

Ark Angels Pet Care Contract

This Ark Angels Pet Care Contract (“Contract”) for pet care services between Ark Angels Pet Care (“AAPC”) and _____, (the “Client”) (collectively the “Parties”) is entered into and effective this the _____ day of _____, 20____. The Parties to this Contract agree as follows:

1. **Pet Sitting Services:** AAPC and its Contractors (on behalf of AAPC) agree to perform the pet sitting services in accordance with the instructions contained in the AAPC Pet Care Service Agreement (Attachment A). The Client acknowledges and agrees that all information on Attachment A is accurate. The Client agrees to comply with the terms and conditions of this Contract and all Attachments contained therein. If the Client desires to make any changes in accordance with the performance of pet care as detailed in Attachment A, the revised instructions must be agreed to in writing or the instructions will be at the sole discretion of AAPC. To the fullest extent permitted by law, the Client releases and holds harmless AAPC, its officers, directors, employees and representatives for any claim or action arising out of the services provided under this Pet Care Contract unless as a result of gross negligence or willful and wanton misconduct on the part of AAPC. The Client further agrees that AAPC cannot be held liable in the event other persons will be in the Client’s home during AAPC’S contracted dates of service.

2. **Visit times:** Visits by AAPC for travel clients may begin as early as 6:30 a.m. and go to and including 7 p.m. Bedtime visits are available after 7 p.m. to and including 10 p.m. **All visits must be scheduled or requested directly thru the office at (919) 782-5421 or arkangelspetcare@gmail.com. Please do not communicate with your Contractor directly for service.**

AAPC will visit at the times requested by the Client within a 30 minute window. If, however, we are caring for multiple pets, the times may be altered to accommodate all clients. We will do our very best to arrive at the appointed times as outlined in the Visit Schedule section of Attachment A.

3. **Severe Weather:** During AAPC’s initial consult, we will request the name and phone number of a neighbor for the purpose of checking on your pets in the event AAPC is physically unable to reach your home due to impassable roads. Your pets’ health and well-being is our utmost concern.

4. **Additional Pet Care Assistance and Other Scheduled Services:** We all want our pets to have all the love and attention they deserve. Due to the potential liability to the safety and well being of your pets and security of your home, AAPC does not allow shared pet services by any individual other than an AAPC representative during AAPC’s contracted service dates. If you have any other services scheduled during the time we are caring for your pets, it is the Client’s responsibility to advise AAPC. AAPC cannot be held liable for any damages or problems in the event an individual not affiliated with AAPC is entering your home during the time of our service.

5. **Vaccinations/Immunizations:** AAPC requires that all pets have the necessary vaccinations and immunizations before service begins. We may ask to see expiration dates for rabies vaccinations.

6. **Pet Medical Care:** AAPC requires that the Client complete the Veterinary Release Form (Attachment C) and provide AAPC with authorization for emergency and/or medical treatment, should the need arise.

7. **Unforeseen purchases:** AAPC will purchase pet food, litter, or other necessary items that are required for the well being of your pet while you are away. We will retain a receipt and the Client is responsible for reimbursement to AAPC of these items. In addition, a **\$20 trip fee** will be charged to the Client.

8. **Pet waste:** AAPC will properly dispose of all pet waste. We do request that you provide plastic bags for this purpose and indicate where you would like these waste bags disposed.

9. **Leashes:** All dogs will be required to be on leash during outdoor walks.

10. **Animal Behavior:** Animals behavior can be unpredictable. AAPC does not accept responsibility or liability for animal behavior, normal or otherwise, which results in injury to the Client’s animals or damage to any household property. If an AAPC Contractor is harmed or injured by the Client’s animals, the Client accepts full responsibility for the cost of any necessary medical attention required by either the AAPC Contractor or by the animals.

