail will be retrieved once per visit.
- Waste will be disposed of in the designated receptacle.

### 03. Signatures

This Agreement may be executed and stored electronically. By signing this Agreement with a digital signature or in person, the Client affirms that all information provided is accurate and complete, and that they have read and agree to all terms and conditions.

### 04. Entire Agreement:

This document constitutes the entire agreement between the parties and excludes any conditions or promises not stipulated in this agreement. It also supersedes any prior oral or written agreements. This Agreement may be amended or modified only by a written agreement signed by all the Parties.

#### SIGNATURES

Signature of Client: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Petcare Deluxe Representative: \_\_\_\_\_ Date: \_\_\_\_\_

## 05. Parties to the Agreement

Pet Sitter (Service Provider):	
<b>Name of Business</b>	<b>Petcare Deluxe</b>
<b>Director:</b>	<b>Berend J. Swanepoel</b>
<b>Address:</b>	<b>634 North Teel Pkwy, Prosper TX 75078</b>
<b>Contact No.</b>	<b>+1 (469)740-6269</b>
<b>Email:</b>	<b>petcare.deluxe@gmail.com</b>

And

Client (Pet Owner):			
<b>Name:</b>			
<b>Address:</b>			
<b>Address:</b>			
<b>Address:</b>		<b>Zip Code</b>	
<b>Contact No.</b>			
<b>Email:</b>			
<b>Neighbor's name:</b>			
<b>Neighbor's Contact Number:</b>			
<b>Relative's name:</b>			
<b>Relative's Contact Number:</b>			
<b>Emergency Guardian's name:</b>			
<b>Guardian's Contact Number:</b>			

### SIGNATURES

Signature of Client: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Petcare Deluxe Representative: \_\_\_\_\_ Date: \_\_\_\_\_

## 06. Pet Details

<b>1<sup>st</sup> Pet's Name:</b>			
Species/Type of Animal:			
Breed:			
Age & Weight:	Age:		Weight in lbs.
Special Health Needs			
Medication:			
Instructions re. Medicine:			
Behavioral Issues/Notes:			
Veterinarian:			
Veterinary Phone:			
Permission to take animal to veterinarian in case of an emergency: (Yes or No)			
<b>2<sup>nd</sup> Pet's Name:</b>			
Species/Type of Animal:			
Breed:			
Age & Weight:	Age:		Weight in lbs.
Special Health Needs			
Medication:			
Instructions re. Medicine:			
Behavioral Issues/Notes:			
Veterinarian:			
Veterinary Phone:			
Permission to take animal to veterinarian in case of an emergency: (Yes or No)			

### SIGNATURES

Signature of Client: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Petcare Deluxe Representative: \_\_\_\_\_ Date: \_\_\_\_\_

## 07. Pet Details

<b>3<sup>rd</sup> Pet's Name:</b>				
Species/Type of Animal:				
Breed:				
Age & Weight:	Age:		Weight in lbs.	
Special Health Needs				
Medication:				
Instructions re. Medicine:				
Behavioral Issues/Notes:				
Veterinarian:				
Veterinary Phone:				
Permission to take animal to veterinarian in case of an emergency: (Yes or No)				
<b>4<sup>th</sup> Pet's Name:</b>				
Species/Type of Animal:				
Breed:				
Age & Weight:	Age:		Weight in lbs.	
Special Health Needs				
Medication:				
Instructions re. Medicine:				
Behavioral Issues/Notes:				
Veterinarian:				
Veterinary Phone:				
Permission to take animal to veterinarian in case of an emergency: (Yes or No)				

### SIGNATURES

Signature of Client: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Petcare Deluxe Representative: \_\_\_\_\_ Date: \_\_\_\_\_

## 08. Pet Details

5 <sup>th</sup> Pet's Name:				
Species/Type of Animal:				
Breed:				
Age & Weight:	Age:		Weight in lbs.	
Special Health Needs				
Medication:				
Instructions re. Medicine:				
Behavioral Issues/Notes:				
Veterinarian:				
Veterinary Phone:				
Permission to take animal to veterinarian in case of an emergency: (Yes or No)				

## 09. Extension of Service:

In the event that the Client elects to extend their trip, Petcare Deluxe must be notified no less than twelve (12) hours prior to the scheduled time of the final visit. Upon such notice, the service schedule shall be amended accordingly, and the terms of this Agreement shall be extended under the same conditions as originally agreed herein. The Client agrees to pay all additional fees incurred as a result of the extension, pursuant to the rates and terms set forth in this Agreement.

