

Pam's Pet Care– Legal Considerations

For the purposes of this document, the terms Client, Guardian, Pet Guardian, and Customer are synonymous with the person contracting services for one or more domestic animals.

1. Payment in full is due on or by the tenth of each month for dog walking services anticipated by Pet Guardian during that month. For vacation care, payment is due in full by the first scheduled visit. A late fee of \$7.00 per day will be assessed for each day beyond the due date in which payment has not yet been received by Pam's Pet Care. Payment for services not received during a given month will be refunded to the Client at the time of the next billing, unless it is determined by Pam that a refund is not owed to the Client.

2. There will be a **\$20 service charge** for each returned check, in addition to bank fees.

3. Unpaid service may be cancelled without notice, including prior to or during the service period.

4. Cancellation Policy:

For dog walks:

- **Cancellation occurs after 12 AM CT** on day of scheduled service: No refund; payment due in full. This does not apply if the cancellation brings the number of walks for that month below the minimum number for which payment is required each month. In said case, payment would be due in full and no refund would be granted.
- **Less than 24-hour cancellation notice, prior to 12 AM CT** on day of scheduled service: Charge refunded, less \$7.00 cancellation fee. This does not apply if the cancellation brings the number of walks for that month below the minimum number for which payment is required each month; in said case, payment would be due in full and no refund would be granted.
- **24-hour cancellation notice** prior to scheduled service: No charge; refund in full if pre-paid. This does not apply if the cancellation brings the number of walks for that month below the minimum number for which payment is required each month. In said case, payment would be due in full and no refund would be granted.

For vacation care visits:

- Cancellation fees will be dependant on the specific circumstances of each situation and will be determined by Pam and be at Pam's discretion at the time that each incident occurs or following each incident.

If Client terminates service for a given time period (including but not limited to a month of dog walks or a vacation) after having presented payment for service for that time period, no refund will be granted for canceled service. If Client terminates service for a given period, during that period, without having presented payment for the planned service for that period, payment will still be due in full for services that had been anticipated by Pam for that time period.

5. If Pet Sitter arrives at your home at the scheduled time and for whatever reason Pet is not present and does not return within 5 minutes, Pet Sitter will leave premises and Pet Guardian will be fully responsible for the fee for that visit.

6. Reservations are made to plan sitter availability to clients. Therefore, clients returning home early will be required to pay for the reserved amount of time scheduled.
7. All Clients receiving dog walking services at the standard rate and/or between the hours of 11:00 AM and 3:00 PM must provide payment for a minimum of four walks per week, unless a special agreement has been made between Pam's Pet Care and Client for Client to provide payment for either fewer or more walks per week.
8. Pam's Pet Care is not responsible for wilted, dead or otherwise unhealthy plants. Pam's Pet Care will work hard to follow your written directions as precisely as possible, but cannot be responsible if the results are not favorable. ***Please place all indoor plants together on a waterproof surface in plain sight***, as your pet sitter is not responsible for water damaged areas or missed plants.
9. Pam's Pet Care is not responsible for damage to the home beyond the control of the Pet Sitter. This includes, but is not limited to leaks, electrical problems, and acts of nature. In these situations, the company will attempt to contact the customer and then the emergency contact before making a subjective decision on dealing with the problem. All repairs and related fees (including emergency service time and coordination fees) will be paid by the client, or fully reimbursed to Pam's Pet Care within 10 days.
10. Pam's Pet Care is not responsible for any damage to property of the client or others unless such damage is caused by the negligent act of the Pet Sitter. Pam's Pet Care agrees to remain fully insured through PSA or a comparable entity, including bonding. Pam's Pet Care accepts no responsibility for security of the premises or loss if other individuals have access to a client's home, or if the home is not properly secured.
11. Pam's Pet Care is not liable for any loss or damage in the event a burglary or other crime that should occur while under this contract. Pet Guardian agrees to secure home prior to leaving the premises. Pam's Pet Care will re-secure the home to the best of its ability at the end of each visit. While keys are in the possession of a Pet Sitter, they will be either on the Sitter's physical person, or be properly stored an undisclosed location. Pam's Pet Care subscribes to insurance coverage through PSA for lost key lock replacements.
12. Pam's Pet Care is not responsible or liable for any unfavorable outcomes that are a result of the Client choosing every-other-day vacation visits over more frequent visits.
13. Pam's Pet Care is not responsible or liable for any unfavorable outcomes that are a result of the Client choosing to split service time or tasks between Pam's Pet Care and other services or individuals.
14. Pet Guardian must have legal rights to place the animals in the care of Pet Sitters, Kennels, and Veterinary Clinics.
15. The terms of this document apply to all the pets owned by the client, including any and all new pets that the customer obtains on or after the date this document was signed or any pets visiting the Client's home and placed in care of Pam's Pet Care, at any and all locations the owner designates for service.
16. Pet Guardian is responsible for pet-proofing house and yard, and the security fences/gates/latches. Pam's Pet Care will not be responsible for the safety of any pets and will not be liable for the injury, disappearance, death, or fines of any pet with unsupervised access to the outdoors.
17. Pam's Pet Care is authorized to seek any emergency veterinarian assistance needed during visits, at the cost of the client, from any veterinarian as chosen by the sitter. However, Pam's Pet Care is not responsible for the health or well being of the animal.

