

Illawarra Pet Sitting

PET CARE SERVICES AGREEMENT

This Pet Care Services Agreement (“Agreement”) is entered into between _____ (“Provider”) and _____ (“Client”).

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Term

The term of this Agreement shall commence on the date of full signature and continue until the Services are complete and full payment, including expenses, has been rendered.

2. Client Contact Information

Name: _____ Phone: _____

Address: _____

Email: _____

Pet 1 Name: _____ Type: _____ Age: _____

Pet 2 Name: _____ Type: _____ Age: _____

Pet 3 Name: _____ Type: _____ Age: _____

3. Services Performed

It is understood and agreed that the obligations and covenants contained in this Agreement shall apply to all services provided by Provider to Client in the future. Provider will notify Client of price changes for services prior to new assignments.

Provider agrees to provide pet care and other related services on an as-needed basis upon Client’s request. Such services may include, but are not limited to, pet sitting, dog walking, grooming, taxi/shuttle service, home care and plant care. In consideration for such services, Client agrees to pay Provider the current rates in effect at the time that Provider provides the requested services to Client.

Provider’s services will be provided in accordance with Client’s written instructions and requests subject to the terms, conditions and limitations set forth herein which shall govern in the event of a conflict.

For dogs and cats, Client must ensure that each pet's collar includes Client's current contact information and a current council registration tag..

Client is solely responsible for pet-proofing Client's Residence, both inside and out, including securing doors, fences, gates, latches and openings which could potentially result in escape.

4. Payment

A 20% deposit is required at the time of booking. The balance is due before commencement of the service or as mutually agreed by Provider and Client. The deposit is none refundable for cancellations within 48 hours of service commencement. Payment is none refundable if length of service is changed after it has begun.

5. Holiday and Extended Stay Rates

There is a 10% surcharge for Sundays and all public holidays.

A 10% discount applies for stays of 7 days or longer.

A 15% discount applies for stays of 4 weeks or longer.

6. Supplies

Client will be responsible for furnishing all necessary items for the requested pet care, including, but not limited to, adequate food and water supply, medications, crate/bedding, travel equipment, well-fitting collars and leashes, pet waste bags, cat litter, cat litter scoop, and appropriate equipment for safe handling. If necessary, Client hereby authorises Provider to restock such supplies. In the event of a restock errand, Client will reimburse Provider the actual cost of the supplies as reflected in the receipts for purchase, plus a \$15.00 service charge.

7. Pet Safety

Client shall be solely responsible for disclosing to Provider the existence of all pets in the home and any pet allergies, illnesses, health conditions, habits or behaviours (e.g. aggressiveness, biting, escaping, favourite hiding places) that could impact Provider's provision of services or safety.

Client authorises Provider to use all means reasonably necessary in Provider's discretion to keep Client's pet(s) safe and healthy while providing services under this Agreement. This includes, but is not limited to, isolating an ill, injured or aggressive pet in a separate room or crate and/or seeking medical attention for an ill or injured pet.

Client acknowledges that Provider must meet all pets with Client present prior to first reservation. All pets being cared for by Provider must belong to Client. If other pets will be

present for Provider reservation, those pets' owners must sign new client paperwork and meet with Provider in advance of reservation.

In the event Provider, in his or her discretion, deems veterinary treatment is necessary, Provider will first attempt to contact Client. If Client cannot be reached, Provider will attempt to contact the designated Emergency Contact(s). If neither party can be reached, Client authorises Provider to seek treatment from a veterinarian pursuant to the emergency form executed herewith and incorporated herein by express reference. It is to be noted that the amount on the veterinary authorisation form is the maximum allowable expense for life saving measures. In the event that life-saving measures exceed this amount, Client understands that pet is at risk for further injury, illness, or even death. In the event that the pet is suffering, the pet, at the discretion of the veterinarian, may be humanely euthanised.

For dogs and cats, Client represents and warrants that pets subject to this Agreement will remain current with all vaccinations during the duration of this Agreement. For dogs, Client represents and warrants that pets subject to this Agreement receive regular heartworm testing and monthly heartworm prevention and will remain current on same during the duration of this Agreement. Provider reserves the right to request veterinary records from Client to ensure compliance with this Section of the Agreement at any time while this Agreement is in force.

Client acknowledges that Provider is not able to evacuate pets in the event of a natural disaster (e.g., hurricane).

8. Access to Home

If it is necessary for Provider to enter Client's Residence to provide services under this Agreement, Client shall provide an adequate means of accessing and securing the Residence, including, but not limited to, a key or keys; an alarm code and clear instructions for arming and disarming any security devices in operation; and, if applicable, a guest pass or access code for entry into a gated community.

In the event Provider is unable to gain entry into the Residence, Client hereby authorises Provider to employ a locksmith to provide access. Should the services of a locksmith be required due to Client's failure to provide a proper means of access or the malfunction of a lock or other door opening mechanism, Client shall reimburse Provider for all costs incurred in connection therewith.

