

Service Agreement between Daytime Dogs and Friends and Client

Pet Sitting / Dog Walking / Overnight Care / Dog Adventure Outings / Daycare

For the purposes of this document, the terms Client/Pet Owner are synonymous with the person contracting services for one or more domestic animals. [Examples: Daytime Dogs and Friends, Daytime Dogs, Daytime Dogs and Friends Pet Care Specialists, Daytime Dogs and Friends pet sitters/walkers are synonymous with the pet care company providing care for the Client below.]

Daytime Dogs and Friends provides services to the Pet Owner/Client below which includes, but is not limited to: dog walking, pet sitting, overnight care, transporting, dog adventure outings for pets.

| This agreement is entered into by and between Daytime Dogs and Friends and | |
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| Daytille Dogs and Friends and | ,Owner of Daytine Dogs and Friends |
| | , Client desires to engage Daytime Dogs and Friends and its |
| contracted pet sitters and dog walkers to provide pet ca | are and agrees to the terms below: |
| Good health animal(s) certification: | |
| I, | hereby certify that my pet(s): |
| is/are in good health, have not been ill with any comm | unicable diseases or parasites in the last 30 days and have not |
| · · · · · · · · · · · · · · · · · · · | armed or shown aggression or threatening behavior towards |
| any person or any other dog. | |

Injury to Client animal(s) by another animal(s):

Daytime Dogs and Friends and its contracted staff will not be responsible for any animal(s) that instigate fights with other animals or is injured by another animal while in Daytime Dogs and Friends care. Daytime Dogs and Friends will take all appropriate actions to ensure that Client's animal(s) are not placed in the company of aggressive or violent animals and/or will immediately remove Client's animal(s) from any animal fight.

Injury or escape of animal(s):

Client and sitter are aware that the highest level of care shall be given to any and all pets under care of the pet sitter contracted by Daytime Dogs and Friends. Client is aware that pet(s) are instinctual in nature and not always controllable by the sitter even when the highest level of care is provided. Should the Client's animal(s) run away or be injured, the Client agrees that Daytime Dogs and Friends will not be responsible for any liability. The above waiver of liability in favor of Daytime Dogs and Friends shall not apply or be effective if Daytime Dogs and Friends conduct in providing its pet care services is found to be grossly negligent, reckless, or if there is intentional misconduct.

Injury to Pet Sitter or another person by Client's Animal(s):

Client will be responsible for all medical expenses and damages resulting from an injury to pet sitter or other persons by the Client's pet(s). Client agrees to pay the full cost of any and all medical expenses and damages should they arise to the Daytime Dogs and Friends pet sitter or the pet sitter's possessions as a result of the Client's animal(s) actions. Client agrees to indemnify, hold harmless, and defend Daytime Dogs and Friends in the event of a claim by any person injured by the Client's pet(s).

Medical and behavioral problems of animal(s):

If any medical or behavioral problems develop while my pet(s) are in the care of Daytime Dogs and Friends, I authorize Daytime Dogs and Friends to do whatever is deemed necessary for the safety, health and well being of my pet(s).

Unsafe Pet(s):

This contract permits Daytime Dogs and Friends to use discretion to stop and end service at any time that Client's pet(s) pose a danger to the safety and health of itself, other pets, other people or Daytime Dogs and Friends sitters/walkers.

Payment Policy / Cancellation Policy:

All payments are due prior to services commencing, or at the time of the initial service date, depending on prior arrangements made with Company. Client agrees to the filed rates for the services they have requested. We accept credit cards and local checks. By signing this contract, Client agrees to the Daytime Dogs and Friends cancellation policy which is as follows:

During non-holiday periods, please note the Daytime Dogs and Friends cancellation policy is as follows:

We have a 24 hour cancellation policy for regular daily dog walking and/or pet sitting. If you cancel more than 24 hours' notice prior to your scheduled appointment, then we will be happy to credit or refund your payment. Scheduled visits with less than 24 hours' notice will NOT be refunded, as we will also have to pay your dog walker. Cancellations for Mondays must be received via email before our office closes for the weekend on Saturdays at 4 p.m.

