

SERVICE AGREEMENT TERMS AND CONDITIONS

For the purposes of this agreement the Pet Sitting service and/or their representatives (Independent contractor, or employees) will be referred to as PET SITTER and the Pet Guardian will be referred to as GUARDIAN. The parties herein agree to the following terms and conditions.

1. A minimum deposit of 50% of the total cost of Pet Care is due before commencement of pet care service; remaining 50% is to be paid at the first visit. Holidays – require a full payment before date of service. A handling fee of \$50.00 or half the total amount of the check (whichever is greater) will be added to all returned checks.
2. Payment for all subsequent Pet Sit be paid in full and left in a conspicuous place for the Pet Sitter at first visit.
3. Refund & Cancellation Policy – **Single visits** and **one-time** services must be cancelled 24 hours in advance in order to receive a 100% refund. A 50% refund is received if cancelled by 9PM the night before service. **NO REFUND** if services are cancelled outside of required advance notice. **Weekly prepaid packages and Holidays** must be cancelled 72 hours in advance in order to receive a 100% refund. A 50% refund is received if cancelled 48 hours before service scheduled start time. **NO REFUND** if services are cancelled outside of required advance notice.
4. If Guardian plans to lengthen their trip, they must telephone Pet Sitter a minimum of 12 hours in advance of last Pet Sit in order to be put back on Pet Sitters schedule. Guardian agrees to pay all additional fees incurred promptly upon their return.
5. Guardian must telephone or text Pet Sitter upon their returning home and leave a message so that we know your pets are back in your care.
6. Guardian agrees to allow pet sitter to take pets to a veterinarian if they become ill or are injured. Guardian will be responsible for all charges incurred for the care of their pet(s) and will guarantee /submit payment to veterinarian treating pet(s) upon notification of pet's illness or injury.
7. If a medical emergency arises for pet, Pet Sitter will make every effort to contact the Guardian but if time is of the essence Guardian authorizes Pet Sitter to seek medical services at the closest Veterinarian Hospital. Guardian agrees to reimburse veterinarian for all services rendered in accordance with Guardians wishes as stated and signed in the "Veterinary Treatment Authorization" form.
8. In the unlikely event of illness or personal emergency to Pet Sitter, Guardian will authorize Pet Sitter to arrange for another qualified person to fulfill responsibilities as set forth in this agreement. Guardian will be notified in such a case.
9. It is the Guardian's responsibility to make sure all of their pet(s) are current on their vaccinations. Should Pet Sitter be bitten or otherwise injured by Guardian's pet(s), Guardian agrees to pay all medical costs and lost wages incurred by Pet Sitter due to such injury.
10. Guardian is responsible for any injury caused to Pet Sitter or the general public by Guardian's pet(s) or condition of Guardian's premises.
11. In the event of inclement weather or natural disaster Pet Sitter will use their best judgment in caring for Guardians pet(s) and home but cannot be held responsible for any damage to home or injury to pet arising from such.
12. If a problem arises such as a pipe rupture, flooding, earthquake, fire, break in, animal destroying fence, etc., Pet Sitter will make every effort to contact Guardian and follow their instructions. If Guardian cannot be reached or immediate action is necessary for the health, safety and welfare of the pet(s), Guardian authorizes Pet Sitter to make any repairs deemed necessary by the Pet Sitter. The Guardian agrees to reimburse Pet Sitter for all expenses incurred for repair of property and will hold Pet Sitter blameless for work done by other.
13. Guardian is to notify Pet Sitter if anyone else has keys or access to Guardian's property other than Pet Sitter during the time the Pet Sitter is caring for Guardian's home and pet(s). Pet Sitter cannot be held liable for damage done to home and pet(s) by others with such access. In addition, Pet Sitter shall not be held liable for damage done by pet to either the interior or exterior of home when Pet Sitter is not there.
14. Pet Sitter is not liable for pets that are left outside or may escape when Pet Sitter is not in attendance.
15. Guardian shall, at Guardian's sole expense, defend Pet Sitter against any claim or demand, whether or not well founded arising from any act(s) of Guardian's pet(s) or relation to Guardian's property. Guardian shall indemnify and hold Pet Sitter free and harmless from all cost, expenses and liabilities in connection with such claims or demands. These costs, expenses and liabilities include amounts paid in settlement before or after suit is commenced, attorney's fees and costs incurred by Pet Sitter in defending against such claims or demands.
16. Pet Sitter will provide the services stated herein in a professional, caring and trustworthy manner. In consideration of these services and as an express condition thereof, Guardian expressly waives and relinquishes any and all claims against Pet Sitter except those arising from gross negligence or willful misconduct on the part of Pet Sitter.
17. Should any section, provision or portion of the agreement be held to be invalid, illegal, void or unenforceable, then such section, provision or portion shall be deleted from this agreement. The remainder of this agreement shall continue in full force and effect.

18. Any controversy or claim arising out of or in relation to this agreement shall be brought to Small Claims Court before any other action is taken. If the matter cannot be resolved in Small Claims Court, then the parties agree to binding Arbitration in accordance with the State where it was signed. The arbitrator shall be based on the rules of the American Arbitration Association.

19. This agreement shall be interpreted and governed by the laws of the State in which it is signed. Each party will perform its obligations in accordance with all the applicable laws, rules and regulations of said State.

20. No term or provision of this agreement shall be waived, and no breach excused verbally. To be effective, each waiver or excuse shall be in writing and signed by the party who waived or excused.

21. Each waiver or excuse shall be independent of all other. Therefore, if a term or provision is waived or breach is excused, that waiver or excuse shall not waive any other term or provision or excuse any other breach.

22. In no event will Pet Sitter be liable to Guardian for any damages, including, but not limited to any lost profits, lost savings or their incidental or consequential damages arising out of Guardians use of Pet Sitter services, nor will Pet Sitter be liable for any claim by any third party, unless gross negligence or willful misconduct is proven on the part of the Pet Sitter.

23. Pet Sitter reserves the right to terminate this agreement at any time before or during its term if Pet Sitter, in their sole discretion, determines that Guardian's Pet(s) poses a danger to the health and/or safety of Pet Sitter. If this occurs Pet Sitter will notify the Guardian immediately of the problem and determine whether Guardian will return or if pet(s) will need to be placed in a kennel with all charges to be charged to the Guardian or under the care of an authorized third party.

24. Guardian authorizes this signed agreement to be valid approval for future services of any purposes provided by this agreement permitting Pet Sitter to accept telephone and email reservations for service and to enter the premises without additional signed agreements or written authorization.

25. _____ By placing my initial here and signing this agreement I am promising to read the Terms and Conditions in their entirety. If I have any questions about the above I will telephone or email the Pet Sitter before the Pet Sit is to begin.

Pet Guardian's Signature

Date

Pet Sitter's Signature

Date