18. Pet Guardian is responsible for supplying the necessary, safe equipment/supplies needed for care of their pet(s), including but not limited to a sturdy, well-fit harness (halter, collar, etc...) for walks or in case of emergencies, firmly affixed vaccination tags, a lead rope or leash, pooper scoopers, litter boxes, cleaning supplies, medicines, pet food, and cat litter. Pet Guardian authorizes any purchases necessary for the satisfactory performance of duties. Pet Guardian agrees to be responsible for the payment of such items, as well as service fees for obtaining items, and will reimburse Pam's Pet Care within 10 days for all purchases made.

19. Pet Guardian will be responsible for all medical expenses and damages resulting from an injury to a Pet Sitter, or other persons, by the Pet. Customer agrees to indemnify, hold harmless, and defend Pam's Pet Care, in the event of a claim by any person injured by the Pet.

20. It is suggested that arrangements be made with someone to evacuate your pets in case of a disaster or weather-related event/ crisis/ "Code Red". Pam's Pet Care will try to see to your pets' safety/care should such events occur, but cannot guarantee it.

21. Future Services: I authorize this contract to be valid approval for services so as to permit Pam's Pet Care to accept all future telephone, online, mail, or e-mail reservations and enter my home without additional signed contracts or written authorizations.

22. Pam's Pet Care reserves the right to terminate this contract at any time if the Pet Sitter, in his/her sole discretion determines that Guardian's pet poses a danger to the health or safety of itself, other pets, other people, or the Pet Sitter. If concerns prohibit the Pet Sitter from caring for the pet, the Guardian authorizes the pet to be placed in a kennel (or previously arranged locale), with all charges (including but not limited to transportation, kenneling, tranquilizing, treating, accessing, and liability) to be the responsibility of the Guardian.

23. Pam's Pet Care agrees to provide services stated in this agreement in a reliable, caring and trustworthy manner. In consideration of the services as an express condition thereof, the Client expressly waives and relinquishes any and all claims against the company and its employees, except those arising from negligence.

24. Client agrees to notify Pam's Pet Care of any concerns within 24 hours of return.

25. This agreement is valid from the date signed, and replaces any prior Legal Considerations agreements. Client agrees to any future Pam's Pet Care term changes relayed verbally to the client, mailed or emailed in writing to the client, or posted on Pam's Pet Care's website.

26. The Guardian states that he/she has read this agreement in its entirety and fully understands and accepts its terms and conditions.

Client/Guardian Name: _____

Signature: _____

Date: _____