



Contract and Legal Considerations

For the purpose of this document, the terms Client, Owner, Pet Owner, and Customer are synonymous with the person contracting services for one or more domestic animals. KMPETSITTING, LLC, may hereby be referred to as KMPETSITTING and/or Sitter throughout this contract.

This signed document must be provided to KMPETSITTING, LLC before services can commence, no exceptions. Initials and signature where indicated are required and signify your understanding and compliance with all content herein.

PAYMENTS/REFUNDS/SCHEDULING

Client Initial _____

1. **Full payment is due on or before the invoice due date.** Invoices can be viewed in clients' Precise PetCare account and are also emailed to client's provided email address. Invoices contain specific service period visits and note all acceptable forms of payment. A late fee of \$5 will be added daily to invoices not paid by the due date. (*Please see #4 below for additional actions)
2. **Additional visits (not agreed upon during service reservations) requested during the active service period will incur a \$5 per visit charge in addition to the regular service fee(s) and must be paid immediately upon approval/invoicing of add'l requested services.**
3. There will be a **\$40 service charge** for each returned check.
4. **Services not paid in full by the invoice due date may be cancelled with notification to client via text/email/or phone.** Any special arrangements for payment options MUST be agreed upon by both parties in writing (utilizing the Message feature in your Precise PetCare account), never verbal.
5. Cancellation by Client Charge Schedule effective 06/01/2023 (% applies to entire service period total):
 - o **0 - 48 hours** prior to non-holiday service periods: 50% of total service is withheld from payment. The remainder will be returned to you or credited to your account with details explaining refund and fee amount.
 - o **3 or more days** prior to non-holiday services: No fee, payment for these days will be refunded in full.
 - o **Holiday services** (services spanning a period of days that include ANY of the following: Easter, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day and New Years Day) **MUST be cancelled 7 days prior to the agreed upon start date** to receive a full refund. Canceling less than 7 days prior to the start of services results in a 50% refund of invoice total (less holiday surcharge) * When you schedule services, you are holding a space on our calendar that is no longer available to other clients. Advanced cancellation notice may allow another client access to high-demand holiday services.
 - o **Specific services/visits cancelled by the pet sitter due to emergency/health reasons will be 100% refunded to client**
6. **Reservations are made in order to plan sitter availability to clients. Therefore, clients returning home early or voluntarily ending a service period before completion date will not receive a refund.**
7. I agree to utilize the Precise PetCare software for ALL petcare needs, including all scheduling, pet/home info, invoicing, communication to Sitter/Office, etc. Email is never a preferred option and texting/calls should be limited to emergency needs.
8. Service requests MUST take place through your established Precise PetCare account at least 7 or more days in advance. While we will attempt to accommodate medical emergencies and/or funeral requests, we
9. Services requested MUST allow enough time for sitter to accomplish all client requested tasks. Sitters will not add additional tasks to their scheduled visits AFTER services have been accepted, paid for and assigned. (Emergency situations will be considered)
 - o 10 Minute Visits are for dog potty breaks and fresh water ONLY. (Feeding, plant watering, mail retrieval, yard pickup and other tasks must happen during a 20 or 30 minute visit) *Effective July 1, 2023, we will not approve ONLY 10 minute daily visits for dog owners.
 - KMPETSITTING, LLC believes dogs and cats require some level of enrichment and socialization. When approving service requests, a determination will be made as to whether the requested visits allow the time needed to efficiently perform client requested tasks as well as providing some measure of pet TLC.
 - o 15 Minute Cat-Only Visits are specific to cats and can contain ONLY add'l small caged pets or fish
 - o 20 & 30 Minute Visits include food/water, potty break, dog walking if pre-approved at consult, administering medications/supplements, plant watering, mail collection, yard pickup and more.
 - o SERVICE VISITS TAKE PLACE DURING SET TIMEBLOCKS OF 5-8AM, 12-2PM, AND 6-9PM. While Sitter's can't guarantee an exact arrival time, we will take into consideration time-sensitive medication needs for pets as well as client input for timing to keeping your pets comfortable and healthy.
10. Clients **MUST add any new pets to their account PRIOR to requesting services** in order to provide an accurate accounting of services needed. *The addition of ANY DOG WILL REQUIRE a visit from a staff member prior to accepting services to determine whether your pup is a good candidate for the drop-in pet sitting services we provide. (See item #23 for more details)
11. Additions/changes to any pet/home details must be updated in your Precise PetCare account PRIOR to requesting services.
 - o This includes food/feeding schedules, pet supply locations, supplement/medication instructions, health concerns, no matter how minor, leash/kennel locations, cleaning supply locations, locks/alarms/code changes, etc.
12. The advance notice of ANYONE entering your home during EACH AND EVERY service period MUST be made known to KMPETSITTING, LLC prior to the acceptance of service requests. This includes, and is not limited to house cleaners, lawn/pool techs, friends, family and coworkers. (See Contract Item #16 for details)

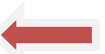
DAMAGES/KMPETSITTING, LLC RESONSIBILITIES, ADD'L VISITORS

Client Initial _____

13. KMPETSITTING is not responsible for wilted/dead/unhealthy plants. KMPETSITTING will work hard to follow your directions each service period, but cannot be responsible if the results are not favorable. **Please place all indoor plants together on a waterproof surface in plain sight**, as pet sitter is not responsible for water damaged areas or missed plants. Please make sure you schedule enough time for Sitter to factor in plant watering with pet and other home care duties and update plant watering instructions as seasons change!
14. KMPETSITTING is not responsible for damage to the home beyond the control of the Sitter. This includes, but is not limited to leaks, electrical problems, acts of nature and destruction of client property by client's pets loose in the house. In these situations, KMPETSITTING will contact the client and/or emergency contact to receive direction on handling the problem. All repairs and related fees (including Special Service emergency service time and coordination fees) will be paid by the client directly to the contractor.
15. KMPETSITTING is not responsible for any damage to property of the client or others unless such damage is caused by the negligent act of the Sitter. KMPETSITTING agrees to remain insured through PSA or comparable pet sitting liability insurance entity during each service period. **KMPETSITTING accepts no responsibility for loss to the premises if other individuals have access to a client's home. (*see #11 & #12 below)**
16. Each time services are booked, Owner MUST notify Sitter of everyone who has been granted access to the home during the service period. *Please know, allowing others access to your home during a pet sitting period voids KMPETSITTING's insurance and bonding coverage as it will be impossible to determine responsibility. **KMPETSITTING, LLC will not provide services when there is someone living/residing in your home.** If possible, please refrain from having individuals in your home during scheduled sitting services. Services may be discontinued upon discovery that someone else is in the home. ***KMPETSITTING will NOT share pet sitting responsibilities with other sitters, friends, family or neighbors. **Please ask housecleaners to refrain from moving pet sitting supplies that client has laid out for the Sitter. This has become an issue that adds additional time to service periods while the Sitter searches for supplies that have been moved.**
17. KMPETSITTING is not liable for any loss/damages in the event of a burglary or other crime that should occur while under this contract. Pet Owner agrees to secure home prior to leaving the premises and provide KMPETSITTING with detailed directions to secure their home. KMPETSITTING will secure the home to client instructions at the end of every visit. Sitters regularly check the security of each entrance to the home, but cannot be held liable if client allows anyone else in their home during the service period. Hard keys in the possession of Pet Sitter will be either on the Sitter's physical person or properly secured in our office key safe when not in use.

PET SPECIFIC

Client Initial _____



18. Pet Owner must have legal rights to place the animals in the care of Pet Sitters, Kennels, and Veterinary Clinics. The Sitter cannot service a home with "Visiting" pets or animals that do not officially 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(s).
19. 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 owner designates for service.
20. Pet Owner is responsible for pet-proofing house and yard, and the security fences/gates/latches. KMPETSITTING 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 indoor/outdoor locations. **KMPETSITTING, LLC may choose to refuse future service requests if not comfortable caring for pets in environmental conditions that they feel could pose a dangerous/choking/poisoning hazard to pets.**
21. KMPETSITTING will alert clients, by phone, of any emergency situations they feel need veterinarian care and will require owners/emergency contact approval before seeking care. All emergency vet fees will be the responsibility of the client, whether from owner's preferred veterinarian or alternate, as available to the sitter. KMPETSITTING is not responsible for the health/well-being of the animal and will not make decisions as to their vet care, testing, procedures, etc. *Should Client refuse to authorize emergency vet care during an active service period that the Sitter and KMPETSITTING, LLC management both feel strongly requires medical intervention, KMPETSITTING, LLC will inform Client that they must immediately arrange for alternate pet care to take over services as our Sitter's will not continue to service a suffering pet without medical intervention. In extreme cases, a call to Animal Service Authorities may be made if owner/emergency contact refuses emergency vet care that troubles a Sitter. (ie: pet hasn't eaten in more than 3 days, blood has been found in urine/vomit/stool, pet is showing signs of lethargy, heatstroke, dehydration, etc).
22. **Pet Owner is responsible for supplying necessary, equipment/supplies needed for the 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/id tags, a lead rope or leash, pooper-scoopers, litter boxes, kennels, food, cleaning supplies, medicines, pet food, and cat litter. Pet Owner authorizes the purchase of any necessary items as described above for the satisfactory performance of duties. Pet Owner agrees to be responsible for the payment of such items, as well as any service fees for obtaining items, and will reimburse KMPETSITTING within 3 days of invoice for all purchases made.**

