

CHERISHED ONES PET SITTING
Pet & Home Care Service Agreement
Authorization and Contract

This is a contract between Cherished Ones Pet Sitting, also referred to as (COPS) and the below named pet owner (hereinafter referred to as “Client”) for the following initial services:

The parties herein agree as follows:

- 1) The initial term of this contract shall be from _____ through _____ and thereafter on an as-needed basis.
- 2) Client authorizes COPS to perform pet and home care services as outlined in the Client Profile, Pet Profile, Service Request and Veterinarian Release which shall become part of this contract.
- 3) COPS agrees to provide the services stated in this contract in a reliable, caring and trustworthy manner. In consideration of these services and as a condition thereof, the Client expressly waives and relinquishes any and all claims against COPS, provided reasonable care and precautions are taken.
- 4) Client authorizes COPS to seek emergency veterinary care with release from all liabilities related to transportation, treatment and expense. Client agrees to reimburse COPS for expenses incurred, plus any additional fees for time spent attending to this need. Client accepts responsibility for any charges related to this emergency care. COPS shall use the Client’s preferred veterinarian indicated in the Pet Profile for this service. Should the client’s preferred veterinarian be unavailable, COPS is authorized to approve medical and/or emergency treatment as recommended by an alternative veterinarian. COPS, in its sole discretion, reserves the right to take the Client’s pet to an animal hospital if required. Every effort will be made to contact Client prior to obtaining medical care.
- 5) Client agrees to reimburse COPS for any supplies, including but not limited to pet food, if not provided by Client.
- 6) In the event of inclement weather or natural disaster, COPS is entrusted to use best judgment in caring for pet(s) and home. Client recognizes that in the event of inclement weather or natural disaster, COPS, in its sole discretion, reserves the right to alter services outlined in this contract. Every effort will be made to notify Client in such a case.
- 7) Client agrees to reimburse COPS for expenses incurred, plus any additional fees for time spent attending to an emergency at the Client’s home, such as, but not limited to, flood, fire, break-in, etc. Every effort will be made to notify Client in such a case.
- 8) In the event of personal emergency or illness of COPS representative, Client authorizes COPS to arrange for another person to fulfill responsibilities as set forth in this contract. Every effort will be made to notify Client in such a case.
- 9) Client will provide proof that pet(s) is/are current on all legally required vaccinations. Should COPS representative be bitten or otherwise exposed to any disease or ailment received from Client’s animal(s) which has not been properly vaccinated, it will be the Client’s responsibility to pay all costs and damages incurred by the COPS representative. All pets must have appropriate license and identification tags on their collars. Tags and licenses required by law are the sole responsibility of the pet owner.

- 10) The utmost care will be taken in watching both your pet(s) and your home. However, due to the unpredictability of animals, COPS cannot accept responsibility for any mishaps of any extraordinary or unusual nature (i.e. biting, accidental death, etc.) or any complications in or from administering medications to animal(s). COPS will not be liable for injury, disappearance, death, or fines of pet(s) with unsupervised access to the outdoors.
- 11) Client releases COPS from liability for damage to any property and/or animal safety if Client allows home access to any persons not affiliated with COPS. COPS will not be held responsible for damages incurred by other party.
- 12) COPS reserves the right to terminate or alter this contract at any time before or during its term if COPS, in its sole discretion, determines that Client's pet(s) poses a danger to the health or safety of COPS representative. If concerns prohibit COPS representative from caring for the pet(s), Client authorizes placement of pet(s) in a kennel, veterinary clinic, or other boarding facility, at the Client's expense. COPS is authorized by my signature below to seek boarding care for my pet(s) with release from all liabilities including, but not exclusively those relating to transportation, treatment, and expense. Client agrees to reimburse COPS for expenses incurred in addition to the hourly rate for services.
- 13) Client will be responsible for all medical expenses and damages resulting from an injury to COPS representative or other person(s) by the pet(s). Client agrees to hold harmless COPS in the event of a claim by any person injured by the pet(s). Client agrees to disclose to COPS any pet(s) history involving injury to any human.
- 14) It is expressly understood that COPS shall not be held responsible for any damages to Client's property, or that of others, caused by the Client's pet(s) during the period in which they are in its care. Client has advised COPS of all situations which will relieve it of liability for damage.
- 15) Client understands that there is an additional fee of \$10 to pick up key if Client is unable to deliver or provide the key to Pet Care Provider at time of contract signing.
- 16) **For travel/vacation clients only:** In the event that COPS is required to employ a locksmith to gain entry into Client's premises due to a malfunction of the lock, key or other door opening mechanism, the Client expressly gives COPS the authority to employ a locksmith on the Client's behalf in the event of the aforementioned occurrence. The Client agrees to hold COPS harmless for consequences related to the activities of the locksmith. Client agrees to reimburse COPS for all cost incurred. If I am unable to wait for the door to be unlocked, I will call the person named as your local emergency contact so that I may depart and stay on schedule. You will be charged for time spent at your home beyond the original contracted time.
- 17) Client authorizes this signed contract to be valid approval for future service of any purpose provided by this contract permitting COPS to accept telephone reservations for services and to enter premises without additional signed contracts or written authorization. Termination of this authorization will be made by COPS upon receipt of Client's written, signed termination request.
- 18) Payment Terms: Client agrees to pay fifty percent (50%) of total amount due under this contract prior to the first day of service and to pay any remaining balance within five (5) days of completion of contracted service. If payment is not received by the due date indicated on the invoice, late charges and finance charges may apply. A handling fee of \$25 will be charged for all returned checks. In the case of a returned check Client agrees to pay the amount of the check and the handling fee within five (5) days of being notified by COPS. COPS reserves the right to require full payment in advance before services are rendered. In the event it is necessary to initiate collection proceedings on the account, Client agrees to be responsible for all costs of collection, including but not limited to attorney's fees.

- 19) Arbitration: Any controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association and shall be conducted in California. Judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction thereof. In the event of arbitration or any other proceeding between the parties hereto, the prevailing party shall be entitled to recover from the other its costs and expenses, including attorney fees.
- 20) Entire Contract: This contract constitutes understanding between COPS and Client and cannot be altered or modified except by an agreement in writing signed by both parties. Upon its execution, this contract shall supersede all prior negotiations, understandings. And agreements, whether oral or written, and such prior contracts shall thereupon be null and void and without further legal effect.
- 21) Client has read the terms of this agreement and confirms the accuracy of the information provided. Agreement is indicated by the signature below.

Client Signature

Date

Print Client Name

Cherished Ones Pet Sitting
Judy Kimbler

Date