



PETS DOMAIN

Pet Services Agreement – Terms and Conditions

This agreement is entered into by PETS DOMAIN ATX (Company) and Client. Client agrees that the terms of this agreement shall govern all current and future services provided by Company, for all Client's existing and future pets; and permits Company to accept telephonic and electronic requests for services, and enter all locations designated for services without additional written authorization.

Client authorizes and engages Company to perform services, and Client agrees to pay for those services, per the Company's Price Sheet. Services will be provided by Company contractors or employees. Company will make every effort to have the same individual or requested individual perform the services, but reserves the right to assign contracted services to qualified personnel as available. The price sheet may be periodically modified by Company, in its sole discretion.

Payment Policy:

Client shall promptly pay for all services by the due date as set forth in the price sheet. Late fees, handling fees for returned checks and other fees shall be payable as set forth in the price sheet. Client shall pay interest charges at the lesser rate of one and one-half percent (1.5%) per month on past due invoices. Client will be responsible for all costs and fees associated with collection efforts, including attorneys' fees, for all past due payments.

Cancellation Policy:

For scheduled services under \$100:

24 hour cancellation notice: FULL REFUND GIVEN AS CREDIT TOWARDS NEXT SERVICE.

Less than 24 hour cancellation/no notice: NO REFUND

For scheduled services over \$100:

8 day cancellation notice: FULL REFUND GIVEN.

4-7 day cancellation notice: 50 % OF TOTAL FEE REFUNDED TO CLIENT.

Less than 4 day cancellation/no notice: NO REFUND

Dog Walking Cancellation Policy:

Monthly dog walk clients may reschedule cancelled dog walks within the same calendar year.

Inclement Weather:

In the event of extreme inclement weather or natural disaster, Company will provide services as soon as it is safe to travel. Company is not liable for damages arising from delays due to unsafe weather conditions or acts of God.

Pet Sitting Standard of Care:

Company strives to provide an excellent standard of care in pet sitting services. Consequently, Company has a minimum visit standard of care policy. Pet sitters will visit a minimum of:

1 visit per 24 hours: pets with access to relief facilities (litter box, doggy door to yard)

2 visits per 24 hours: pets without access to relief facilities but with freedom of movement in residence

3 visits per 24 hours: pets in kennels, crates or other confined spaces (bathroom or laundry room)



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Thermostats: Please leave your thermostat settings within a normal comfortable range (68-78°F). If the indoor temperature is outside of this range, Company will adjust the thermostat to ensure the health and comfort of your pets during our time of service.

Off-leash Authorization:

_____ I DO NOT want my pet to have off-leash exercise time outdoors.

_____ I DO want my pet to have off-leash exercise time outdoors.

_____ Client's Fenced Yard

_____ Dog Park or other Off-Leash areas

Client agrees that pets are instinctual by nature and not always controllable even when the highest level of care is provided. Company is not liable, and Client agrees to defend and indemnify Company for any and all fines, fees, as well as damages resulting to the pet itself, other people or animals resulting from Client's pet having unleashed access to the outdoors. If authorized, Client's pet may have off-leash exercise time in the Client's fenced yard, designated dog parks or other legally designated off-leash areas.

Company shall not be responsible for the pet's welfare when it will not return to the house or enclosure after off-leash exercise time. The fee owed under this agreement shall be earned and payable even if, after a reasonable effort, Company is unable to perform the services because of the animal's behavior (running off, vicious behavior, etc.)

Animal Aggression and Pet Injuries:

Company will not knowingly place Client's pet in the company of aggressive animals and will immediately remove Client's pet from any animal fight. Company will not be responsible for damages caused by any pet that instigates fights with other animals or is injured by another animal while in Company care.

Client represents and warrants that Client's pets are currently vaccinated in accordance with all local and state laws. Client agrees to indemnify, defend and hold harmless Company, its respective employees, members, agents and affiliates from all liabilities, claims and expenses, including but not limited to medical expenses, damages and reasonable attorney fees, that arise from or relate to the behavior of Client's pet, including but not limited to property damage, personal injury or death caused by pet.

If Company, in its sole discretion, determines that Client's pet poses a danger to the health or safety of other persons or animals, Company may terminate this contract with no refunds due to Client, and Client authorizes pet to be placed in a kennel pending Client's pick up of the pet. Every attempt will be made to notify Client regarding such a situation immediately.

