

Happy Paws Pet Sitting, Inc.

Reliable, Conscientious, Trustworthy

www.happypawspetsit.com

(908) 565-0293 (Cell)

john@happypawspetsit.com

SERVICE CONTRACT

The term ***Happy Paws*** as used herein refers to the officers, owners, and subcontractors of the company known as Happy Paws Pet Sitting, Inc. The term ***Client*** as used herein refers to the named individual(s) on the Happy Paws Initial Service Request form. The term ***Sitter*** refers to the Happy Paws representative performing the service.

Visits The **length** of a “Regular Pet Sit” visit is 45-50 minutes, while the length of a “Paws Express” visit is 15 minutes and of a “Paws Express Plus” visit is 30 minutes. The scheduled **time** of a visit is agreed to by Happy Paws and Client and is based on an estimated time of arrival. Since the Sitter may be delayed by unforeseen circumstances such as weather conditions, accidents, emergencies, or other causes, Happy Paws reserves the right to vary by one hour in either direction from the agreed to time, and if it ever appears as though the time may vary by more than that, Happy Paws will contact Client to inform them of such delay.

House Sits: The rate for this category of service is based upon an overnight stay at Client’s house from approximately 7:30PM to 7:30AM. Additional mid-day visits are also available at the rates then in effect. At the time of agreement for the House Sit service, it should be agreed upon by Sitter and Client which “creature comforts” the Sitter may partake of in the home, such as use of the TV, stereo, etc., and which food items may be consumed. In addition, sleeping arrangements should be clearly explained to the Sitter in a Meeting to be held prior to departure.

Payment for Services: Payment of the estimated charges for the Service to be provided (excluding HPC visits---see below) is due prior to commencement of the services. Client will be billed (or credited) for any additional charges (or credits) upon completion of the Service, and the balance will be due within ten days of the invoice date. If for any reason Client returns earlier or later than the estimated date of return (see below), adjustment will be made prior to the preparation of the final invoice. HPC Clients will be billed on a semi- monthly basis and the invoice shall be due within ten days of the invoice date. Client agrees to pay Happy Paws for services rendered with cash or a check made payable to *Happy Paws Pet Sitting, Inc.* Client further agrees to pay Happy Paws for any and all fees relating to returned checks.

Notification of Return: Upon returning home, Client must notify Happy Paws, by email at john@happypawspetsit.com or by phone or text message to (908) 565-0293 to confirm that service is to be discontinued. Failure to notify Happy Paws may result in Happy Paws determining that additional visits are required, providing that the return home cannot be verified. In this event, Client will be billed for such additional visits and may be charged an additional fee of \$25.00 to compensate the Sitter and the Happy Paws Office Staff for any inconvenience related to coordinating the continued service.

Early Return: Clients returning home earlier than scheduled are required to provide no less than 24 hours notice for cancellations in order to avoid further charges. Client will be charged for any service scheduled within that 24 hour period. In addition, if the Sitter makes an unnecessary visit to Client’s home because of lack of notification of early return, Client will be charged for that visit. If Client has paid for the service in advance, a refund or credit for future service will be issued by Happy Paws for any scheduled visits beyond the 24 hour period.

Late Return: Client should notify Happy Paws as soon as possible if it is expected that the actual return will be later than the scheduled return, so that additional service visits can be made to accommodate the needs of the pet(s). Client hereby agrees to pay Happy Paws for any such additional visits, which will be made on the same schedule on which the service was contracted. The best way to notify Happy Paws of such late return is through email, if available, then by phone to the Happy Paws office or to the Sitter’s cell phone, if known.

Key Policy: It is generally preferable for Happy Paws to retain Client’s house key(s), in order to facilitate future visits without having to coordinate another Meeting to exchange such keys. Happy Paws agrees to store the keys in a secure manner at the Company’s office location. If Client elects to have the keys returned by the Sitter, there will be a delivery charge based upon time and expense, not to exceed the charge for a Standard Pet Sit. Client may also elect to have the keys returned by U.S. mail, or to pick them up at the Happy Paws office, and in either case there will be no charge to Client.

Access to Home: Client agrees to notify Happy Paws of any other individuals allowed access to the premises during the entire duration of the contracted service. This includes cleaning services, maintenance personnel, and friends and family. If any of these, or any other individuals, request access to the premises during the time that the Sitter is present, that individual will not be allowed entry unless Client has specifically granted such access. Such event would void Happy Paws' bonding and insurance coverage.

