

SERVICE CONTRACT

TERMS AND CONDITIONS

The parties herein agree as follows:

- Creature Comforts is authorized to perform care and services as outlined on the Client Information Sheet. Creature Comforts is also authorized by signature below to seek emergency veterinary care with release from all liabilities related to transportation, treatment, and expense. Should specified veterinarian be unavailable, Creature Comforts is authorized to approve medical and/or emergency treatment (excluding euthanasia) as recommended by a veterinarian. Client agrees to reimburse Creature Comforts for expenses incurred, plus any additional fees for attending to this need or any expenses incurred for any other home/ food/supplies needed.
- 2. In the event of inclement weather or natural disaster, Creature Comforts is entrusted to use best judgment in caring for pet(s) and home. Creature Comforts will be held harmless for consequences related to such decisions.
- Creature Comforts agrees to provide the services stated 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 Creature Comforts or the individual pet sitter except those arising from negligence or willful misconduct on the part of Creature Comforts or the pet sitter.
- 4. Walking Pets: When instructed by the client, we walk all pets that enjoy walking. This is true for cats on leashes, as well as dogs. Unfortunately some pets do not know how to go for a walk. If a petfights the leash, chokes themselves, of just does not know how to walk properly, we CANNOT continue to walk the pet.
- 5. Visits are based on quality and not quantity. This means we charge for the work done at the visit, not how long it takes to accomplish the work. Please remember that the length of the visit will vary. Some visits may be 20 minutes or less. No visit will be more than 30 minutes unless extensive clean-up is needed or additional time is approved ahead of time. Additional fees may apply for visits lasting longer than 30 min. Circumstances beyond the control of the pet sitter may cause delay and visits will have to be shortened to ensure that each pet is visited on time.
- 6. Safety is our top priority, if a pet sitter is uncomfortable for any reason they have the permission to shorten the visit time. This includes third parties being in the home (cleaning companies, repairmen, other service professionals, other family members, the client, etc.)

- 7. Our pet sitters are permitted to defend themselves within the legal limits of the law. This includes carrying weapons for self-defense such as pepper spray or taser/stun guns. Those pet sitters with concealed weapons permits and firearm training may also carry a firearm to protect themselves as stated in the 2nd amendment.
- 8. Destruction by Pets: Creature Comforts is not responsible for damage to the home caused by pets unless such damage was caused by neglect of the pet sitter. This includes but is not limited to chewing/ or scratching of items with in the home, urine or feces stains on surfaces of the home, or destruction to any item within the home.
- 9. Creature Comforts 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, acts of nature, or damage from third parties entering the home during the reservation. If an emergency occurs, Creature Comforts will attempt to contact the client and then the emergency contacts. If the client and emergency contacts are unavailable, Creature Comforts will try to minimize the damage but will have to wait until we hear from client to make a decision on what to do. The client will pay for all repairs and related fees directly to the company providing the service during their absence.
- 10. Outdoor Cats: If you have a cat who remains outdoors all day and comes in only at night, we CANNOT assure you that we will be able to have your cat indoors at the exact time of our visit. If you want the cat to play outside all day and it does not return for the nightly containment, we will put food and water outside to assure it eats properly. We CANNOT, however, wait for the cat to come home.
- 11. Client agrees to contact Creature Comforts by telephone at 334-263-7297 or email <u>Barbara@petsloveus.com</u> if an extension of services is needed. Client agrees to contact Creature Comforts if the client returns home early and scheduled services are not needed. Failure to do so will result in additional charges.
- 12. Client takes full responsibility for PROMPT payment of fees. A handling fee (\$20) will be charged on all returned checks. Payments are considered late if payment is not received within 15 days of the last date of service. Late payments are subject to a monthly service charge of ten percent of the outstanding balance at the end of each month. In the event it is necessary to initiate collection proceedings on the account, Client will be responsible for all attorney's fees and costs of collection.
- 13. Creature Comforts is covered by a dishonesty bond and commercial liability insurance. With reciprocal consideration, client agrees to be responsible for any injuries incurred by a pet sitter due to client's pets (i.e. bite, scratch) or condition of client's premises.

Should a pet sitter be bitten or otherwise exposed to any disease, ailment or injury from Client's animal or premises, it will be the Client's responsibility to pay all costs and damages incurred by the victim.

- 14. Creature Comforts reserves the right to terminate this contract at any time if Creature Comforts, in its sole discretion, determines that the Client's pet poses a danger to the health or safety of the pet sitters. If concerns prohibit Creature Comforts from caring for the pet, client authorizes pet to be placed in a kennel, with all charges therefrom to be charged to the client.
- 15. Client agrees to ensure that an adequate amount of food and/or other supplies are available, obtainable, in good condition, and in a location that the pet sitter can easily locate in the home prior to commencement of the service period and for the duration of the entire service period, and that depletion of such food and/or other supplies would result in Creature Comforts' replenishment with the same or a reasonable substitute in any quantity at the Client's expense, plus applicable errand surcharges.
- 16. In an effort to properly staff the weekends and ensure the best possible care is given for all of the

pets entrusted to Creature Comforts, we need to know of your travel plans as soon as possible. To compensate our pet sitters who must ajdust their schedules to accomodate last minute reservations there will be a \$10 surcharge per work order for reservations made with less than 24 hours notice.

17. There will be a \$5 per visit surcharge on the following holidays: New Year's Eve, New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day. Please allow two weeks notice for holiday reservations. Holiday cancelations require one week notice. Any cancelation with less than one week notice will be billed for the entire booking.

To Client authorizes this signed contract to be valid approval for future services of any purpose provided by this contract permitting Creature Comforts to accept telephone reservations for service and enterpremises without additional signed contracts or written authorization.

I have reviewed this Service Contract for accuracy and understand the contents of this form.

Client