

Pearson's Professional Pet Service (PPPS) – Contract and Legal Considerations

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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.

- 1) A **Service Request** must be provided to PPPS before service is provided for any period.
- 2) There will be a **\$20 service charge** for each returned check.
- 3) Cancellation Charge Schedule effective 3/1/2008 (% applies to entire service period total):
- 4) **0 - 48 hours** prior to any service, and/or Holidays: Payment in full is charged (no refunds)
- 5) **2 - 7 days** prior to service: 20% of service total is due (equals an 80% refund)
- 6) **8 days** prior to service or more: No charge, refund in full.
- 7) 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.
- 8) Pearson's Professional Pet Services is not responsible for wilted, dead or otherwise unhealthy plants. Pearson's Professional Pet Services 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.
- 9) Pearson's Professional Pet Services 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 Pearson's Professional Pet Services within 14 days.
- 10) Pearson's Professional Pet Services 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. Pearson's Professional Pet Services agrees to remain insured through PSA or a comparable pet sitting liability insurance entity during each service period. Pearson's Professional Pet Services 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 pet sitter 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.
- 12) Pearson's Professional Pet Services 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. Pearson's Professional Pet Services 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 Sitter's physical person, or be properly secured.
- 13) 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 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 customer 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. Pearson's Professional Pet Services 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.
- 16) Pearson's Professional Pet Services 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 company is not responsible for the health/well being of the animal, **however reasonable care by PPS is expected.**
- 17) 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 Pearson's Professional Pet Services within 14 days for all purchases made.
- 18) 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 Pearson's Professional Pet Services, in the event of a claim by any person injured by the Pet.
- 19) 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". Pearson's Professional Pet Services will definitely try to see to your pets safety/care should such events occur, but cannot guarantee it.
- 20) This contract permits Pearson's Professional Pet Services to accept all future telephone, online, mail or email reservations and provide service without additional signed legal considerations agreements.
- 21) Pearson's Professional Pet Services 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 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. PPS has reasonable expectation of the pet(s) are spayed/neutered and current on vaccinations
- 22) Pearson's Professional Pet Services 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 company and its employees, except those arising from negligence. Claims of negligence that involve a hired Independent Contractor, hired by Pearson's Professional Pet Services, will be the responsibility of the Independent Contractor and the company they represent. All hired Independent Contractors are covered under PPS's liability insurance with optional coverage or bonding through a PSA or a similar reputable company.
- 23) Client agrees to discuss any concerns with Pearson's Professional Pet Services within 24 hours of return after service.
- 24) This agreement is valid from the date signed, and replaces any prior Legal Considerations agreements. Client agrees to any future Pearson's Professional Pet Services term changes relayed verbally to the client, mailed or emailed in writing to the client, or posted on our website. This agreement may be terminated by either party by giving written notice to the other party. The Company and/or client may terminate this agreement without cause and without further obligation except for payment due for services prior to date of such termination. Termination of this Agreement or termination of services shall not affect the provisions under Sections 4-10, hereof, which shall survive any termination.

- 25) The owner states that he/she as read this agreement in its entirety and fully understands and accepts its terms and conditions.
- 26) It is hereby understood that PPPS will charge the credit/debit card listed below for pet sitting fees and incurred charges. It is also understood that all fees paid are non-refundable, however a non-transferable credit may be issued by PPPS and held on file for all unused visits for a period of 12 months from date of notification of cancellation. A cancellation fee equal to 2 visits will be charged for all Holiday cancellations within 48 hours of scheduled start time. Owner is responsible for attorney's costs for any legal action necessary for enforcement of this agreement.

Client/Owner Name on Card: _____

Visa/MC – Number _____ Expiration date _____ CSC _____

What is the CSC code? “For MasterCard or Visa, it's the last three digits in the signature area on the back of your card. For American Express, it's the four digits on the front of the card.”

Signature: _____ Date: _____

Pearson's Professional Pet Services Representative:

Signature: _____ Date: _____