

1. Overview. Client, identified below, enters into this agreement with The Pet Sitters LLC, its agents, affiliates, contractors, representatives, assistants, and/or associates, hereinafter referred to as 'The Pet Sitters'. The contents of this 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 Periods in the future. Details of the services to be provided are expressed separately -- in writing, orally or both -- and may be changed from time to time upon Client's notification and THE PET SITTERS' subsequent acknowledgment and agreement. Costs of services are based upon THE PET SITTERS' published rates and fees, which are available for Client's review, and they are subject to change without notice.

2. Confirmation of Service Period. Once a service period is requested and reserved, it is the Client's responsibility to notify THE PET SITTERS of any changes needed to be made to the Service Period. Changes less than two weeks prior to the contracted period may not be guaranteed accommodation. It is incumbent on Client to directly contact personnel of THE PET SITTERS if they wish to make any changes to a Service Period. Failure to do so before the day prior to the beginning of the Service Period will result in Client being assessed the charges of the contracted Service Period regardless of services rendered.

3. Client's return. Client agrees to contact THE PET SITTERS by telephone immediately upon return to the home -- whether early, on time or late -- to check in and formally close the Service Period. If Client fails to contact THE PET SITTERS immediately upon return, Service Period may be extended as detailed below under "Extension of Service Period" 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 THE PET SITTERS at earliest opportunity. Service Period may be extended by mutual agreement between THE PET SITTERS and Client by telephone. In case of international travel, cruise ship travel, or emergency situations, in which an emergency telephone call to THE PET SITTERS is not possible or practical, THE PET SITTERS may extend the Service Period to accommodate the needs of the pets, plants, and home, for a maximum of seventy-two (72) hours. If no contact is made to THE PET SITTERS within seventy-two (72) hours, THE PET SITTERS 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 THE PET SITTERS can easily locate in the home prior to the commencement of the Service Period and for the duration of the entire Service Period. Client understands that depletion of such food and/or other supplies would result in THE PET SITTERS' replenishment with the same or a reasonable substitute in any quantity at Client's expense, plus applicable errand surcharges.

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

7. Lockout. In the event that THE PET SITTERS is required to employ a locksmith to gain entry into Client's premises due to malfunction of the lock, or failure of Client to provide a functioning key to THE PET SITTERS, it shall be the responsibility of Client to reimburse THE PET SITTERS for all costs incurred. The Client expressly gives THE PET SITTERS the authority to employ a locksmith on Client's behalf in the event of the aforementioned circumstance(s). If the lockout is a direct result of the sitter's mishandling of the keys, Client is not responsible for charges incurred.

8. Property Damage. THE PET SITTERS 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, THE PET SITTERS is not responsible for damages or loss to Client's property.

9. Personal Injury. Client assumes responsibility for injuries and disabilities sustained by THE PET SITTERS caused by Client's pet(s) and/or home, including, but not limited to, bites, scratches, mauls, hazards, etc. **THE PET SITTERS generally does not provide service for aggressive animals.** If Client misrepresents an animal's history of aggression, Client places THE PET SITTERS 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 THE PET SITTERS of the incident(s) (a) at once if a Service Period is pending, or (b) upon requesting future service. THE PET SITTERS' decision to provide care to an animal(s) following Client disclosure of unsatisfactory animal behavior does not indemnify Client from claims resulting from such animal(s). If THE PET SITTERS takes pet(s) off Client's premises, Client agrees to indemnify and hold harmless THE PET SITTERS for any injury or damage which may be caused to others by the actions of Client's pet(s), or to Client's pet(s) caused by the actions of other animal(s), including, but not limited to, loose or stray dogs.

10. Plant Care. Upon request, THE PET SITTERS will provide reasonable plant maintenance, however Client indemnifies THE PET SITTERS from liability in the event plant becomes damaged.

11. Outdoor animal(s). THE PET SITTERS is not responsible for injury, disappearance, or death of pet(s) with access to the outdoors.

12. Loss of Animal(s). THE PET SITTERS 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. **Client should ensure that an animal(s), which may be quick to spring from the premises upon the opening of a door or gate, is additionally restrained from exit (i.e. crate, internal door, etc.).** If Client fails to comply with such reasonable and prudent precautions, then client agrees to indemnify and hold harmless THE PET SITTERS from the loss of such pet(s).

13. Urgent animal care. In case of an illness or injury that THE PET SITTERS believes to threaten Client's pet(s)' lives or quality of life, THE PET SITTERS will make every reasonable attempt to secure prompt treatment for Client's pet(s). Client authorizes THE PET SITTERS to obtain emergency first aid and/or medical/surgical treatment to Client's pet(s) at a veterinary clinic of THE PET SITTERS' 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 THE PET SITTERS' discretion. Due to the nature and urgency of some types of pet health emergencies, where time is of the essence, there may not be time to consult with Client or Client's specified Emergency Contact(s) before action is taken; however, THE PET SITTERS will make every reasonable effort to reach Client and/or Client's specified Emergency Contact(s) when THE PET SITTERS considers it 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 THE PET SITTERS determines that the damage causes the property to be unsafe, unsecure, or subject to further damage or loss without proper attention and/or repair, THE PET SITTERS will first attempt contact with Client and/or Emergency Contact(s) to establish a plan of action, and if neither Client, nor Emergency Contact(s), can be reached, Client authorizes THE PET SITTERS to take appropriate steps to return the property to a safe, secure 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. Discretionary license. If THE PET SITTERS 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, THE PET SITTERS 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.

16. Attorneys' Fees. If Client commences a legal proceeding to enforce or obtain a declaration of rights under this Agreement, and THE PET SITTERS becomes the prevailing party in such proceeding, then THE PET SITTERS shall be entitled to recover its reasonable attorneys' fees and costs incurred in the proceeding from the non-prevailing Client, as well as any reasonable attorneys' fees and costs that THE PET SITTERS incurred prior to commencing the proceeding.

17. Payment terms. Unless otherwise mutually agreed upon, payment for first-time services are due when services are contracted, and payment for subsequent services are due no later than twenty (20) days following the receipt of the invoice for the service period. A late fee of \$10.00 may be applied to overdue invoices for every twenty day period the payment is late by, and may result in payment being required in advance for future services. Returned checks are subject to a \$25.00 handling charge, and may result in cash or cash payment being required (a) in advance for future services and/or (b) to settle an existing outstanding balance. Accounts outstanding more than ninety days from the end of the Service Period may be turned over to a collection agency. Client agrees to pay all costs associated with the employment of such collection agency in obtaining or attempting to obtain the outstanding balance due and applicable late fee(s).

I have **READ, UNDERSTAND, AND AGREE** to, all terms and conditions specified above and have been provided a legible copy of this document.

Client Signature

Date

THE PET SITTERS Authorized Representative

Date

Printed Name

Printed Name