## 10. Payment Schedule

Payment for services shall be due in full within twenty-four (24) hours after the Client receives confirmation from the Service Provider accepting the assignment to perform pet sitting services. Timely payment is required to reserve and secure the booking. Failure to remit payment within this timeframe may result in cancellation of the reservation and the forfeiture of service availability.

## 11. Accepted payment methods:

- Cash in \$
- Electronic transfer

**Proof of payment must be e-mailed to the Service Provider to secure reservation**

SIGNATURES

Signature of Client: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Petcare Deluxe Representative: \_\_\_\_\_ Date: \_\_\_\_\_

## 12. Access to Property:

The Client hereby grants Petcare Deluxe and its authorized agents permission to enter the Client's premises during scheduled service dates for the purpose of performing pet care and related services.

Petcare Deluxe agrees to exercise reasonable care in securing and re-securing the premises during each visit.

The Client agrees to provide all necessary access tools, including keys, remotes, fobs, and entry codes.

Petcare Deluxe agrees to safeguard all information and return all items upon completion of the service period or upon request.

The Client is responsible for ensuring the home is secured before departure.

## 13. Cancellation and Refund Policy

- 30 Days or More Before First Scheduled Visit: Full refund of any payments made.
- 7 to 29 Days Before First Scheduled Visit: 50% of total service fee is refundable.
- Less Than 7 Days Before First Scheduled Visit: No refund; full payment is required.
- Rebooking After Cancellation: No refund will be issued upon cancellation of a rebooked appointment; full payment is required.

All cancellations must be submitted in writing to [petcare.deluxe@gmail.com](mailto:petcare.deluxe@gmail.com).

## 14. Veterinary Authorization

In the event of illness or injury to the pet(s), the Client authorizes Petcare Deluxe to seek veterinary care at its discretion if the Client cannot be reached promptly. Petcare Deluxe is authorized to make decisions on behalf of the Client based on the recommendations of the attending veterinarian.

- The Client authorizes the release of veterinary records from their regular veterinarian to any attending veterinarian for the purpose of providing emergency or ongoing care to his/her pet(s).
- The Client also agrees to reimburse the veterinarian for the medical assessment and care of the pet and accepts full financial responsibility for such costs.
- In the event that Petcare Deluxe, at its own discretion, accepts responsibility for veterinary costs incurred on behalf of the Client for the pet(s) mentioned in this agreement, the Client will reimburse Petcare Deluxe within 7 days after the invoice of the veterinarian was received and forwarded to the Client.

### SIGNATURES

Signature of Client: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Petcare Deluxe Representative: \_\_\_\_\_ Date: \_\_\_\_\_

## 15. Severe Medical Emergency Directive

- You need to choose a Severe Medical Emergency Directive for your pets being option one or option 2 mentioned below.
- You release Petcare Deluxe and its owners and employees and the owner and employees of the veterinary clinic from any liability in honoring your selected Directive as described below:
- If, in the opinion of the attending veterinarian(s), your pet's medical condition becomes terminal and hopeless, or death is imminent; or your pet is in a state of permanent unconsciousness; or your pet is suffering and it would be inhumane to keep your pet alive; or there is no reasonable expectation that your pet will recover and regain a meaningful quality of life; or your pet is in the terminal state of an irreversible fatal illness, disease, or condition; then, you direct that further treatment by life sustaining procedures, methods, and devices involving therapeutic or emergency care be:

**Option A** – **withheld and withdrawn.** I further direct that all treatments be limited to comfort and pain management measures only, even if they shorten my pet's life.

I authorize Petcare Deluxe to consent on my behalf for humane euthanasia under these circumstances.