Shared Responsibilities: Client attests that only Happy Paws will provide pet sitting services during the contracted service period. Under no circumstances will Happy Paws be obligated to share the responsibility for pet sitting services. If Client prefers to use the services of Happy Paws in conjunction with other care arrangements, such as friends, neighbors, or family members, Happy Paws may not be held responsible for any damages to the home or injury to the pets. Happy Paws' insurance coverage is waived in a "shared" responsibility situation, unless proof beyond a reasonable doubt were to be provided that Happy Paws representatives were negligent and/or responsible for any such damage.

Pet Illness: In the event that a pet, while under the care of Happy Paws, becomes ill or needs special services (including additional time or additional visits), Client authorizes Happy Paws to provide such care, including transport to Client's veterinarian (or one that is available, including an Emergency Clinic). Client authorizes Happy Paws to approve any emergency treatment recommended by said veterinarian. Client further agrees to promptly reimburse Happy Paws for the costs incurred for any emergency treatment or care. Client recognizes that Happy Paws cannot be held responsible for injury or death of pet(s) related to veterinarian treatment.

Inclement Weather: Client entrusts Happy Paws to use best judgment in caring for their pet(s) in the event of inclement weather, which can be defined as weather severe enough to warrant school or government office closings. If this Inclement Weather Policy is put into effect, all Clients will be notified by Happy Paws via email. The Sitter will make every reasonable effort to reach Client's home, although the service schedule may be altered due to circumstances. If the Sitter is unable to drive safely to Client's home, Happy Paws will attempt to contact Client by telephone, and, if unsuccessful in this attempt, will attempt to contact the "nearby emergency contact" which Client has specified in the Happy Paws Client Profile. In the event that no contact can be made either with Client or the emergency contact, Happy Paws will provide service as soon as conditions allow safe access to Client's home.

Holiday Policy: Client agrees to pay a rate that is 1.5 times the normal rate for any service on the following Holidays: Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve and Christmas Day, New Years Eve and New Years Day. Booking for the Thanksgiving, Christmas, and New Years time periods must be made more than two weeks prior to these Holidays or may be subject to a 10% Late Booking Fee. Cancellations made less than one week prior to the commencement of service for these Holidays will be subject to a Cancellation Fee of up to 50% of the total amount for the contracted service.

Medications: In the event that Client's pet(s) require the administration of medication, including pills, eye drops, or shots, Client expressly waives and relinquishes any and all claims against Happy Paws in the case of illness or death of the pet(s). Client must provide detailed instructions to Happy Paws regarding the name and dosage of the medication, number of times and method of administration, and the name and telephone number of the veterinarian who prescribed each medication.

Special Needs: Client agrees to pay an additional fee of up to \$5.00 per visit for any pet with "special needs", including, but not limited to, preparation of special meals, hand feeding, changing diapers, or consistent cleanup of "accidents". The determination of "special needs" is made by Happy Paws with involvement and agreement by Client.

Insurance: Happy Paws Pet Sitters are insured by a national insurance carrier to cover accidental damage to a Client's home during the performance of pet care duties. Client releases and agrees to hold harmless Happy Paws Pet Sitting, Inc., its employees and contractors from damages to Client's property done by Client's pet(s), except in the case of gross negligence. In the event of a claim against Happy Paws as a result of their negligence, the parties agree that Happy Paws will pay, as liquidated damages, and not as penalty, the sum of \$250.00 or actual damages, whichever is less. Subject to the liquidated damages provision set forth herein, Client agrees to indemnify, defend and hold harmless Happy Paws for any accident, illness, injury, or death involving Client's pet(s) or property. Any action by Client for damages or injury must be initiated within six months of the incident or be forever barred.

Each Happy Paws document completed at the time of the Intake Meeting becomes a vital part of this Contract and will be incorporated therein and considered binding. It is Client's responsibility to provide updated information, in writing, to Happy Paws, as pet care needs and Sitter responsibilities change.

The inaugural term of this Contract shall be from _____ until revoked in writing. Happy Paws reserves the right to terminate this Contract at any time without prior notice. Any changes or amendments to the Contract can be made at any time without prior notice. Rates and services are subject to change without prior notice.

The Client fully understands the contents of this Contract and agrees to pay the fees for services stated herein, and to pay any additional charges due when the service has been completed. In the event any part of this Contract shall be determined to be invalid it shall have no bearing on any other part of this Contract.

Client Signature_____

Date_____

Signature of Happy Paws Representative_____

Date_____