

## Service Agreement

1. **Overview-** Client identified below, enters into the agreement with Aunt Penny's Pet Sitting LLC, its agents, affiliates, contractors, representatives, assistants and/or associates, herein referred to as APPS, the contents of the agreement apply to the initial period of time during which services will be rendered, hereinafter referred to as "Service Period," as well as to any subsequent Service Period's in the future. Details of the services to be provided are expressed separately – in writing, or orally– and may be changed from time to time upon Client's notification and APPS subsequent acknowledgment and agreement. Cost of services is based upon APPS published rates and fees, which are available for Client's review, and they are subject to change without notice.

2. **Confirmation of Service Periods** - Regardless of whether Client has reserved a Service Period with APPS, it is incumbent on Client to directly contact personnel of the APPS administrative office within forty-eight hours of departure in confirming the Service Period.

3. **Client's return** -Client agrees to contact APPS by telephone immediately upon return to the home – whether early, on time, or late – to check in and close the Service Periods. If client does not contact APPS immediately upon return, Service Periods may be extended as detailed below under "Extension of Service Periods" and may result in additional charges.

4. **Extension of Service Period-** In the event of a delay in the Client's return, Client must contact APPS at earliest opportunity. Service Periods may be extended by mutual agreement between APPS and Client by telephone and secured payment. In case of international travel, cruise ship travel, or emergency situations, in which an emergency telephone call to APPS is not possible or practical, APPS may extend the Service Periods to accommodate the needs of the pets, plants and home for a maximum of seventy-two (72) hours. If no contact is made to APPS within seventy-two (72) hours, APPS, reserves the right to surrender key(s) of the home and the care of its animal inhabitants to a pre-specified Emergency Contact, at which point the Service Period closes.

5. **Food and Supplies.** 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 APPS can easily locate in the home prior to the commencement of the Service Periods and for the duration of the entire Service Period. Client understands that depletion of such food and/or other supplies would result in APPS' replenishment with the same or a reasonable substitute in any quantity at client's expense, plus applicable errand surcharges.

6. **Security Systems** APPS is not liable for any charges, fines, or other damages resulting from the malfunction or unintended triggering of a security system.

7. **Keys/Lockout** No keys, garage door openers, or any other form of entry to your home will be hidden or left on property by either the client or APPS. Keys to the home will be given to APPS to keep on file with the SIGNED KEY agreement. If a garage code is offered to gain entry to your home, it must be followed up by a key to your home in case of malfunction or power outage. If a copy of the key is NOT retained a fee of \$25.00 will be incurred for pick up and drop off of the key. In the event that APPS is required to employ a locksmith to gain entry into a client's premises due to the malfunction of the lock, or failure of Client to provide a functioning key to APPS, it shall be the responsibility of Client to reimburse APPS for all costs incurred. The Client expressly gives APPS the authority to employ a locksmith on Client's behalf in the event of the aforementioned circumstance(s).

8. **Property Damage.** APPS is not responsible for damage to Client's property caused by Client's pet(s) during the Service Period. If any neighbor, friend, family member, contractor, or other Client representative enters Client's home or property during a Service Period, APPS is not responsible for damages or loss to Client's property.

9. **Personal Injury.** Client assumes responsibility for injuries and disabilities sustained by APPS caused by clients' pets and/or home, including, but not limited to, bites, scratches, mauls, hazards, etc. APPS generally does not provide service for aggressive animals. If client misrepresents an animal's history of aggression, client places APPS at substantial risk and may be liable for significant punitive damages. If any of client's pets' exhibit signs or acts of aggression after client enters this agreement, client is obligated to notify APPS of the incident(s) (a) at once if a service period is pending, or (b) upon requesting future service. APPS decision to provide care to an animal(s) following client disclosure of unsatisfactory animal's behavior does not indemnify client from claims resulting from such animal(s). If APPS takes pet(s) off clients premise(s), client agrees to indemnify and hold harmless APPS for any injury or damage which may be caused to others by the actions of clients pet(s), or to clients pet(s) caused by the actions of other animal(s), including, but not limited to, loose or stray dogs.

10. **Plant Care.** Upon request APPS will provide reasonable plant maintenance, however client indemnify APPS from liability in the event the plant becomes damaged. All indoor plants must be placed in a shower, sink or bath tub by the client before plant care can be started.

11. **Outdoor Animal(s).** APPS is not responsible for injury, disappearance, or death of pet(s) with unaided or unassisted access to the outdoors. Unaided or unassisted access will include but not be limited to pet doors.

12. **Loss of Animal(s).** APPS strongly encourages client to maintain legible and accurate identification on pet(s), even if the pet(s) is not normally provided access to the outdoors. Clients should insure that an animal(s), which may be quick to spring from the premise upon the opening of a door or gate, is additionally restrained from the exit. (i.e. Crate, internal door, tethered.) If client fails to comply with such reasonable and prudent precautions, then client agrees to indemnify and hold harmless APPS from the loss of such pet(s).

