

Service Contract, Policies, Terms and Conditions

Online Booking/Reservations/Service Contract

Clients are requested to use the PetCheck online system to create and update your profile, to request/change/cancel appointments and make payments. Ensuring your profile is current is strongly recommended as it allows us the opportunity to provide the highest level of care and service for your pet(s).

Initial Consultation/Service Contract

Prospect Pet Sitting, LLC requires an **initial consult** with clients before providing service. This meeting is important as it allows you to introduce us to your home, to the routine of your pet(s) and most importantly, to ensure a good bond. This is also an opportunity to discuss our Policies and Service Contract. A **signed Service Contract** is required before providing service.

Methods of Payment

We accept Visa, MasterCard and Discover. Client's can make payments online through PetCheck or set up automatic billing by entering payment information in your online profile.

Daily/Weekly/Monthly Service

The credit card of clients receiving service on a daily, weekly or monthly basis is automatically processed on Sunday of each week services are scheduled. We also accept payment in full at the time of scheduling through the PetCheck online system for clients not wanting automatic credit card processing.

Deposits (Holiday/Vacation Service)

A non-refundable deposit of 50% is required at the time of service requests to hold vacation/holiday dates. The balance is due on the first day of service and will be charged automatically if not paid in full. Returning early does not constitute a refund for services not rendered as sitters cannot be booked for other client services.

Surcharges

A \$5 service fee per visit is applied to each visit on federal, local and major holidays which include the following:

- New Year's Day
- Martin Luther King Jr. Day
- Presidents' Day
- Thunder Over Louisville
- Kentucky Oaks Day
- Kentucky Derby Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving
- Day After Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

Last Minute Requests

A flat fee of \$10 is applied to services requested with less than 24 hours notice. Please note that Prospect Pet Sitting, LLC cannot guarantee the fulfillment of these last minute service requests.

Cancellation Policy/Refunds

Daily/Weekly/Monthly Service (services booked at least one day per week regularly)

A 24-hour advance notice is required for cancellations on all days to receive full refund or credit towards future services not yet rendered. Any cancellation outside of 24 hours will not be refunded or credited. **Any cancellation that has not been submitted in which a sitter arrives at your home to provide service/care will result in your account being charged the service fee for the visit.** Act of God circumstances will be considered on a case-by-case basis.

Holiday/Vacation Service

A seven (7) day advance notice is required for cancellations on holiday/vacation services in order to receive a deposit refund.

Extended Absence

The client must contact Prospect Pet Sitting, LLC in the event your time away is longer than planned. We only accept extensions of service by direct communication.

Home Access (keys)

One copy of your house key must be provided. We recommend you allow Prospect Pet Sitting, LLC to keep your key on file in a secure lock-box at our place of business for our mutual convenience. Key collection and return with each service contract is offered for a trip fee of \$30.

Home Alarms

Clients with alarm systems are asked to please contact their alarm company to inform them you have hired Prospect Pet Sitting, LLC. Please provide us a code for the alarm system and password in case of false alarms. Although you may wish to provide us your personal code and password, we prefer you create a temporary code and password for Prospect Pet Sitting, LLC.

Access to your Home by Others

For the safety of your pets, home and pet sitter, **no one should be permitted in your home at the same time a pet sitter is providing service without the express agreement of Prospect Pet Sitting, LLC.** Please understand that Prospect Pet Sitting, LLC is not liable for any damages to property or pets as a result of other persons entering and leaving your home. This includes but is not limited to maids, repair personnel, contractors, family, friends, neighbors, etc. Prospect Pet Sitting, LLC requires clients to inform us in your PetCheck online profile or at the time of our initial consult of anyone who may have access to your home/property and/or that will be on the property and/or your home during the time while you are away and we are providing care/service. For reasons of obligation and liability, we advocate that no other individual(s) provide pet care service at the same time Prospect Pet Sitting, LLC is providing care.

Home Pet Proofing

(Fences, Gates, Latches, Crates, Cages, Enclosures, etc.)

The pet/home owner is solely responsible to “pet-proof” all areas of the home/property in which the pet has access including but not limited to fences, gates, latches, crates, cages, doors and any other devices intended to contain the pet(s) or restrict access to certain areas of the home and property. Prospect Pet Sitting, LLC is not responsible and is not liable for any injuries the pet(s) may sustain or property damage the pet(s) may cause while in its own home/property.

Fences/Gates/Enclosures

Prospect Pet Sitting, LLC is not responsible or liable for any pets that escape, become lost, are injured fatally or otherwise when pets are left out or provided access to a fenced in area including but not limited to fences that are electronic, wood, metal, glass or any other type of fence or enclosure type. Although fenced in areas are great for play, exercise and potty breaks, no fence system is totally secure.

Crates/Cages

Prospect Pet Sitting, LLC is not responsible or liable for any pets that escape, become lost, are injured fatally or otherwise when pets are left in a crate/cage unattended, improperly used or insufficient for the pet(s) including but not limited to crates/cages that are metal, plastic or any other type of crate/cage. Although crates/cages make great secure place for pets, no crate/cage is totally secure.

Leashes/Collars

All pets/dogs are required to be on leash during outdoor walks. Prospect Pet Sitting, LLC is not responsible for damage incurred or injuries fatal or otherwise sustained by pets/dogs escaping due to a faulty leash, a faulty collar or a collar not fitted correctly.

Pet and House Clean Up

Prospect Pet Sitting, LLC promises to properly dispose of all pet waste and to provide the best effort in cleaning any pet accidents. We request you provide plastic bags, towels, cleaning supplies, paper towels and trash bags. Prospect Pet Sitting, LLC is not responsible for any carpet or flooring stains created by your pet(s).

