



Legal Considerations Agreement

- **Payment in full is due before service is provided for any period.** Failure to do so may result in a late fee of five dollars (\$5) each day. Payment can be made at initial booking consultation/key pick up, or left for the Pet Sitter on the first day of service
- There will be a **\$25 service charge** for each returned check.
- Unpaid service may be cancelled without notice, including prior to or during the service period.
- Cancellation Charge Schedule effective 6/1/2008 (% applies to entire service period total):
 - **0 - 48 hours** prior to any service, and/or Holidays: Payment in full is charged (no refunds)
 - **2 - 4 days** prior to service: 50% of service total is due.
- Exceptional Pet & House Sitting (EPHS) is not responsible for wilted, dead or otherwise unhealthy plants. Your Pet Sitter 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.
- EPHS 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.
- EPHS, nor owner, Damiane de Wit, my agents, assigns, successors and heirs are not liable and are completely indemnified for any and all liability stemming from the act(s) or failure to act(s) of third parties, whether known or unknown, including but not limited to, friends, neighbors, relatives or other service persons, that shall enter your residence for any purpose while I am caring for your pets and home.
- For the safety of your four-legged loved ones and home, no other persons shall be permitted in your home during the service period. Failure to comply will result in a breach of contract.
- Owner will **provide EPHS with 2 (two) sets of keys.** While keys are in the possession of a Pet Sitter, they will be either on the Sitter's physical person, or be properly stored at an undisclosed location.
- 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 Contract Agreement, accepted and signed by each rightful owner(s).
- Pet Owner is responsible for pet-proofing house and yard, and the security fences/gates/latches. EPHS 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.
- EPHS 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.
- Pet Owner is responsible for supplying the necessary, safe equipment/supplies needed for care of their pet(s), including but not limited to firmly affixed vaccination tags, a leash for walks or in case of emergencies, 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.
- 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 EPHS, 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. EPHS will definitely try to see to your pets safety/care should such events occur, but cannot guarantee it.
- This contract permits EPHS to accept all future telephone, online, mail or email reservations and provide service without additional signed legal considerations agreements.
- EPHS 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.
- EPHS agrees to provide the services stated in this agreement in a reliable, caring and trustworthy manner. In consideration of these services and as an express condition thereof, the client expressly waives and relinquishes any and all claims against EPHS, except those arising from negligence on the part of the pet sitter. Client agrees to notify EPHS of any concerns within 24 hours of return.
- This agreement is valid from the date signed, and replaces any prior Legal Contract agreements. Client agrees to any future EPHS term changes relayed verbally to the client, mailed or emailed in writing to the client, or posted on our website.
- The owner states that he/she as read this agreement in its entirety and fully understands and accepts its terms and conditions.

Client/Owner Name:

Signature: _____ Date: _____

Exceptional Pet & House Sitting
11700 Preston Road, Suite 660-409
Dallas, TX 75230
(469) 222-3381
www.exceptionalpetsitting.com