

## Laura The Pet Nanny – Service Contract

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.

All LTPN service contracts will remain valid for future services, with the exception of any agreed upon changes in rates, fees, visit dates, and/or times (oral or written) or posted on our website under the heading Terms. The Client (Pet Owner) hereto agrees as follows:

- LTPN pet sitters agree to provide services stated in this contract in a reliable and trustworthy manner. In consideration of these services and as an express condition thereof, the client expressly waives any and all claims against LTPN or its pet sitters, unless arising from gross negligence on the part of LTPN claims of negligence that involve an Independent Contractor, hired by LTPN, will be the responsibility of the Independent Contractor and the company they represent. Such claims will not be filed against LTPN. All hired Independent Contractors should carry liability insurance with optional coverage or bonding through a reputable company.
- Deposit in full is due at time of reservation. **Reservations are not held** until payment in full is received by Laura The Pet Nanny (LTPN) or special arrangements are agreed upon by both parties in writing. A \$2 <u>per visit</u> late charge will be assessed to service that is not paid in advance. Reservations for not yet cleared PayPal payments will be honored.

There will be a \$35 service charge for each returned check.

There will be a \$5 service charge for Paypal payments.

Unpaid service may be cancelled without notice, including prior to or during the service period. Cancellation Charge Schedule effective 1/1/10 (% applies to entire service period total):

- 0 24 hours prior to any service, and/or Holidays: Payment in full is charged (no refunds)
- 2 7 days prior to service: 20% of service total is due (equals an 80% refund)
  8 days prior to service or more: No charge, refund in full.
- 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 including travel time. Clients will not have to pay for scheduled Special Services not preformed.
- LTPN will not guarantee specific time slots. A 2-3 hour window is acceptable, except in the case of pets that require medication at a specific time or has specific medical condition (in which case a one hour window is acceptable). Pet sitting hours fall between the hours of 7am and 8pm and are usually completed during this time period, unless we have a heavy workload. (Special arrangements can be made for overnight stays). In the case of clients requiring visits only once a day, we do not offer a choice of time slot. These visits will be scheduled to fit between our other visits. We will attempt to place that visit according to Client's time frame wishes, but do not guarantee that time frame. We will ensure that the visits are scheduled no more than 24 hours apart.
- LTPN is not responsible for wilted, dead or otherwise unhealthy plants. LTPN 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.
- If pet(s) should foul a floor, wall, carpet, upholstery, or other area, we will do our best to clean the area(s), per Client's instructions, with Client's cleaning supplies, provided we notice it. We will not be held responsible if despite our cleaning efforts, a stain or odor remains. Furthermore, if Client insists upon fewer than 3 daily visits for indoor dogs, we will agree to perform services, but Client agrees to hold LTPN completely harmless in the event the pet should soil the Client's home.

- We will clean pet bowls and litter boxes as necessary, but will not perform any household duties (dishes, ashtrays, etc.) Additionally, we will not be held responsible for damage as a result of the Client's negligence (mold, bad odors, burning cigarettes, running water, etc.)
- If in the course of our service Client's pet should soil itself to the point that it requires cleaning, LTPN will bathe the pet or transport to a groomer, but we must charge an additional fee (Usually charged according to time involved). We cannot be held responsible for the quality of the bath. Our main goal is to prevent the pet from spreading excrement/urine throughout the house. Some pets dislike bathing and may be aggressive or panic. If the pet displays aggression or becomes a threat to our well-being and we cannot bathe it, we will not be held responsible for the consequences to pet(s) or home.
- LTPN 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 Special Service emergency service time and coordination fees) will be paid by the client, or fully reimbursed to LTPN within 7 days.
- LTPN 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. LTPN agrees to remain fully insured through PSA or a comparable entity, including optional Special Property Endorsement (protects against theft, breakage, etc as caused by a pet sitter or independent contractor) or bonding. LTPN 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 by Client.
- All other individuals that visit the home MUST leave a log of their visit, which will include their reason for being in the home, their name, a contact number, and time of their arrival and departure. An optional form will be provided upon request. LTPN asks that the Client schedule all other services, such as housekeeping, pool cleaning and yard work, for dates when LTPN will not be providing service. LTPN cannot be held liable for the deeds or misdeeds of other individuals. It is the Client's responsibility to ensure that LTPN is provided with information regarding any friends, relatives, neighbors, or others whom the client has given access to the home in their absence.
- LTPN is not liable for any loss or damage in the event a burglary or other crime that should occur while under this contract. Pet Owner agrees to secure home prior to leaving the premises. Our pet sitters 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 or be stored in the lock box at the end of each visit if one is provided to the Client. LTPN subscribes to insurance coverage through PSA for lost key lock replacements.
- Pet Owner 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 Service Contract Agreement, accepted and signed by each Rightful owner(s). LTPN will not be held responsible if a Pet Owner lies to us about the ownership of pets in their home.
- 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 owner designates for service.
- LTPN and it pet sitters shall not be held responsible for the loss, injury or death or fines of any pet(s) that the client has let outside or has instructed the sitter or a third party to allow outside unsupervised and without a leash (whether in a fenced or unfenced area). It is solely the Client's responsibility to petproof any areas of the home and/or property to which the pet has access. This includes thoroughly inspecting fences, gates, latches, doors, and other devices meant to contain the pet or restrict access to specific areas. LTPN does not assume responsibility and is not liable for any injuries the pet may sustain or property damage the pet may cause while in its own home/property.LTPN 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, LTPN is not responsible for the health/well being of the animal.
- No dogs will be allowed to roam or be allowed off leash under any circumstances while outside in unfenced areas or off the Client's property. Owners of free-roaming cats agree to hold LTPN completely harmless in the event cat(s) are injured or killed, do not return home, etc. If client has an invisible fences, they

must be leashed. Client is responsible for adhering to all national, state, and local animal laws and ordinances.

