



Angela's Pet Care – Legal Considerations Agreement

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. The terms Service Provider, Company, and Pet Sitter are synonymous with the company providing those services, **Angela's Pet Care**

- ❖ A **signed Service Request** and **signed or digitally accepted Terms of Service Agreement** (this form) must be provided to the Service Provider before reservations are held for any period.
- ❖ A **Deposit of 50% of the total bill** is due 30 days prior to the first service date. Balance in full is due prior to the start of service. **Payment may be made** using the Pet Sitter Plus Client Portal. Angela's Pet Care accepts ACH transfer payments directly from the Client's bank account powered by Stripe. By using this option, the Client agrees that balance in full may be withdrawn at the start of service. Alternatively, the Client may pay by check made out to Angela's Pet Care, cash, PayPal *friends and family* payment using your PayPal balance or bank account to angelaspetscareauburn@gmail.com or Venmo @AngelaKroon. A 1.2% payment processing fee is included in the invoice total. Charges for **Recurring Services** are due in full at the end of each week.
- ❖ There will be a **\$20 service charge** for each returned check.
- ❖ Unpaid service may be canceled without notice, including prior to or during the service period.
- ❖ Cancellation Charge Schedule (% applies to entire service period total):
 - A full refund is available if canceled by **48 hours before** the service begins.
 - If canceled **later than 48 hours before** the service begins, a **50% refund** of the total bill is available for the first 7 canceled calendar days from the cancellation request date. A **100% refund** is available for any additional days.
- ❖ Reservations are made to plan Pet Sitter availability to Clients. Therefore, Clients returning home early will be required to pay for the reserved amount of time scheduled including travel time.
- ❖ The Service Provider is not responsible for wilted, dead or otherwise unhealthy plants. The Service Provider will work hard to follow Client 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 the Service Provider is not responsible for water damaged areas or missed plants. (In-home visits)
- ❖ The Service Provider is not responsible for damage to the Client home or property 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 Service Provider 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 emergency service time and coordination fees accrued by the Service Provider) will be paid by the Client, or fully reimbursed to the Service Provider within 14 days. (In-home visits)
- ❖ The Service Provider 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. The Service Provider agrees to remain insured through a pet sitting liability insurance entity during each service period. The Service Provider accepts no responsibility for loss to the premises if other individuals have access to a Client home, or if the home is not properly secured. (In-home visits)
- ❖ At the time that service is booked, the Client will notify the Service Provider 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 of their visit. (In-home visits)

- ❖ The Service Provider is not liable for any loss or damage resulting from a burglary or other crime that should occur while under this contract. The Client agrees to secure home prior to leaving the premises. Service Provider 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 Pet Sitter's physical person, or be properly secured. (In-home visits)
- ❖ The Client must have legal rights to place the animals into 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/Client.
- ❖ The terms of this document apply to all the pets owned by the Client, including any and all new pets that the Client obtains on or after the date this document was signed, at any and all locations the Client designates for service.
- ❖ The Client is responsible for pet-proofing house and yard, and the security fences / gates / latches. The Service Provider 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. (In-home visits)
- ❖ The Service Provider 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 Service Provider is not responsible for the health / well-being of the animal.
- ❖ The Client 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, cleaning supplies, medicines, pet food, and cat litter. The Client authorizes any purchases necessary for the satisfactory performance of duties. The Client agrees to be responsible for the payment of such items, as well as service fees for obtaining items, and will reimburse the Service Provider within 14 days for all purchases made.
- ❖ The Client will be responsible for all medical expenses and damages resulting from an injury to a Pet Sitter, or other persons, by the pet. The Client agrees to indemnify, hold harmless, and defend the Service Provider, in the event of a claim by any person injured by the pet.
- ❖ 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". The Service Provider will attempt to see to your pet's safety / care should such events occur during a service period, but cannot guarantee it.
- ❖ This contract permits the Service Provider to accept all future telephone, online, mail or email reservations and provide service without additional signed Legal Considerations Agreements.
- ❖ The Service Provider 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.
- ❖ The Service Provider agrees to provide agreed upon services in a 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 Service Provider and its employees, except those arising from negligence. Claims of negligence that involve a hired Independent Contractor, hired by the Service Provider, 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 pet business insurance provider.
- ❖ The Client agrees to discuss any concerns with the Service Provider within 24 hours of return after service.

- ❖ This agreement is valid from the date signed and replaces any prior Legal Considerations Agreements. The Client agrees to any future term changes relayed verbally to the client, mailed or emailed in writing to the Client, or posted on the Service Provider’s website under the heading ‘Terms’ .
- ❖ This contract may be terminated by either party by giving thirty days written notice to the other party.
- ❖ The Client states that he / she has read this agreement in its entirety and fully understands and accepts its terms and conditions.



Client / Owner Name:

Signature: _____ Date: _____

Service Provider Representative:

Signature: _____ Date: _____