For reservations during/and over <u>major national holidays or for reservations longer than 20 days in length, the</u> Daytime Dogs and Friends cancellation policy is as follows:

10 or more days' notice for cancellation prior to reservation: FULL REFUND GIVEN TO CLIENT.
6-9 days' notice for cancellation: 50 % OF TOTAL FEE REFUNDED TO CLIENT.
5 or fewer days' notice for cancellation: NO REFUND GIVEN TO CLIENT; FULL RESERVATION FEE WILL BE CHARGED TO CLIENT. Major national holiday include: New Year's Day, Easter, Memorial Day, Independence Day, Labor Day and the week of Christmas through January 1.

For Overnight boarding customers in client's home or ours:

6 days or more notice for cancellation prior to reservation: FULL REFUND GIVEN TO CLIENT.
3-5 days' notice for cancellation: 50 % OF TOTAL FEE REFUNDED TO CLIENT.
Less than 48 hours' notice for cancellation: NO REFUND GIVEN TO CLIENT; FULL PAYMENT WILL BE CHARGED TO CLIENT.

Early Return to Home or Late Departure from Home:

Reservations are made to plan for sitter availability for Client's reservation dates. Therefore, Clients returning home early or departing later than the reservation will be required to pay for the *full reservation amount of time*, regardless of whether Client returned home early or departed later than the prior reservation scheduled. No amount of money will be refunded to Client for early returns to home or late departures from home by Client after a reservation date has been agreed upon.

Solicitation of Daytime Dogs and Friends Sitters:

Client agrees that the pet care specialists provided by Daytime Dogs and Friends are contracted *through* Daytime Dogs and Friends and they are contracted to work only through Daytime Dogs and Friends and not directly through the individual Client listed above. Client agrees that all reservations for present and future services *must* be made directly through Daytime Dogs and Friends and not the individual sitter. Client agrees to originate request for service by emailing our office at info@daytimedogs.com. Client is aware that the Daytime Dogs and Friends sitter may give out his/her personal number to the Client. Client agrees to use this number only in the event of an emergency during which the sitter/walker is scheduled as well as for agreed upon texting between the parties during the time services are being provided. Client agrees that this number shall not be used for any solicitation of future pet sitting or dog walking. Client is aware that should this contract be broken, legal fees and misuse-of-staff charges will apply.

Client Home Care Needs:

Daytime Dogs and Friends is not responsible for wilted, dead or otherwise unhealthy plants. Daytime Dogs and Friends Pet Care Specialists will work hard to follow written instructions as precisely as possible, but cannot be responsible if the results are not favorable to the Client. Please place all indoor plants together on a waterproof surface in plain sight as your pet sitter is not responsible for water-damaged areas or missed plants.

Daytime Dogs and Friends is not responsible for damage to the home beyond the control of the sitter. This includes, but is not limited to: electrical problems, leaks, and acts of nature. All repairs to home and related fees will be paid by Client or fully reimbursed to Daytime Dogs and Friends within seven (7) days of Client's return date.

Daytime Dogs and Friends is not responsible for any damage to the property or home of the Client unless such damage is caused by the negligent act of Daytime Dogs and Friends.

Daytime Dogs and Friends is not liable for any loss or damage in the event of a burglary or other crime that should occur while under this contract. Client agrees to secure home prior to leaving the premises. Daytime Dogs and Friends will attempt to re-secure the home according to Client instructions at the end of each visit.

Client is responsible for pet-proofing house and yard and security fences/gates/latches. Daytime Dogs and Friends will not be responsible for the safety of the pet(s) and will not be liable for the death, injury, disappearance or legal consequences of any pet(s) with unsupervised access to the outdoors or if Client has not initialed the section on this contract in regard to unleashed care of Client's dog(s).