- LTPN will not accept jobs caring for outdoor dogs that are in heat. The risk is simply too great. We will, however, agree to care for them indoors, and will supervise them within a securely fenced backyard while they relieve themselves. (We will not walk dogs that are in heat).
- LTPN will not walk unruly/untrained dogs, or dogs that choke themselves on their leash. We will not walk dogs in stormy weather. If the weather isn't dangerous to our well being (tropical storm or hurricane conditions) we will take the dog out to relieve itself, if the dog will go outside, but cannot guarantee outcome.
- LTPN is not responsible if, despite our best efforts, a pet refuses to eat, to drink, to accept medication, or to be walked. Pets that will not eat, drink or take medication will be transported to a vet. We reserve the right to attempt to walk a dog for a period of five days. If after that time period we are still unable to walk the dog, we must terminate our agreement. Client is responsible for payment of visits even if we are unable to walk the dog.
- 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 tags, a lead rope or leash, pooper-scoopers, litter boxes, food, cleaning supplies, medicines, pet food, and cat litter. Pet Owner authorizes any purchases necessary for the satisfactory performance of duties. Pet Owner agrees to be responsible for the payment of such items, as well as service fees for obtaining items, and will reimburse LTPN within 14 days for all purchases made.
- Client agrees to hold harmless LTPN for any liability or damage, including, without limitation, to property, persons or animals, caused by any action, or failure to act, by Client, Client's agents, pet sitters, or third persons. Such actions or failures to act may include, but shall not be limited to: windows left open, doors left unlocked or doors that do not latch properly, unsecured yards which LTPN is instructed to let pets out into, faulty gates or garage doors, water pipes, air vents, pet doors, and/or other appurtenances or elements within the Client's control and not addressed by Client prior to Client's departure.
- Pet Owner 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 LTPN, in the event of a claim by any person injured by the Pet.
- LTPN does not diagnose or make therapy decisions, nor does it offer veterinary services. Any medical concerns will be deferred to a veterinarian.
- Client acknowledges that LTPN will give insulin injections as instructed by the Client, however, LTPN cannot guarantee the outcome of such injections. Client understands that LTPN pet sitters are not experienced in veterinary care. We will care for diabetic pets provided their condition is stable and client provides us with accurate dosing instructions. We do not do glucose testing. Client understands the risks involved, and agrees that LTPN will not be held liable for harm or death to pet(s) resulting from insulin injections. Client also holds LTPN harmless in the event the pet(s) suffers adverse reactions or shock while LTPN pet sitters are away from the Client's home.
- LTPN will not pet sit for acutely ill pets, pets with uncontrolled/untreated medical conditions, dogs that jump constantly, or any pets that are aggressive, We suggest the pet be boarded with a veterinarian or at a kennel.
- LTPN will make every effort to administer medications that the pet(s) in our care requires. However, if the pet absolutely refuses to cooperate, client authorizes and accepts charges for transport of pet(s) to veterinarian and for veterinary administration of medications. In the event the pet continues to prevent us from medicating them, client agrees to allow us to leave the pet with the vet, and accepts all charges.
- LTPN 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, should Client's own vet not be available. We will, of course, make an effort to contact the Client before veterinary care is sought, but reserve the right to have pets treated, in the event the Client and their emergency contact is unreachable. LTPN will not be held responsible for the health/well-being of the pet should Client refuse veterinary care when pet sitter deems it is necessary.

- 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". LTPN will definitely try to see to your pets safety/care should such events occur, but cannot guarantee it.
- Future Services: I authorize this contract to be valid approval for services so as to permit LTPN to accept all future telephone, online, mail or email reservations and enter my home without additional signed contracts or written authorizations.
- LTPN reserves the right to terminate this contract at any if the Pet Sitter, in his/her sole discretion determines that Owner'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 Owner 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 Owner.
- In the case of a pet sitter's personal emergency, family crisis, illness, vacations. or personal leave, Client authorizes LTPN to arrange for another qualified person to fulfill responsibilities as set forth in this contract, without prior notification to Client. Client waives the right to a meeting with the person who will fulfill these responsibilities, in the interest of time limitations and due to the fact that the person will not be a permanent pet care provider. If the client insists upon meeting with the substitute pet sitter, meeting will be billed at the rate of a pet sitting visit.
- LTPN doe not agree to job sharing with Client's relatives, friends, neighbors, or others. Should anyone besides LTPN enter the home with the intention of caring for or interacting with Client's pets, whether with Client's express permission or not, LTPN is automatically released from ALL liability, and Client will be deemed to be in breach of contract.
- It is our policy not to discuss details of Client's absence with anyone, except in the case of an emergency. Client may with to contact the police department and/or your alarm company (if applicable) to inform them of their absence and the presence of LTPN at the home. Client must advise LTPN of any difficulties previously encountered from neighbors, their children, or their pets in relation to Client's pets. Clients must advise us of dates and times that relatives, friends, gardeners, pool persons, housekeepers, and other service people will be visiting the home to leave a note with their name, phone number and time they visited.

Client agrees to notify LTPN of any concerns within 24 hours of return.

We will photograph Client's pet(s) for identification purposes, and may use the photo(s) in our published advertising and/or website. If Client disapproves, they must notify us within 48 hours of signing contract.

The owner states that he/she as read this agreement in its entirety and fully understands and accepts its terms and conditions.

Client/Owner Name:

Signature: \_\_\_\_\_

Date: