



Contract and Legal Considerations

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. KMPETSITTING, LLC, may hereby be referred to as KMPETSITTING and/or Sitter throughout this contract.

This signed document must be provided to your sitter 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 are available in clients' Precise PetCare account and will be also be emailed to client. Invoices contain service period details along with acceptable forms of payment.
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 sitter's approval of requested services.**
3. There will be a **\$35 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 1/1/2019 (% 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 with a details explaining refund and fee .
 - o **3 or more days** prior to service: 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. Cancelling 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 our 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 will be required to pay for the reserved services as detailed above.**
7. I agree to utilize Precise PetCare for all of my petcare needs, including all scheduling, pet/home info, invoicing, communication, etc.

DAMAGES/KMPETSITTING, LLC RESONSIBILITIES, ADD'L VISITORS

Client Initial _____

8. KMPETSITTING is not responsible for wilted, dead or otherwise unhealthy plants. KMPETSITTING will work hard to follow your 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.
9. 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, and acts of nature. In these situations, KMPETSITTING 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 Special Service emergency service time and coordination fees) will be paid by the client directly to the contractor.
10. 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 a 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, or if the home is not properly secured.**
11. At the time that service is booked, Owner will notify Sitter of everyone who has been granted access to the home during the service period. *Please know that by allowing others access to your home during the pet sitting period, this will void KMPETSITTING's insurance and bonding coverage as it will be impossible to determine responsibility. If possible, please refrain from having individuals in your home during your time away. ***KMPETSITTING will NOT share pet sitting responsibilities with other sitters, friends, family or neighbors.**
12. KMPETSITTING 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. KMPETSITTING will re-secure the home to client instructions at the end of each visit. While hard keys are in the possession of Pet Sitter, they will be either on the Sitter's physical person or properly secured in a locked key safe.

PET SPECIFIC

Client Initial _____ 

- 13. 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 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).
- 14. 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.
- 15. 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.
- 16. KMPETSITTING is authorized to seek emergency veterinarian assistance needed during visits, with owner pre-approval or designated emergency contact preapproval, at the cost of the client, from owners preferred veterinarian or alternate, as chosen by the sitter. However, KMPETSITTING is not responsible for the health/well-being of the animal.
- 17. **Pet Owner is responsible for supplying the necessary, 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/id tags, a lead rope or leash, pooper-scoopers, litter boxes, kennels, 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 any service fees for obtaining items, and will reimburse KMPETSITTING within 3 days of invoice for all purchases made.**
- 18. Pet Owner will be responsible for all medical expenses and damages resulting from an injury to a Sitter, or other persons, by the pet. Client agrees to indemnify, hold harmless, and defend KMPETSITTING, in the event of a claim by any person injured by the pet.
- 19. It is strongly recommended that arrangements be made with someone to evacuate/provide back-up care for your pets in case of a disaster or weather related event/crisis/"Code Red". KMPETSITTING will definitely try to see to your pet's safety/care should such events occur, but cannot guarantee it. KMPETSITTING will notify pet owner of any situations. *Have kennels readily available.
- 20. KMPETSITTING may 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 caring for a pet, the Owner 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 Owner.
- 21. Client confirms that all information provided at the consult regarding pet's history, health, behavior and temperament are 100% accurate in order to provide the best care for their pet as well as to protect the sitter AND will update their Precise PetCare account in a regular, timely manner.
- 22. Sitters will not walk dogs in freezing conditions (32 degrees and below) and will base this decision off 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 be when inside the home. Additional visits should be preplanned (**or will be added**) by monitoring the weather leading up to each service period. During the hottest months of the year, dog walking will NOT happen mid-day and when temps are above 89 degrees. Sitter will also 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 and TLC.

CONTRACT/CLAIMS

Client Initial _____ 

- 23. This contract permits KMPETSITTING to accept all future reservations through Precise PetCare and provide service without additional signed legal considerations agreements.
- 24. 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. Claims of negligence that involve a hired Independent Contractor, hired by KMPETSITTING, will be the responsibility of the Independent Contractor and the company they represent. All hired Independent Contractors should carry liability insurance with optional coverage or bonding through a reputable company.
- 25. **Client agrees to discuss any concerns with KMPETSITTING within 24 hours of return after service.**
- 26. This agreement is valid from the date signed and replaces any prior Legal Considerations agreements. Client agrees to any future term changes relayed verbally to the client, mailed or emailed in writing to the client, or posted on our website under the heading Terms.
- 27. This contract may be terminated by either party by giving thirty days written notice to the other party.

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: _____