

## TERMS AND CONDITIONS

The parties herein agree as follows:

1. The contract will take effect upon signature by both client and a representative of Club K-9 and Feline Pet Sitting LLC and will remain in effect until terminated by either party as provided herein. The schedule of service is as set forth in the attached form. Client may request additional service at anytime during the contract, subject to provider's availability. All scheduled visits will be governed by the terms of this contract. We appreciate as much advance notice as possible, but will make every effort to accommodate all requests. In the event of an early return home, client must notify provider at least 24 hours in advance to avoid being charged for cancelled/unnecessary visits.
2. The fee per visit shall be \$21.40/visit, plus any costs reasonably incurred in the sole judgment of the provider as necessary for the appropriate provision of the services contemplated. Any additional visits made or services performed shall be billed at the per visit fee quoted above.
3. Provider is authorized to provide the care and services described in this contract, which shall consist of feeding, grooming, exercising and otherwise checking on the well-being of the pet. The provider does not agree to any services beyond that described herein. Should medical attention be necessary, and the veterinarian specified by the client is unavailable, provider is authorized by the signature below to seek emergency veterinary care. The client releases the provider from all liabilities related to the transportation, treatment and the expense of the same. Every attempt will be made to notify the client regarding such situation. However, if client is not reachable and time is of the essence, client authorizes provider to approve medical and/or emergency treatment, excluding euthanasia, as recommended by a veterinarian. Client agrees to reimburse provider for any such expense incurred, plus additional fees for attending to this need, including but not limited to expenses reasonably associated with same.
4. In the event of inclement weather or natural disaster, provider is entrusted to use provider's best judgment in caring for pets in home. Provider will be held harmless for consequences relating to such decisions.
5. Provider agrees to provide the services set forth in this contract in a reliable, caring and trustworthy manner. In consideration of these services and as an express condition thereof, the client expressly waives and relinquishes any and all claims against provider, except those arising from gross negligence or willful misconduct on the part of the provider. The parties hereby agree that as a condition of this agreement, any claims for damages against the provider shall be limited to the amount paid by the client to the provider for the services to be rendered.
6. Client acknowledges that payment is due immediately upon completion of scheduled services without further invoice or notice. A finance charge of 1-1/2% per month will be added to unpaid balances after 30 days. A handling fee of \$25.00 will be charged on all returned checks. Provider reserves the right to require client to pay in advance before services are rendered. In the

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event it is necessary to initiate collection proceedings on the account, client will be responsible for reasonable attorney's fees and costs of collection.

7. In the event of a personal emergency or illness of the provider, client authorizes the provider to arrange for another qualified person to fulfill the responsibilities set forth in this contract. Every attempt will be made to notify the client regarding this situation.
8. Client hereby confirms that all pets are currently vaccinated. In the event provider or provider's agent shall be bitten or otherwise exposed to any disease or ailment received from the client's animal, it will be the client's responsibility to pay all costs and damages incurred.
9. Provider acknowledges that provider is covered by a dishonesty bond and commercial liability coverage. Client agrees that client shall be responsible through homeowner's insurance or other available insurance or assets, for any injuries sustained by provider or provider's agents due to the client's pet or the condition of the client's premises, except for such injuries or damages which are the result of the gross negligence or willful misconduct of the provider or provider's agent.
10. Client expressly confirms responsibility for client's pet, and client shall hold provider harmless for any damages to any person or entity caused by client's pet while under the care of provider, and client shall indemnify and hold provider harmless against any claims relative to same, except in the event of gross negligence or willful misconduct on behalf of provider.
11. We will call you three to five days prior to your contract start date to confirm details. In the event you have not heard from us three days prior to the assignment's scheduled start, please call to assure your pet's loving care has been properly scheduled.
12. Provider or client each may terminate this contract at anytime by written notice to the other. Provider will be entitled to payment for all services rendered until notice of termination is received and for any transition services reasonably required to provide for the health and welfare of client's pets. Provider will not terminate during a period of scheduled services, unless provider determines in its sole discretion that a danger exists to the health and safety of provider or provider's agent. If such concerns preclude provider or provider's agent from providing further care for the pet, then client authorizes the pet to be placed in a kennel, with all charges therefrom to be charged to client. Every attempt will be made to notify client regarding such situation.

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13. This constitutes the entire agreement between the parties. Same may not be amended except by written agreement signed by both parties. Having reviewed the contract in its entirety, both parties have signed below agreeing to all the terms and conditions set forth herein. By signing herein, the parties acknowledge having had a full opportunity to review the terms of the agreement and complete acceptance of the same.

\_\_\_\_\_  
Client Signature

Date: \_\_\_\_\_

CLUB K-9 & FELINE PET SITTING LLC

BY: \_\_\_\_\_  
CAROL COOPER, President

Date: \_\_\_\_\_