



Keep'em Kozy Petsitting LLC- 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.

1. Payment in full is due at time of reservation for non-daily clients. **Reservations are not held** until payment in full is received by Keep'em Kozy Petsitting LLC or special arrangements are agreed upon by both parties in writing. A \$2 **per visit** late charge will be assessed to service that is not paid in advance.
2. There will be a \$35 service charge for each returned check.
3. Unpaid service may be cancelled without notice by Keep'em Kozy Petsitting, including prior to or during the service period.
4. Clients that are billed for service (only applies to clients that receive service on a regular basis)
 - o Invoices are sent via Intuit Payment Network unless other arrangements have been made.
 - o Payment is due within 2 days from the date the invoice is sent.
 - o A \$2 **per day** late fee will apply to any invoice that is not paid within 24 hours of receipt.
 - o Less than 48 hours notice of cancellation by the client will result in full payment being charged.
5. Cancellation Charge Schedule (% applies to entire service period total):
 - o **0- 7 days** prior to any service. Payment in full is charged (no refunds)
 - o **8 -14 days** prior to service: 50% of service total is due (equals an 50% refund)
 - o **More than 14 days** prior to service or more: No charge, refund in full.
6. Holiday Cancellation Charge Schedule (% applies to entire service period total):
 - o **0 -14 days** prior to any service. Payment in full is charged (no refunds)
 - o **More than 14 days** prior to service: 50% of service total is due (equals an 50% refund)
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. Service scheduled less than 48 hours before any visit is considered a "last minute" request. The client will be charged an additional \$10.00 for this request.
9. Keep'em Kozy Petsitting LLC is not responsible for wilted, dead or otherwise unhealthy plants. Keep'em Kozy Petsitting LLC 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.
10. Keep'em Kozy Petsitting LLC 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 Keep'em Kozy Petsitting LLC within 10 days.
11. Keep'em Kozy Petsitting LLC 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. Keep'em Kozy Petsitting LLC agrees to remain insured through a pet sitting liability insurance entity during each service period. Keep'em Kozy Petsitting LLC 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.
12. **Client acknowledges Keep'em Kozy Petsitting is not able to participate in "shared" pet care. This refers to uninsured people or parties who do not permanently reside in the home coming into the pet owner's home while the homeowners are away. No one other than Keep'em Kozy Petsitting or another Bonded & Insured Pet Care Service should be entering the client's home while we are contracted to care for your pets. Should another party outside of Keep'em Kozy Petsitting or another Bonded & Insured Pet Care Service enter the client's home, Keep'em Kozy Petsitting is released of any and all liability. If you are having any work done on the property outside the home you must notify Keep'em Kozy Petsitting either by phone or email before the service period begins.**
13. Keep'em Kozy Petsitting LLC 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. Keep'em Kozy Petsitting LLC 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.

14. 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).
15. 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.
16. Pet Owner is responsible for pet-proofing house and yard, and the security fences/gates/latches. Keep'em Kozy Petsitting LLC 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.
17. **Pet Owner agrees that not all visits will be performed by the Owner of Keep'em Kozy Petsitting LLC. Pet Owner gives permission to allow representatives of Keep'em Kozy Petsitting LLC to enter the premise to care for their pets as contracted for any and all visits.**
18. Keep'em Kozy Petsitting LLC 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.
19. 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, poop bags, litter boxes, cleaning supplies, medications, 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 Keep'em Kozy Petsitting LLC within 10 days for all purchases made.
20. 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 Keep'em Kozy Petsitting LLC, in the event of a claim by any person injured by the Pet.
21. 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". Keep'em Kozy Petsitting LLC will definitely try to see to your pets safety/care should such events occur, but cannot guarantee it.
22. This contract permits Keep'em Kozy Petsitting LLC to accept all future telephone, text, online, mail or email reservations and provide service without additional signed legal considerations agreements.
23. Keep'em Kozy Petsitting LLC 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 care 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.
24. Keep'em Kozy Petsitting LLC 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 Keep'em Kozy Petsitting LLC, will be the responsibility of the Independent Contractor and the company they represent. All hired Independent Contractors are required to carry liability insurance with optional coverage or bonding through a reputable company.
25. Client agrees to discuss any concerns with Keep'em Kozy Petsitting LLC 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 Keep'em Kozy Petsitting LLC term changes relayed verbally to the client, mailed or emailed in writing to the client, or posted on our website under the heading Policies/ Forms.
27. This contract may be terminated by either party by giving thirty days written notice to the other party.
28. The owner states that he/she as read this agreement in its entirety and fully understands and accepts its terms and conditions.
29. The owner agrees to all policies as stated on <http://www.keepemkozypetsitting.com>.

Client/Owner Name:

Signature: _____ Date: _____

Keep'em Kozy Petsitting Representative: Sue Wajvoda

Signature: _____ Date: _____