**Option B** – **initiated and continued care** and treatment indefinitely, regardless of the expected outcome and cost of treatment.

I understand that even with treatment by life sustaining procedures, methods, and devices, and therapeutic and emergency care, my pet's condition may not improve, and my pet may die during treatment.

By signing this agreement, you irrevocably agree to the terms and conditions outlined in this Veterinary Directive.

**Client's chosen option:**

<b>Option:</b>		Signature of Client:	
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## 16. Animal Behavior and Handling:

Care will only be provided for non-aggressive animals that are comfortable being handled by the Pet Sitter. The Client confirms that the pet(s) are not known to be aggressive and that they will allow safe handling by the Pet Sitter. The Pet Sitter reserves the right to refuse or terminate services if the animal's behavior poses a risk to their safety.

SIGNATURES

Signature of Client: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Petcare Deluxe Representative: \_\_\_\_\_ Date: \_\_\_\_\_

## 17. Inclement Weather:

The Emergency Guardian is appointed specifically for Inclement weather emergencies. The Inclement Weather Guardian should live within walking distance, be home during the dates of the reservation, and be able to enter Client's property to care for the pet(s) if called upon to do so in the event severe weather or natural disaster that has caused roadways to be impassable or unsafe to travel, preventing the Service Provider from reaching the Client's property and pet(s).

## 18. Vaccinations & Zoonotic Disease:

The Client warrants that the pet(s) to be cared for are currently vaccinated for rabies as required by state law; OR if the pet is not currently vaccinated for rabies, the pet's veterinarian has provided a medical waiver.

The Client warrants that the pet(s) has/have no known zoonotic diseases. Should the Client be made aware of a zoonotic disease, (disease that can be transmitted from animals to humans) the Client will notify the Pet Sitting Company promptly and cancel all scheduled services. Veterinary written confirmation of such condition will result that no cancellation fee is payable if such notification be presented to the Service Provider not less than 48 hours before the first date of the start of service.

## 19. Photo/Video/Updates:

The Client grants Petcare Deluxe permission to take photos and videos of his/her pet(s) for updates, advertisements, website and for use of marketing and promotional purposes on any social media and other platforms at the sole discretion of Petcare Deluxe.

Petcare Deluxe will provide photo/video updates and behavioral reports after each visit, unless otherwise requested by the Client.

## 20. Liability & Insurance:

- The Pet Sitter will provide services in a safe and responsible manner.
- Petcare Deluxe acknowledges and affirms its responsibility to maintain appropriate insurance coverage for the benefit of the company and its employees, if any. Petcare Deluxe currently maintains an active liability insurance policy intended to cover potential damages, losses, or incidents that may arise in the course of providing care for your pet.
- Petcare Deluxe waives any rights to recover from the Client specified in this agreement any compensation **for injuries** that Petcare Deluxe (and the company's employees, if any) may sustain while performing services under this Agreement if such claims are covered by the comprehensive insurance coverage obtained by the Service Provider
- The Client agrees to indemnify and hold the Pet Sitter harmless for any injury, illness, or death of his/her pet unless caused by proven **negligence or misconduct of the Pet Sitter**.
- The Client is responsible for any damage to their own property caused by their own pet(s).
- The insurance also covers legal expenses, such as attorney fees for the Service Provider should Petcare Deluxe gets involved in a legal dispute related to their services provided.

## SIGNATURES

Signature of Client: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Petcare Deluxe Representative: \_\_\_\_\_ Date: \_\_\_\_\_



## 21. Pet Abandonment:

If the Client fails to resume care, custody, and control of the pet(s) mentioned herein on the agreed upon date and time, and extended reservation charges are incurred and remain unpaid for 10 days, and reasonable effort to compensate Petcare Deluxe has not been made by the Client or his representative, the pet(s) will be considered “Abandoned”. In such event, Petcare Deluxe is authorized to transfer the pet(s) to an appropriate animal shelter or care facility. Upon such transfer, Petcare Deluxe is released from any further responsibility or liability for the pets' safety, care or return to the Client.