23. Pet Owner will be responsible for all medical expenses and damages resulting from an injury to a Sitter or other persons by their pet(s), along with reimbursing any Sitter items destroyed by their pet. Client agrees to indemnify, hold harmless, and defend KMPETSITTING, in the event of a claim by any person injured by their pet. *Dog walking services MUST be pre-approved and a determination made that your dog does not pose a threat to other animals or people.
24. It is strongly recommended that arrangements be made with someone to evacuate/provide back-up care for your pets in the case of a disaster, weather-related event/crisis/"Code Red", or Sitter emergency situation. KMPETSITTING is devoted to your pet's safety/care should such events occur and highly recommend secondary options in the event of unavoidable emergency situation. KMPETSITTING will notify pet owner of any such emergency situations.
25. KMPETSITTING will use discretion to stop and end services at any time that a pet poses a danger to the safety or health of itself, other pets, other people, or the Sitter. If concerns prevent the Sitter from continuing to care for a pet, the Owner authorizes the pet to be placed in a kennel, or previously arranged locale. All subsequent charges, including but not limited to transportation, kenneling, tranquilizing, treating, accessing, and liability, are to be the responsibility of the Owner.
26. **Client confirms that all information regarding pet's history, health, behavior and temperament is 100% accurate. Clients MUST update their Precise PetCare account in a regular, timely manner should health or behavioral issues arise. This includes diarrhea, vomiting, lack of eating, seizures, and/or any sign the animal is not well. Should your sitter notice any ongoing, concerning symptoms with any of your pets, we will call you to recommend a vet visit. Should symptoms be life-threatening OR if not life-threatening, but continuing for more than 48 hours and client has NOT authorized vet services, KMPETSITTING will provide notice of discontinuing current/future services to client AND client's emergency contact(s) will be notified to take over visits as we consider this a form of animal neglect that we will be part of and will report to authorities.**
27. Sitters will not walk dogs in freezing conditions (32 degrees and below) and will base this decision off of the 'feels-like' temperature on local weather sites. Instead, dogs will receive TLC and indoor playtime/enrichment for the length of the visit. Sitters will not leave dogs outdoors without insulated and/or heated enclosures when temp is below 45 degrees. Dogs will instead remain inside where client has previously directed pets may reside when inside the home. Additional visits should be preplanned (**or will be added**) by monitoring the weather leading up to each service period. Between June - August, dog walking will only happen during morning service hours when temps are below 89 degrees and dogs will not be left outdoors without access to the indoors, cooling equipment, etc. Sitter will apply the 5-second rule, that if the back of the sitter's hand can't remain on the sidewalk for 5 seconds or longer, the walk will be replaced with indoor or outdoor playtime, enrichment & TLC.

CONTRACT/CLAIMS/ADD'L ITEMS

Client Initial _____ 

28. This contract permits KMPETSITTING to accept all future reservations through Precise PetCare and provide service without additional signed legal considerations agreements. The accuracy of visits scheduled are in the hands of the Client who is responsible for submitting through their Precise PetCare account. Payment of invoice signifies Client's agreement that the services they've input are correct. Any adjustment of services after payment of invoice will be handled as stated in the PAYMENTS/REFUNDS/SCHEDULING section of this contract.
29. KMPETSITTING agrees to provide 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 KMPETSITTING, except those arising from sitter negligence.
30. **Client agrees to discuss any concerns with KMPETSITTING within 24 hours of return after service.**
31. This agreement is valid from the date signed & replaces any prior Legal Considerations agreements. Client agrees to any future term changes relayed verbally, mailed or emailed in writing to the client, or posted on our website under the heading Terms.
32. This contract may be terminated by either party by giving thirty days written notice to the other party.
33. **KEY POLICY** – Home entry instructions are collected at the consultation along with any house keys, garage door openers, door/garage/alarm codes and instructions of what to do with keys/garage openers upon completion of services
 - o Keys can be kept in the office key safe between service periods
 - o Should clients request keys/garage door openers to be left at the final scheduled visit, client will be responsible for determining a safe location to leave such items
 - o Clients requesting return of keys/openers after a service period has ended will incur a \$10 return charge to help cover Sitter's incurred time and mileage
 - o Due to storage limitations, client keys that are stored in the office key safe that have not been utilized for services spanning 4 months will initiate communication to the client to arrange for key return. Effective Aug. 1, 2023, this service will incur the \$10 return charge. *Client's failure to respond to communications within 2 weeks of message delivery will result in the anonymous disposal/destruction of keys and garage openers.

The owner 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: _____
 Address: _____ Preferred Phone: _____
 Email: _____