



# *Terms of Agreement*

## **Terms of Agreement**

Last Updated: 06/11/2025

I understand and agree to the following terms and conditions by signing up with Westchase Sitters and using the app and platform.

### **REVISION OF TERMS**

I ACKNOWLEDGE THAT WESTCHASE SITTERS RESERVES THE RIGHT TO REVISE, MODIFY, AND/OR SUPPLEMENT THESE GENERAL TERMS OF AGREEMENT (REFERRED TO AS THE "REVISED TERMS") AT ITS DISCRETION. THE REVISED TERMS WILL BECOME EFFECTIVE IMMEDIATELY AFTER NOTICE IS PROVIDED THROUGH THE WESTCHASE SITTERS INTERNAL COMMUNICATION SYSTEM OR OTHER MEANS DETERMINED BY WESTCHASE SITTERS. IF I DO NOT CONSENT TO THE REVISED TERMS, I MUST DISCONTINUE THE USE OF THE SERVICE. MY CONTINUED USE OF THE SERVICE AFTER RECEIVING NOTICE CONSTITUTES EXPLICIT AGREEMENT TO BE BOUND BY THE REVISED TERMS.

### **Privacy Policy**

Please refer to the Westchase Sitters Privacy Policy for information on how Westchase Sitters collects, uses, and discloses information about you.

### **Liability**

I acknowledge that the sitters referred to my family through Steeplechase Operation LLC, DBA Westchase Sitters are strictly referrals. In the event of any incident involving my child(ren), pet, home, or vehicle during sitting, Steeplechase Operation LLC, DBA Westchase Sitters will not be held liable.

### **Service Definitions**

Westchase Sitters offers various types of services to meet different family needs. Each role has a unique scope of responsibility:

- **Babysitting:** Short-term, flexible care focused on supervision, safety, and basic routines that may include transportation.
- **Nannying:** Regular, ongoing care that may include transportation, light housekeeping, and meal preparation depending on the family's needs.



- **Tutoring:** One-on-one academic support tailored to a child's learning level. Tutors are not all certified teachers and do not guarantee grade or test score improvement.
- **Sidekicks:** Hybrid helpers who assist with a mix of childcare, light household tasks, and occasional errands. This service is not intended to replace full-time domestic staff, licensed professionals, or formal educators.
- **Pet Sitting & Overnight Care:** Includes scheduled visits or extended stays based on the service request, with expectations outlined at booking.

### **Indemnification**

I agree to indemnify and hold harmless Steeplechase Operation LLC, DBA Westchase Sitters, and its affiliates from any claims, damages, liabilities, or expenses arising out of or related to my own actions, omissions, or failure to adhere to these terms.

### **Force Majeure**

Westchase Sitters shall not be held liable for failure to perform its obligations if such failure is caused by acts of God, pandemics, government restrictions, natural disasters, or other circumstances beyond its reasonable control.

### **Booking Terms**

The minimum booking time for all requested babysitting dates is 2 hours. Booking for less time still incurs the 2-hour fee.

### **Membership and Booking Fees**

I understand that a Membership is optional. However, there will be a one-time agency booking fee of \$15 per request. Alternatively, I can opt for membership and enjoy free bookings.

### **Booking Fee Policy**

By agreeing to these terms, you understand that all booking fees, including last-minute booking fees, are non-refundable. These fees cover the time and resources involved in processing and coordinating each request.

In rare cases, such as when we are unable to fulfill a booking, the agency may issue an account credit at our discretion. While not guaranteed, we do our best to support our families whenever possible and review each situation with care.

### **Last-Minute Bookings and Cancellations**

If I request a sitter within 24 hours of the needed time, I will be charged \$30 (\$15 for the sitter and \$15 for the agency). Cancellations within 24 hours of the scheduled date are subject to a cancellation policy, with fees of \$25 for the agency and \$35 for the sitter.



Cancellations made within 3 hours of the scheduled time are subject to 100% of the total booking cost.

**No-Show Policy**

If I request a Sitter and forget about the booking, resulting in the Sitter arriving at my home without my presence or knowledge, I understand that I am responsible for their full payment.

**Rates**

I understand that the rates for babysitting, pet sitting, nannyng, tutoring, overnight care, and Sidekicks are listed on Westchase Sitters' website, accessible at <https://westchasesitters.com>.

**Payment Responsibility**

I am responsible for paying the agency invoice within 24 hours of receipt. Failure to do so will result in a late fee of \$50.

**Booking Protocol**

I understand that all bookings must be made through Steeplechase Operation LLC, DBA Westchase Sitters. Booking outside of this agency breaches the agreement and may result in permanent loss of services.

**Non-Circumvention**

I acknowledge that attempting to circumvent the booking process by directly contacting a sitter outside of the Westchase Sitters platform is a violation of this agreement. Such circumvention undermines the agency's relationship with its sitters and the effectiveness of its service.

**Interference with Contractual Relationship**

I agree not to interfere with the agency's contractual relationship with the sitter. During the term of this agreement or for a period of 2 years following its termination, I will not solicit, hire, or attempt to engage the services of a sitter who has worked with the agency. Violation of this term will result in liquidated damages of \$1,500.

**Overnight/Vacation Sitting**

Final payment for overnight/vacation sitting is due on the last day. Cancellation policies and additional fees apply as outlined on Westchase Sitters' website accessible at <https://westchasesitters.com/overnight-babysitting>.

I understand if travel is required separately, the agency requires that gas be reimbursed to the Sitter and that this will be taken care of through the app and/or platform.