Pet Injuries or Illness and Veterinary Care:

Company agrees to exercise reasonable care in the provision of services to the Client. If Client's pet becomes ill while under Company care, Company will attempt to notify Client immediately. If Client cannot be reached, Company will attempt to notify the emergency contact. If, in Company's sole discretion, the pet's condition requires immediate treatment, Client authorizes Company to transport pet to a veterinarian for treatment. Client agrees to indemnify and hold harmless Company from any liability arising from such veterinary charges; all such charges and fees are payable in full by Client and Client agrees to reimburse all monies spent by Company on veterinary care up to the amount of \$_____.



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Any treatment that costs over that amount will not be authorized by Company. Client agrees to pay Company \$30/per hour for the transport and time spent to obtain veterinary treatment for Client's pet within seven (7) days of Client's return date.

Ancillary Home Care Services:

Client shall provide to Company all keys, key cards, codes, and detailed instructions needed in order to access the location designated for service. Client may opt to have Company send personnel to pick up or drop off keys, key cards and detailed instructions for a \$10 key pick up fee. Any locksmith fees incurred as a result of providing faulty keys or insufficient information or materials for access is the financial responsibility of the Client. Client represents that Client has adequate insurance to compensate Company for injuries or damages due to the condition of premises. Company is not responsible for damages to Client property or residence unless such damage is caused by grossly negligent acts of Company.

House Cleanliness: Company will clean up after the pet to the best of our ability should an accident occur while the pet is in Company's care. Client shall provide necessary cleaning supplies and inform Company of the location of cleaning supplies.

Plants: Please place all indoor plants together on a waterproof surface in plain sight. Company will work hard to follow written instructions as precisely as possible, but will not be responsible for wilted, dead or otherwise unhealthy plants, water-damaged areas or missed plants.

Security: Company is not liable for any loss or damage in the event of a burglary or other crime that should occur during or before or after a service period. Company will take all reasonable actions to re-secure the home according to Client instructions at the end of each visit. Company is not responsible for any service fees charged by alarm companies, police departments, or any other entity due to false alarm, malfunction, or accidental triggering of the alarm.

Client is responsible for pet-proofing house and yard and security fences/gates/latches. Company will not be responsible for the safety of the pet(s) and will not be liable for any damages arising out of any pet having unsupervised access to the outdoors unless Client has indicated in writing that Client's pet may not be off-leash at any time.

Client must inform Company if additional pet care providers or other service providers will be visiting while you are away (i.e. cleaning services, neighbors, friends, family or repair persons). Company will not be responsible for other persons who will be in your home during Company's contracted service period.

Emergency: In the event that Company witnesses a household emergency (e.g. severe weather damage, broken pipes, fire, etc.), Company will notify client immediately; if Company cannot reach Client, Company will notify Client's emergency contact of the household emergency.

Restocking supplies:

If Company needs to restock supplies that the Client agrees to provide but that are not provided at the time of the scheduled service (such as pet food or medication), Client agrees to reimburse Company for all supplies purchases plus a \$20/restocking fee within seven (7) days of Client's return date.



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Disclaimer and Liability Waiver:

COMPANY PROVIDES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES AND DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN CONSIDERATION OF THE SERVICES AND AS AN EXPRESS CONDITION THEREOF, THE CLIENT EXPRESSLY WAIVES AND RELINQUISHES ANY AND ALL CLAIMS AND LIABILITIES OF ANY KIND AGAINST COMPANY, INCLUDING ANY CLAIM FOR INJURY OR DEATH OF PET, ARISING FROM OR RELATING TO THE SERVICES OR THIS AGREEMENT, EXCEPT THOSE ARISING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT; IN NO EVENT SHALL COMPANY’S TOTAL AND AGGREGATE LIABILITY HEREUNDER EXCEED THE AMOUNT OF \$500.

Severability:

This Agreement constitutes the entire agreement between the parties in connection with the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions between the parties, whether oral or written. If any provision of this Agreement or the application of any such provision shall be held to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect to the maximum extent permissible.

Jurisdiction:

The validity, construction and performance of this Agreement shall be governed by and construed in accordance with the law of the State of Texas and all disputes adjudicated in Travis County, Texas.

Termination:

Either party may terminate this Agreement at any time for any reason or no reason by providing the other party with notice of termination.

AGREED:

Client Signature _____

Print Client Name _____

Date ____/____/____

PETS DOMAIN, ATX _____

By: _____

Date ____/____/____