## 22. Limitation of Liability

**Unless caused by negligence or willful misconduct, the Client releases Petcare Deluxe and its employees from all liability related to:**

- A. Any damage beyond the control of the Service Provider, such as damage caused by the elements, severe weather, or natural disaster.
- B. Any damage reported in writing to the Service Provider if done more than 24 hours after the agreed service was terminated.
- Notwithstanding any other provision in this Agreement, the total liability of Petcare Deluxe, whether in contract, delict/tort (including negligence or willful misconduct), breach of statutory duty, or otherwise, for any and all claims, losses, damages, or liabilities arising from or in connection with the services provided under this Agreement—and not covered by any applicable insurance policy maintained by Petcare Deluxe—shall be strictly limited to an amount not exceeding the total fees actually received by Petcare Deluxe from the Client for the specific service giving rise to the claim.
- This limitation applies regardless of the cause of action and shall survive the termination or expiration of this Agreement. Under no circumstances shall Petcare Deluxe be liable for any indirect, consequential, incidental, special, punitive, or exemplary damage, including but not limited to loss of income, loss of data, or emotional distress, even if advised of the possibility of such damage.
- The Client has no right to claim from the Service Provider special, punitive, circumstantial, or other damages.
- Petcare Deluxe, including its employees, shall not be held liable for any breach of security, loss, or damage to the Client's property or pet resulting from the actions of any third party who gains access to the property during the term of this Agreement, including but not limited to burglary or criminal trespass, provided such individual is not employed by or acting on behalf of Petcare Deluxe. The Client expressly acknowledges and agrees that Petcare Deluxe assumes no responsibility for any such incidents or resulting damages.

### SIGNATURES

Signature of Client: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Petcare Deluxe Representative: \_\_\_\_\_ Date: \_\_\_\_\_

- Petcare Deluxe shall not be held liable for any mishap, injury, loss, or damage of any kind that may occur to your pet or be caused by your pet while the pet is not under the direct supervision of the Service Provider.
- Petcare Deluxe is released from all liability related to transporting pet(s) to and from any veterinary clinic or kennel.
- The Client agrees to release and hold harmless Petcare Deluxe, its agents, employees, and contractors from any and all liability for injury, illness, death, or property damage resulting from the actions of the Client's pet, including but not limited to injuries caused to other animals, persons, or property. Furthermore, Petcare Deluxe shall not be held liable for any injury, illness, or death of the Client's pet arising from interactions with other animals or from circumstances beyond reasonable control of Petcare Deluxe.

### **23. General Terms:**

- Pet care responsibilities may not be shared with someone else not affiliated with Petcare Deluxe for the duration of the Agreement as stated in this document.
- The Pet Sitter services will be available for the duration of this agreement.
- In the event that a locksmith's service is needed for a faulty lock the Client undertakes to reimburse Petcare Deluxe for all expenses incurred within 7 days after the invoice of the locksmith was received and forwarded to the Client.
- Petcare Deluxe reserves the right to cancel the agreement at any time without any obligations if the pet owner does not comply with the terms of the agreement
- It is the responsibility of the Client to inform all his/her neighbors that the employees of Petcare Deluxe may be on the Client's property to execute the duties of a Pet Sitter as agreed.
- Petcare Deluxe will not be held liable for any damage to the property if caused by storms or whatever act while this agreement is in force nor does the company accept liability for any bills including bills for emergency services rendered by a company for the benefit and protection of the Client's property.
- The Client is responsible for pet-proofing his own house, yard, the security fences/gates and latches.
- Petcare Deluxe will not be liable for the injury, disappearance, death or fines with regard to any pet unless gross negligence by Petcare Deluxe can be proofed.
- Petcare Deluxe will not be held liable for loss or damage to the Client's property or pets in the event of a burglary or any other crime that should occur at the Client's premises.
- Any reference to pets in this contract shall refer to only those specified in this agreement.
- If a natural disaster prevents the Service Provider to render the service as agreed herinto, the Client as mentioned in this agreement authorizes Petcare Deluxe to place the pet in a pet care facility, e.g. a kennel or cattery. All charges incurred will be payable by the Client. This agreement will then be terminated and Petcare Deluxe will then be released from its responsibilities the moment the pet care facility accepts liability for the animals.