Visit Minimums (Vacation Service)

- Dogs – Once every 12 hours. Three times per day is recommended.
- Cats – Once every 48 hours. Once a day is recommended.
- Birds – Once a day.
- Rabbits – Once a day.
- Pocket Pets (ferrets, hamsters, guinea pigs, chinchillas, etc.) – Once a day.
- Pigs – Once a day. Two times per day is recommended.

Vaccinations/Immunizations

Prospect Pet Sitting, LLC requires that all pets have the necessary vaccinations and immunizations prior to the start of service. The client agrees to pay all costs and damages incurred by any pet sitter bitten or exposed to any disease or ailment received from the client’s pets which have not been properly or currently vaccinated.

Medications

Prospect Pet Sitting, LLC will **attempt** to administer medications (pill, injection, etc.) as directed but cannot be held responsible for complications that arise as a result. **Under no circumstances** will Prospect Pet Sitting, LLC service any pet that has any form of contagious illness. Behaviorally aggressive or scared pets with medical ailments can pose a serious risk. Clients with such pets must discuss this with Prospect Pet Sitting, LLC **prior** to the rendering of service.

Emergency Veterinary Care

The client authorizes Prospect Pet Sitting, LLC to seek emergency veterinary care with release from all liabilities related to transportation, treatment and expense in the event of a medical emergency. The client authorizes Prospect Pet Sitting, LLC to approve medical and/or emergency treatment (excluding euthanasia) as recommended by any emergency veterinarian in the event the client's veterinarian of choice is unavailable.

Animal Behavior/Aggressive Dogs

Prospect Pet Sitting, LLC is not responsible or liable for animal behavior, normal or otherwise, that results in injury or death to the client's animals. Animal behavior can be unpredictable. Prospect Pet Sitting, LLC will contact you in cases in which your dog(s) will not allow us into your home or prevent us from performing our routine tasks. Free or discounted services are not provided if the aggressiveness of the dog(s) prevents us from performing our typical functions. The client is responsible for all medical fees associated with an injury to the pet sitter caused by the client's dogs or any other pets biting or injuring the sitter. If Prospect Pet Sitting, LLC determines the client's pet(s) pose a danger to the health and safety of the pet sitter and/or that the danger posed prohibits the pet sitter from caring for the pet(s), the client will be notified and given the alternative to authorize placement of the pet(s) in a kennel with the cost of kenneling charged to the client.

Other Dogs

Prospect Pet Sitting, LLC will not permit your dog(s) to interact with strange/stray dogs. We promise to give our best effort at avoiding, keeping interaction to a minimum and moving away as quickly as possible from off leach strange/stray dogs that approach.

Emergency Contact

Prospect Pet Sitting, LLC requests you provide the name and phone number of a person living nearby (with access to your home) in your PetCheck online profile. This should be a person close enough to walk to your home (e.g., a neighbor) if the roads are impassable. This information is needed to contact them to request assistance with checking on your pet(s) in cases we are physically unable to drive to your home. The client understands that Prospect Pet Sitting, LLC will not provide service until conditions allow safe travel to your home in the event we are not provided a nearby emergency contact with access to your home.

Inclement Weather/Emergency Plan

The client entrusts Prospect Pet Sitting, LLC in using our best judgment in caring for your pet(s) and home/property when providing service at the time of inclement weather. Prospect Pet Sitting, LLC promises our finest effort in carrying out your instructions to the best of our ability. The care and service we provide to your pets and their safety is our primary concern. During the winter we ask that daily/weekly/monthly clients please clear your sidewalks, walkways and driveway from snow and ice to prevent injury to your pet(s) and the pet sitter.

1. Every effort will be made to make the trip to your home to care for your pets.
2. Your service schedule may be changed, interrupted or altered depending on the severity of the circumstances/weather.
3. Your emergency contact will be notified if it is **not** possible to drive to your home safely.
4. You will be called immediately and notified that our emergency plan has been activated.

Unexpected Purchases

The client agrees to reimburse Prospect Pet Sitting, LLC for the cost of any additional necessary items that contribute to the health and well being of your pet(s) including but not limited to food, litter, cleaning supplies or other necessary items. A \$30 trip fee will apply. We will retain a receipt and automatically charge the client for reimbursement.

Home-Property Damage/Theft/Acts of Negligence

Prospect Pet Sitting, LLC is not responsible for any loss or damage to the client's home/property beyond the control of the pet sitter including but not limited to leaks, electrical problems, Acts of God, burglary or other crime. Prospect Pet Sitting, LLC is not responsible for any loss or damage to the client's home/property unless such loss or damage is caused by the negligent act of the pet sitter. Prospect Pet Sitting, LLC will contact the client, your emergency contact and the police (in case of suspected burglary) in such situations before deciding an appropriate action plan. Prospect Pet Sitting, LLC carries pet sitting liability insurance to cover negligent acts.

Service Provider Proviso

PROSPECT PET SITTING, LLC'S STANDARD OF CARE SHALL AT ALL TIMES BE THAT OF A REASONABLY PRUDENT PET OWNER AND NOT THAT OF A COMPENSATED BAILEE.

Contract Termination

Prospect Pet Sitting, LLC and the client reserve the right to terminate this contract at any time.

Service Authorization

The client authorizes the terms and conditions outlined in this contract relative to all future services rendered by Prospect Pet Sitting, LLC. Pursuant to the terms and conditions outlined in this contract, Prospect Pet Sitting, LLC agrees to provide the services stated herein with excellence, integrity, dedication and compassion. As an express condition of this contract and in consideration of the services stated herein, the client expressly waives and abdicates any and all claims against Prospect Pet Sitting, LLC except in cases of negligence or willful misconduct on the part of Prospect Pet Sitting, LLC.