When appropriate, Client agrees to notify neighbours that Provider is providing services at the Residence in order to prevent unnecessary contact with neighbourhood security and/or police.

For security and the safety of Provider, Client shall notify Provider in advance if other people will be accessing the Client's residence during the dates of Provider reservation.

Client will give Provider two working residence keys. One key is used as a backup and used for emergency purposes, lockout. The other key is for the Provider. If Client provides only one key, Client will be charged \$5.00 for each key made. All keys are locked up when not in use,

9. Alarm

Location of Alarm Keypad: _____

Alarm Deactivation Code: _____

Alarm Activation Code: _____

Alarm Company Name: _____

10. In-Home Camera Policy

Client understands and agrees that Provider has a reasonable expectation of privacy at certain areas on Client's property. As such, no device(s) will record anything done or said in any bathroom(s) or shower(s) on Client's property. In addition, when Provider is inside of a structure on Client's property, there will be no audio recording therein and no recording of any kind in any area where Client has agreed to allow Provider to sleep.

11. Indemnification and Limitation of Liability

Client acknowledges and agrees that Client is solely responsible for any and all injuries or damages caused by Client's pet(s), including, but not limited to, physical injuries to Provider personnel and third parties and damage to property owned by Client, Provider, Provider's personnel and third parties.

To the fullest extent permitted by law, Client agrees to indemnify, defend, and hold harmless Provider, Provider's employees, and Provider's agents from and against any and all claims, damages, losses, or penalties, including, but not limited to, medical expenses, attorney's fees and costs, arising from or related to injuries or damages to persons or property caused by Client's pet or pets, including, but not limited to, injuries to Provider's personnel or third parties and damage to property owned by Client, Provider, and Provider's personnel.

To the fullest extent permitted by law, Client hereby covenants not to sue and releases Provider, Provider's employees, and Provider's agents (collectively "Releasees") from any and all causes of action, claims or demands of any nature whatsoever (except to the extent arising from a Releasee's gross negligence or wilful misconduct) which the Client may now have or have in the future against Releasees on account of personal injury, property damage/loss, death or accident of any kind, including claims relating to injury, loss, or death of Client's pet(s) and damage to, theft, or loss of Client's property.

Client fully understands and agrees that Client will be solely responsible for any injuries sustained in connection with Provider's provision of services under this Agreement, including loss or injury to Client's pet(s), property damage or loss/theft of Client's property, and that Client

is relieving Releasees of liability for such loss, injury or damage (other than as a result of a Releasee's gross negligence or wilful misconduct).

Without limiting the generality of the foregoing section, if Client's security system generates a false alarm in connection with Provider's provision of services under this Agreement and a fee or penalty is assessed, Client acknowledges that such fee or penalty shall be Client's sole responsibility and hereby releases and waives any claims against Provider.

12. Termination

Provider reserves the right to terminate the provision of services under this Agreement in its sole discretion in the event Provider determines that instructions given for care are causing harm or neglect to Client's pets. Provider has the pets' best interest at heart and refuses to take part in care that is neglectful or harmful to the pet. In such event, Provider will first attempt to contact Client to make alternative pet care arrangements. If Client cannot be reached, Provider will attempt to contact the designated Emergency Contact for such purpose. If neither party can be reached, or if Provider and Client or Client's Emergency Contact are unable to mutually agree upon alternative pet care arrangements, Client hereby authorises Provider to place the pet in a kennel of its choosing, in which case all boarding or hospitalisation and related charges, including transportation, incurred will be borne in full by Client.

Provider reserves the right to terminate the provision of services under this Agreement in its sole discretion in the event Provider determines that Client's pet poses an unreasonable danger to the health of itself, other pets, Provider, or other people. In such event, Provider will first attempt to contact Client to make alternative pet care arrangements. If Client cannot be reached, Provider will attempt to contact the designated Emergency Contact for such purpose. If neither party can be reached, or if Provider and Client or Client's Emergency Contact are unable to mutually agree upon alternative pet care arrangements, Client hereby authorises Provider to place the pet in a kennel of its choosing, in which case all boarding and related charges incurred will be borne in full by Client.

13. Force Majeure

Provider will not be liable to the Client for any loss resulting from an act of God, natural disaster, an emergency or accident of any kind, an act of the public enemy, war, general arrest or restraint of government and people, civil disturbance or similar occurrence, terrorist attack, general disruption of the Internet, or general inability of national carriers to make scheduled deliveries.

14.

Entire Agreement

This Agreement constitutes the entire agreement between the parties with regard to the subject matter hereof and supersedes all prior agreement and understandings, both written and oral.

If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

Provider

Client

Signed: _____

Signed: _____

Printed: _____

Printed: _____

Date: _____

Date: _____