### **SIGNATURES**

Signature of Client: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Petcare Deluxe Representative: \_\_\_\_\_ Date: \_\_\_\_\_

## **24. Governing Law & Disputes:**

This Agreement shall be governed by and interpreted under the laws of the State of Texas. Any dispute shall be resolved by mediation or arbitration in Texas, unless the parties agree otherwise in writing.

## **25. Severability:**

- If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.
- If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

## **26. Independent Contractor:**

Petcare Deluxe operates as an independent contractor. Nothing in this Agreement shall be construed to establish an employer-employee relationship between the Client and Petcare Deluxe.

## **27. Interpretation Clause:**

In this Agreement, unless the context indicates otherwise:

- Words importing the singular shall include the plural, and vice versa.
- Words importing the masculine gender shall include the feminine, and vice versa.
- Words importing persons shall include natural persons, juristic persons, partnerships, trusts, and other legal entities.
- The term "Service Provider" shall refer to Petcare Deluxe, its successors-in-title, assigns, and any duly appointed or designated employee, contractor, agent, or representative acting on its behalf. For the purposes of this Agreement, "Petcare Deluxe" shall also refer to the owners of the company, in the same manner as the term "Service Provider" is used herein to describe the above-mentioned parties.
- The term "Client" shall refer to the person or legal entity applying for, contracting with, or making use of the services offered by the Service Provider, as listed or described in any official documentation, form, schedule, or website of Petcare Deluxe.
- Headings and clause titles are for convenience only and shall not affect the interpretation of this Agreement.
- References to any law, statute, or regulation shall include any amendment, re-enactment, or replacement thereof.
- Unless expressly stated otherwise, any reference to "including" or "includes" shall be construed as being "without limitation."
- Any schedules or annexures attached to this Agreement shall form an integral part of this Agreement.
- Where a party is required to perform any act or refrain from any act, such obligation shall extend to its employees and agents.

### **SIGNATURES**

Signature of Client: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Petcare Deluxe Representative: \_\_\_\_\_ Date: \_\_\_\_\_

## 28. Information needed to provide the required service:

PET CARE INFORMATION:	
Location of bowls:	
Location of the Food:	
Location of Leashes and harnesses:	
Location of Litter Box:	
Location of Poop Bags:	
Location of Cleaning Supplies:	
Where must the animals be secured? (Inside home/Yard)	

## 29. Instructions

<b><u>ADDITIONAL INSTRUCTIONS:</u></b> <i>Client is' responsible to give clear instructions!</i>
<b>Instructions for hot weather:</b>
<b>Instructions for rainy weather:</b>
<b>Feeding instructions:</b>

### SIGNATURES

Signature of Client: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Petcare Deluxe Representative: \_\_\_\_\_ Date: \_\_\_\_\_

### 30. Details for Home Care:

Location of Mailbox:	
Number of Mailbox:	
Location of Trash Can:	
Trash pick-up day:	
Trash pick-up time:	
Frequency "inside" plants must be watered:	
Frequency "outside" plants must be watered:	

### 31. Keys:

Key pickup instructions:		
Key return instructions:		
Gate Key tested by Client?		
House door key tested by Client?		
Mailbox key tested by Client?		

**The Pet Sitter may not lock/leave keys inside of house when this agreement ends. The Client might, due to unforeseen circumstances, not return at designated time while animals must be cared for.**

#### SIGNATURES

Signature of Client: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Petcare Deluxe Representative: \_\_\_\_\_ Date: \_\_\_\_\_

### 32. Access Codes:

Gate code:	
Key access (identify door):	
Door access code:	
Alarm Company:	
Alarm Company contact no.:	
Alarm/ access code:	
Alarm Code name:	
Remote control provided for:	

### 33. Security System Instructions:


#### SIGNATURES

Signature of Client: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Petcare Deluxe Representative: \_\_\_\_\_ Date: \_\_\_\_\_