Client name	 PHS Account #

PET HOME SERVICES CONTRACT AND LEGAL CONSIDERATIONS

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

- 1. A **signed Service Request** must be provided before service is provided for any period. At this time, Client will also need to provide up to date vaccination and immunization records for any pet(s) that will be going outdoors and/or off of Owner's property. All Pet(s) going outdoors must wear ID tags.
- 2. Deposit in full is due at time of reservation. Reservations are not held until payment in full is received by PET HOME SERVICES or special arrangements are agreed upon by both parties in writing.
- 3. There will be a **\$10** service charge for each day payment is late.
- 4. Unpaid service may be cancelled without notice, including prior to or during the service period. PET HOME SERVICES reserves the right to deny or terminate services because of safety concerns, financial concerns, or inappropriate or uncomfortable situations.
- 5. PET HOME SERVICES realises that sometimes unexpected things happen and plans need to be changed. However, once time is reserved for Client's pet, chances are other Clients have been turned away. Therefore, a Cancellation Charge may apply Schedule effective 12/10/2015 (% applies to entire service period total):
 - o **0 24 hours** prior to any service, and/or Holidays: Payment in full is charged (no refunds)
 - o 24-48 hours prior to service: 50% of service total is due (equals a 50% refund)
 - o **48 hours,** or more, prior to service: No charge, refund in full.
- 6. Reservations are made to plan Sitter availability to Clients. Therefore, Clients returning home early may be required to pay for the reserved amount of time scheduled. Clients will not have to pay for scheduled Special Services not performed.
- 7. PET HOME SERVICES is not responsible for wilted, dead or otherwise unhealthy plants. PET HOME SERVICES 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.
- 8. PET HOME SERVICES 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 Client and then the emergency contact before making a subjective decision on dealing with the problem. All repairs and related fees (including Special Service emergency service time and coordination fees) will be paid by the Client, or fully reimbursed to PET HOME SERVICES within 7 days of return.
- 9. PET HOME SERVICES 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. PET HOME SERVICES agrees to remain insured through PSA or a comparable pet sitting liability insurance entity during each service period. PET HOME SERVICES accepts no responsibility for loss to the premises if other individuals have access to a Client's home, or if the home is not properly secured.
- 10. At the time that service is booked, Owner will notify Pet Sitter of everyone who has been granted access to the home during the service period. All other individuals that visit the home will leave a log/record of their visits.
- 11. PET HOME SERVICES is not liable for any loss or damage in the event a burglary or other crime that should occur while under this contract. The Client agrees to secure home prior to leaving the premises. PET HOME SERVICES will attempt to re-secure the home to Client instructions 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 secured.

- 12. Client gives PET HOME SERVICES the authority to use a locksmith in the event of malfunction of lock, keys or automatic door opener. Client also agrees to reimburse AT HOME PET CARE, within 7 days of return, for all costs incurred and to hold PET HOME SERVICES harmless for consequences related to the activities of the locksmith.
- 13. The Client must have legal rights to place the animals in the care of Pet Sitters, Kennels, and Veterinary Clinics. The Pet Sitter cannot service a home with "visiting" pets or animals that do not belong to the resident of the service site without separate sets of agreement forms, including a Legal Considerations Agreement, accepted and signed by each rightful Owner(s).
- 14. 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, at any and all locations the Client designates for service.
- 15. Client authorizes PET HOME SERVICES to perform services as outlined in Client Profile, Pet Profile and Veterinary Release, which shall become part of this contract. Client agrees to notify PET HOME SERVICES of any changes to the information on these forms prior to any future service.
- 16. Pet Owner is responsible for pet-proofing house and yard, and for the security of fences/gates/latches. PET HOME SERVICES will not be responsible for the safety of any pets and will also not be liable for the death, injury, disappearance, or legal consequences of any pet with unsupervised access to the outdoors.
- 17. PET HOME SERVICES 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, the Company is not responsible for the health/well being of the animal.
- 18. Pet Owner 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/ID tags, a lead rope or leash, pooper-scoopers, litter boxes, food, cleaning supplies, medicines, pet food, and cat litter. Client authorizes any purchases necessary for the satisfactory performance of duties. Client agrees to be responsible for the payment of such items, as well as service fees for obtaining items, and will reimburse PET HOME SERVICES within 14 days for all purchases made.
- 19. Client will be responsible for all medical expenses and damages resulting from an injury to a Pet Sitter, or other persons, by the Pet. Client agrees to indemnify, hold harmless, and defend AT HOME 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. PET HOME SERVICES will definitely try to see to your pet's safety/care should such events occur, but cannot guarantee it.
- 21. This contract permits PET HOME SERVICES to accept all future telephone, online, mail or email reservations and provide service without additional signed legal considerations/ agreements.
- 22. PET HOME SERVICES may use their discretion to stop and end service at any time that a pet poses a danger to the safety or health of itself, other pets, other people, or the Pet Sitter. If concerns prevent the Pet Sitter from continuing to care for a pet, the Client authorizes the pet to be placed in a kennel, or previously arranged locale if possible. All subsequent charges, including but not limited to transportation, kenneling, tranquilizing, treating, accessing, and liability, are to be the responsibility of the Client.
- 23. PET HOME SERVICES agrees to provide agreed upon services in a professional manner that is trustworthy, caring and dependable. In consideration of the services as an express condition thereof, the Client expressly relinquishes any and all claims against the Company and its employees, except those arising from negligence. Claims of negligence that involve a hired Independent Contractor, hired by AT HOME PET CARE, will be the responsibility of the Independent Contractor and the company they represent. All hired Independent Contractors are required to carry liability insurance with optional coverage or bonding through a reputable company.
- 24. Client agrees to notify PET HOME SERVICES upon their arrival home by phone, text or email. This is simply to ensure that nothing has changed in your itinerary and that your pets are being

- cared for. Client also agrees to discuss **any concerns** with PET HOME SERVICES within 24 hours of return after service.
- 25. This agreement is valid from the date signed, and replaces any prior legal considerations/ agreements. Client agrees to any future PET HOME SERVICES term changes relayed verbally to the client, mailed or emailed in writing to the Client, or posted on our website under the heading Terms.
- ^{26.} PET HOME SERVICES reserves the right to terminate this contract at any time, at its sole discretion; likewise, Client may terminate this contract at any time. There is no term of contract for daily service.
- 27. This signed document is authorisation to enter and remain on the Client's property for the purpose of pet care.
- 28. The Client states that he/she has read this agreement in its entirety and fully understands and accepts its terms and conditions.
- 29. Any public service holiday services are charged at 10% more and are provided at a half the time rate. i.e. 15 minute play becomes 7 minute play etc.

Client Signature	Date	
Tristan Cosman-Jones - Pet Home Services	 Date	