Pet Illness/Veterinary Care/Restocking supplies:

Client is aware and agrees to the medical costs of any fees should they arise from animal(s) being ill or otherwise needing veterinary care. Client agrees to pay Daytime Dogs and Friends the sum of \$40/per hour should the sitter need to take the pet(s) to vet. If the sitter needs to restock supplies that the Client agrees to provide but that are not provided at the time of the sit (such as pet food or medication), Client agrees to pay Daytime Dogs and Friends the full amount of such expenses incurred by Daytime Dogs and Friends.

Call Home Policy. For our traveling out of town clients:

The safety of your pets is our primary concern. We do everything in our abilities to ensure their safety. We believe that your pets needs to be visited the number of times agreed upon during a day. While we certainly anticipate that you will be arriving home on the date you provide to us, we understand that their will occasionally be circumstances beyond your control that will prevent you from returning on the indicated date. If this happens, please call us and we will absolutely extend past the predetermined visits to care for your pets. We ask that you call us when you arrive home. We will also leave a small note card reminding you to call. This covers an unforeseen event in which you do not arrive home and cannot notify us of this situation. If Daytime Dogs and Friends does not hear from you prior to your arrival date, we will automatically extend your visits to ensure the safety and welfare of your pets. If you arrive at your home, and you are either at home or have arranged for other care for your pets, we will charge you for an extra visit and any other charges that might apply.

_____ (initials) I understand and fully agree with this policy and will assume all liability from charges arising from this policy.

Key Retention:

| I release 2 copies of my house keys to Daytime Dogs and Friends to retain on file for future services to be provided for my pet(s). I may revoke this release at any time and expect my keys to be returned to me upon such revocation. |
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| I would like Daytime Dogs and Friends to return my house keys after the current service is completed. I understand that there will be a \$10.00 charge to pick up the key again for future services I may request. |

<u>Terms:</u>
The terms of this contract apply to all pets owned by the Client, including any and all new pets that the Client obtains on or after the date that this contract was signed, at any and all locations the Client designates for service.

By signing below and/or e-mailing a written agreement to the terms of Daytime Dogs and Friends, the Client agrees that he/she has read this agreement in its entirety and fully understands and accepts its terms and conditions.

| I have read the above and by signing below, I agree to the conditions listed above: |
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| Client Signature |
| Print Client Name |
| Date/ |
| Daytime Dogs and Friends ownerChuck Siegel |
| Print Business Owner Name |
| Date/ |



Dog Walking Service Agreement Addendum

| Daytime Dogs and Friends provides services to owners of dogs which includes, but is not limited to: walking, feeding, transporting, and general care. This agreement is entered into by and between (Your Name) Client and |
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| |
| Daytime Dogs and Friends provides dog walking services for Client's dog(s) and by signing this contact, Client agrees to the terms below. |
| Daytime Dogs and Friends and its contracted staff will not be responsible for any animal(s) that instigate fights with other animals or is injured by another animal while in the care of Daytime Dogs and Friends contracted staff Daytime Dogs and Friends will, however, take any and all appropriate actions to (a) ensure that Client's dog(s are not placed in the company of vicious, violent or aggressive dogs; and (b) immediately remove Client's dog(s from any animal fight or dangerous situation arising during the course of services provided by Daytime Dogs and Friends. |
| Client will be notified immediately in the case of an animal emergency or sickness. In the event that the Client cannot be contacted, the Client's veterinarian shall be notified. All veterinary bills that may occur from the above shall be the sole responsibility of the owner. |
| The above waiver of liability in favor of Daytime Dogs and Friends shall not apply or be effective if the Daytime Dogs and Friends conduct in providing its pet care services is found to be grossly negligent, reckless, or if there is intentional misconduct. |
| Date: Client |
| Date: Chuck Siegel, Owner of Daytime Dogs and Friends |