I understand that meals and housing accommodations must be included.

I understand that all travel confirmations MUST be provided 48 hours prior to departure, including: housing accommodations, flight boarding passes, transportation, meals, etc.

#### **Health & Illness Disclosure**

I agree to notify the agency if any child in my household is sick, has been exposed to a contagious illness, or requires special medical attention. I understand that Westchase Sitters reserves the right to cancel or reschedule care in such instances to protect the health of its Sitters and other families.

#### **Pet Sitting Disclaimer**

I understand that pet sitting services are provided to the best of the sitter's ability, but that pets can be unpredictable. I release Westchase Sitters and its Sitters from liability related to pet behavior, including injury to persons, property, or other animals while under the sitter's care.

#### **Dispute Resolution**

In the event of any dispute arising from this agreement, both parties agree to first attempt resolution through mediation. If unresolved, disputes shall be submitted to binding arbitration in Hillsborough County, Florida.

#### **Jurisdiction and Governing Law**

This agreement shall be governed by the laws of the State of Florida. Any legal action must be filed in the courts of Hillsborough County, Florida.

#### **Photo Release**

I acknowledge and consent to the agency's photo release terms, allowing sitters to take pictures of my children for specific purposes such as sending to me as the parent/legal guardian. Examples include: pictures for assessing injuries, or pictures taken of the kids enjoying different activities they are doing.

In the event that any media taken by Steeplechase Operation LLC, DBA Westchase Sitters, or its sponsors, co-hosts, partners or collaborators is used, I release Steeplechase Operation LLC, DBA Westchase Sitters and its affiliates from any and all liability.

Videos and photos may be used on Steeplechase Operation LLC's website, Instagram, Facebook, and YouTube for marketing purposes.

I understand that Steeplechase Operation LLC, DBA Westchase Sitters will not share



information such as children's names or locations and that the use of photos is limited to marketing and advertising.

I understand and acknowledge that if I wish to prohibit the sharing of photos or videos of my children, I am required to provide immediate written notice to Westchase Sitters at [info@westchasesitters.com](mailto:info@westchasesitters.com).

### **Communication Consent**

I grant consent for Westchase Sitters to communicate with me regarding the service or related features through SMS, text message, email, or other electronic means. Standard rates and fees from my carrier will apply.

### **Paid Memberships**

Access to certain services and features of the Service require a paid membership or booking fees ("Paid Membership"). Upon registration for a Paid Membership, you agree to pay Westchase Sitters the applicable membership fees at the prices then in effect, and you authorize Westchase Sitters to charge your chosen payment method in connection therewith. Westchase Sitters reserves the right to correct any payment errors even if it has already requested and/or received payment.

Westchase Sitters may use third-party payment processing services to process credit card payments and information in connection with the payment of membership fees and other amounts payable in connection with the Service. Westchase Sitters hereby expressly disclaims, and you hereby expressly release Westchase Sitters and its affiliates from, any and all liability whatsoever for any controversies, claims, suits, injuries, loss, harm and/or damages arising from and/or in any way related to Westchase Sitters' use of third-party payment processing services, including without limitation for any damage that may result should any such information be released to any third parties. For further information about Westchase Sitters' use of payment processing services, please contact Westchase Sitters by email at [info@westchasesitters.com](mailto:info@westchasesitters.com).

Westchase Sitters may offer limited-time, free trial memberships or other promotions from time to time. In some cases, which will be disclosed at the time of sign-up, these promotions may automatically convert to Paid Memberships if you do not cancel within a designated time frame. In such instances, if you continue your membership after the end of the free trial or promotional period, you will be charged the price then in effect. To avoid such charges, you must cancel your membership prior to the end of the free trial or promotional period directly on the app/platform or by calling Westchase Sitters at 813.461.3897, or by emailing at [info@westchasesitters.com](mailto:info@westchasesitters.com).

**Automatic Renewal and Cancellation**

Paid Memberships and some paid features (“Features”) may be automatically extended for successive renewal periods of the same duration as the Paid Membership and/or Feature term originally selected (as indicated at the time of sign-up). IF YOU SIGN UP FOR A PAID MEMBERSHIP OR FEATURE THAT IS SUBJECT TO AUTOMATIC RENEWAL, YOU AGREE THAT THE TERM OF SUCH PAID MEMBERSHIP OR FEATURE WILL BE AUTOMATICALLY RENEWED AT THE END OF EACH TERM UNLESS AND UNTIL YOU CANCEL PRIOR TO THE END OF THE CURRENT TERM BY DOING SO ON THE APP/PLATFORM OR BY CALLING WESTCHASE SITTERS AT 813.461.3897 OR EMAILING [INFO@WESTCHASESITTERS.COM](mailto:INFO@WESTCHASESITTERS.COM).

At or near the time of each renewal, you authorize Westchase Sitters to charge your selected payment method the then-current, applicable fee in accordance with the Paid Membership or Feature you selected. Upon cancellation, you will have access to the Paid Membership and/or Feature benefits until the end of the then-current Paid Membership and/or Feature term, and the Paid Membership and/or Feature will not be renewed after that term expires. You will not be eligible for a refund of any portion of the Paid Membership and/or Feature fees paid for the then-current Paid Membership and/or Feature period, except as expressly provided in these Terms of Use. Westchase Sitters is not responsible for and will not reimburse any fees incurred by you from your bank or other financial institution, including without limitation overdraft charges and insufficient funds charges.