13. **Urgent Animal Care.** In case of an illness or injury that APPS believes to threaten clients pet(s) lives or quality of life, APPS will make every reasonable attempt to secure prompt treatment for clients pet(s). Client authorizes APPS to administer and /or authorize emergency first aid and CPR and/or authorize medical surgical treatment to clients pet(s) at a veterinary clinic of APPS choice during the service period, and client agrees to be solely responsible for all expenses incurred resulting from such effort, even if unsuccessful, up to limits designated in writing, or if not available, at APPS discretion. Due to the nature and urgency of some pet(s) health emergency, where time is of the essence, there may not be time to consult with client and/or Client specified emergency contact(s) when APPS considers it's safe and/or appropriate to do so.

14. **Urgent Home Care.** In the event that Client's home is damaged during the Service Period, and if APPS will first attempt contact with Clients and/or Emergency Contact(s) to establish a plan of action, and if neither Client, nor Emergency Contact(s), can be reached, Client authorizes APPS to take appropriate steps to return the property to a safe, secured and/or stable condition at Client's expense. Examples of such urgent home care include but are not limited to window breakage, water damage due to plumbing problems, forced entry, tree limb damage, vehicle damage, etc.

15. **Trespassers.** During the Service Period there is to be no one else allowed on the Client's property (including home and yard) without prior approval from both APPS and the Client. If anyone other than APPS enters the client's property during the Service Period without advanced written acknowledgment to APPS, the Client will be responsible for all situations thereafter the trespassers entry.

16. **Discretionary License.** If APPS determines, at its sole discretion, that it is unsafe to enter Client's property and/or approach Client's pet(s), or if damages or injuries occur during the Service Period, APPS

reserves the right to close the Service Period prior to its scheduled closure and/or secure one or more pets in any manner necessary, including, but not limited to, crating, tethering, confining, off-site boarding, off-site kenneling, or off-site sheltering, at Client's expense, APPS will do its best to contact client before decisions are made.

**17. Mandatory Arbitration:** If a dispute arises between APPS and the client any action must be attempted to be resolved by either mediation or non-binding arbitration before any legal action is commenced. If either party institutes mediation or arbitration it is agreed that the rules of the American Arbitration Association will govern the proceedings. The parties agree to split mediation and arbitration costs.

**18. Attorneys' Fees.** If client commences a legal proceeding to enforce or obtain a declaration of rights under this agreement, and APPS becomes the prevailing party in such proceeding, then APPS shall be entitled to recover its reasonable attorney's fees and costs incurred in the proceeding from the non prevailing Client, as well as any reasonable attorney's fees and costs that APPS incurred prior to commencing the proceeding.

**19. Payment Terms.** First time clients MUST pay full amount at time of reservation. Future reservations of current clients pay at least 50% at time of reservation and 50% seven days BEFORE service begins. For Holiday reservations 50% is due at time of reservation and 50% is due NO LATER than 30 days BEFORE service begins. Checks, PayPal, and cash will be accepted.

#### **20. Cancellations (non holiday reservations)**

In order to best serve your needs, the strict cancellation policy is as follows – daily dog walks must cancel no later than 8:00 am of the scheduled day by phone voice-mail, or email for a credit for the following week. Regular Vacation visits- 0-48 notice prior to any service – payment in FULL will be charged. 3-7 days prior to any service 20% of service total will be charged and 80% will be credited for future pet visit services (use within one year) minus any processing fees incurred. 8 days or more before any service- \$25 service fee charged and all other payments (minus processing fees incurred) will be credited to future pet visits service (use within one year). 30 days. Any early returns from regular vacations will be charged for 48 hours of service and the rest will be credited for future pet visit services. (To be used within one year)

## 21. Holiday Cancellations

Any reservation including any holiday dates will fall under the Holiday cancellation policy. 14 days or less – before any service -payment in full will be charged. 15-21 days 20% of service total will be charged and 80% will be credited for future service ( to be used within one year)(minus any incurred processing fees) 22 days or more-\$50 service fee charged and all other payments ( minus processing fees if incurred) will be credited to future pet visit services.

I give permission for Aunt Penny's Pet Sitting to administer medications and/or provide pet first aid or CPR if needed for my pet.

22. **Severance and Choice of law:** If any term or terms of this agreement are deemed invalid or illegal by a court of competent jurisdiction, that term shall not affect the validity of the remaining provisions of this agreement. This Agreement shall be governed by the laws of the State of Pennsylvania.

I have READ, UNDERSTAND, AND AGREE too, all terms and conditions specified above and have been provided a legible copy of this document. (Please print from our website under policies)