11. **Indoor Containment of Pets:** AAPC will not be responsible for pets that escape an indoor containment area which is not a permanent fixture of the home and/or a specifically designed crate for pets. (For example, baby gates secured across room doorways).
12. **House Cleanliness:** AAPC will clean up after your pets to the best of our ability. Please inform us of the designated area for the appropriate cleaning supplies. If there are accidents above and beyond normal for the Client's pets due to incidents as described in Paragraph 10, AAPC will not be held responsible for damage, repair and/or cleaning charges to the Client's home.
13. **Fences:** Fenced in yards are wonderful playgrounds for our dogs and allow them additional space to exercise and play. **NO fence system is totally secure.** AAPC will not accept responsibility or liability for any Client's animals that escape or become lost or injured, fatal or otherwise. AAPC's standard practice is not to leave our Clients' pets unattended in a fence and/or outdoor enclosure during the contracted dates of service. Exceptions to this policy can be made at the owner's request AND with prior approval by Nancy S. Zwerin, owner of AAPC.
14. **Other dogs:** AAPC will not permit your pets to interact with strange dogs. During times in which AAPC contractors are providing exercise for your pets and encounter stray dogs that are off leash, we will do our best to keep interaction at a minimum and move away from them. In the event that an AAPC Contractor is providing exercise for your pet, AAPC will not be liable and/or responsible for any injury sustained to your pet caused by loose animals.
15. **Privacy Policy:** The Client's personal information will be kept private and confidential. AAPC highly respects our Clients entrusting us with the care of their home and their loving pets. We recommend that you inform a trusted neighbor that during your absence, AAPC will be caring for your pets and your home.
16. **Household Emergencies:** AAPC requires that the Client leave the name and number of a trusted maintenance company or a person you can rely on to attend to any household emergencies that may arise during your absence. This includes but is not limited to; leaking pipes, malfunctioning water heaters and heating and air units, etc.
17. **Thermostats:** AAPC requests that the Client leave thermostat settings within a normal comfortable range. If the house temperature is outside of a comfortable range, AAPC will adjust the thermostat.
18. **Payment: Payment is due at the time of or prior to the first visit.** The total charges due and payable by the Client are detailed on the Client's invoice (Attachment B). AAPC accepts cash or checks. Please make all checks payable to Ark Angels Pet Care.
19. **Returned Check Charges and Late Payments:** There is a **\$35 fee** for all returned checks and a 10% penalty for all late payments. **Payments are considered late if not received at the time of the first visit.**
20. **Key Agreement:** AAPC requires a minimum of one key to the Client's home. Options to this policy are outlined below. Any keys retained by AAPC will be kept by AAPC in a safe and secure location. In the event that the Client elects Option 1 as listed below, one key will be retained by the designated Contractor for AAPC and one key will be retained by AAPC for emergencies such as lock-outs or emergency visits. AAPC will only use personal house keys and mailbox keys for professional pet service. AAPC will not hide or "pick up" keys outside of the Client's home. The Client is responsible to ensure that all keys provided to AAPC work properly. Should AAPC be unable to access the Client's home during the contracted service dates due to an inoperable key, AAPC will utilize every resource available to gain entrance in order to ensure the pets' well being. The Client will be responsible for all costs incurred including but not limited to the locksmith as well as AAPC time at a rate of \$20 per hour. In the event that two years has elapsed and AAPC has not been contacted by the Client for additional services, AAPC will destroy both copies of the Client's keys.

I have selected the following Key Agreement option as indicated by my initials:

_____ **Option 1 Security Key Agreement:** The Client agrees to provide AAPC with two keys to their home which AAPC will retain for future service needs for a one-time fee of \$5.00.

_____ **Option 2 Key Pick-Up and Return Agreement:** The Client agrees to pay AAPC a fee in the amount of \$10.00 for the pick-up and \$10.00 for the return of the Client's key for requested dates of service.

- 21. **Early Returns/Last minute Cancellations:** AAPC understands that it is not unusual for trip plans to change at the last minute. However, AAPC carefully schedules our time to service you and our other Clients. Therefore, **there are no refunds or credits for early returns or last minute changes to pet care.** Once pet care begins, payment is due for the original dates scheduled. The only exception to this policy is a family/pet medical emergency and/or severe weather.
- 22. **Cancellations for travel Clients:** AAPC considers service dates confirmed once an AAPC Contractor has communicated with the Client. Cancellations made by the Client *require a full four-day notice* prior to the date of the first visit. Notice provided by the Client less than four days prior to the first scheduled visit will result in a **\$25 cancellation fee** payable by the Client. The only exception to this policy is a family/pet medical emergency and/or severe weather.
- 23. **Holiday Cancellations:** Cancellations made by the Client prior to a major holiday; (i.e.: Christmas Eve and Day, New Years Eve and Day, Martin Luther King Day, Easter, Memorial Day, July 4th, Labor Day and Thanksgiving) *require a full four-day notice* prior to the date of the first visit. Notice provided by the Client less than four days prior to the first scheduled visit will result in a cancellation fee totaling **50% of the invoice** payable by the Client. The only exception to this policy is a family/pet medical emergency and/or severe weather.
- 24. **Cancellations for Regular Mid-Day Service:** Cancellations made by the Client for a mid-day visit, require *24-hour notice*. Notice provided by the Client less than 24 hours will result in a cancellation fee in the total amount of the scheduled mid-day visit. The only exception to this policy is a family/pet medical emergency and/or severe weather.

I, _____ have read, understand and agree to the terms and conditions contained in the Contract for Ark Angels Pet Care. I further understand that a copy of this Contract will be kept on file for documentation purposes. All terms and conditions set forth in the Contract are subject to change at the discretion of Ark Angels Pet Care.

Client Signature _____

Date _____

AAPC (Independent Contractor) Signature _____

Date _____

Revised 07/04/2015NSZ