







## Client/Case by Case Pet Services Contract

The parties herein agree as follows:

### SERVICE AGREEMENT

1. This agreement is valid from the date signed, and replaces any prior Contract agreement. Client agrees to any future Case by Case Inc term changes relayed *verbally to the client*, mailed or emailed in writing to the client, or posted on our website under the heading Contract.
2. The terms of this document apply to all the pets owned by the client, including any and all new pets that the customer obtains on or after the date this document was signed, at any and all locations the owner designates for service.
3. Pet Owner must have legal rights to place the animals in the care of Case by Case, Boarding, and Veterinary Clinics. The Pet Sitter cannot service a home with "Visiting" pets or animals that do not belong to the resident of the service site without separate sets of agreement forms, including a Legal Considerations Agreement, accepted and signed by each rightful owner(s).
4. Future Services: I authorize this contract to be valid approval for services so as to permit Case by Case to accept all future telephone, online, mail or email reservations and enter my home without additional signed contracts or written authorizations.

### FEES

1. The fee per visit will vary depending upon services requested. Our fees are listed on the Case by Case Pet Services Website, which is incorporated into this Pet Services Contract. In the event of early return home, Client must notify Case by Case Pet Services promptly.
2. Cancellation Charge Schedule effective (8/1/2006):
  -  **0 - 24 hours prior to any service, and/or Holidays:** Full payment is charged for all services scheduled.
  -  **24 - 48 hours prior to any service, and/or Holidays:** 50% payment is charged for all services scheduled. Clients scheduled for regular daily walks will not be charged this fee.
  -  **More than 48 hours prior to any service, and/or Holiday:** No charges will be billed.
  -  **2 weeks notice for Overnight Cancellation:** Full Payment due for less than two weeks notification of cancellation for any overnight services. (We have a very high demand for overnights and have to turn away clients, with 2 weeks notice we can reschedule the sitter)
3. Reservations are made to plan sitter availability to clients. Therefore, clients returning home early will be required to pay for the reserved amount of time scheduled. Clients will not have to pay for scheduled Special Services not performed.
4. Case by Case Pet Services will invoice Client separately pursuant to this agreement. Client assumes full responsibility for prompt payment of fees upon completion of this contract. A finance charge of five percent (5%) per month will be added to the unpaid balance after thirty (30) days, and for each additional 30 days up to 90 days. An administrative fee of twenty-five dollars (\$25.00) will be charged on all returned checks.
6. In the event that it is necessary to initiate collection proceedings on the account, the Client is responsible for all costs of collection and attorney's fees. Accounts not paid in full within 90 days will go to collections.

### PET SITTER LIABILITY

1. Case by Case Pet Services is authorized to perform care and services as outlined in this contract and is also authorized by signature below to seek emergency veterinary care with release from all liabilities related to transportation, treatment and expenses. Should specified veterinarian be unavailable, Case by Case Pet Services is authorized to approve medical and/or emergency treatment (excluding euthanasia) as recommended by a veterinarian. Client agrees to reimburse

- Case by Case Pet Services for expenses incurred, plus any additional fee for attending to this need or any expenses incurred for any other home/food/supplies needed. . However, the company is not responsible for the health/well being of the animal.
2. Case by Case Pet Sitters are not responsible for wilted, dead or otherwise unhealthy plants. Your Pet Sitters will work hard to follow your written directions as precisely as possible, but cannot be responsible if the results are not favorable. *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.
  3. Case by Case is not responsible for damage to the home beyond the control of the Pet Sitter. This includes, but is not limited to leaks, electrical problems, and acts of nature. In these situations, the company will attempt to contact the customer and then the emergency contact before making a subjective decision on dealing with the problem. All repairs and related fees (including Special Service emergency service time and coordination fees) will be paid by the client, or fully reimbursed to Case by Case within 14 days.
  4. Case by Case is not responsible for any damage to property of the client or others unless such damage is caused by the negligent act of the Pet Sitter. Case by Case Inc agrees to remain fully insured through PSI (Business Insurers of the Carolinas) or a comparable entity, including optional Special Property Endorsement (protects against theft, breakage, etc as caused by an employee) or bonding. Case by Case Inc accepts no responsibility for security of the premises or loss if other individuals have access to a client's home, or if the home is not properly secured.
  5. All other individuals that visit the home will leave a log of their visit. Case by Case will provide the necessary logs, but it is the responsibility of the Pet Owner to notify all other visitors of the need to log their visits.
  6. Case by Case is not liable for any loss or damage in the event a burglary or other crime that should occur while under this contract. Pet Owner agrees to secure home prior to leaving the premises. Case by Case will re-secure the home to the best of its ability at the end of each visit. While keys are in the possession of a Pet Sitter, they will be either on the Sitter's physical person, or be properly stored an undisclosed location. Case by Case subscribes to insurance coverage through PSI for lost key lock replacements.
  7. In the event of personal emergency or illness of Pet Sitter, Client authorizes Case by Case Pet Services to arrange for another qualified person to fulfill responsibilities as set forth in this contract. Client will be notified in such a case.
  8. In the event of inclement weather or natural disaster, Case by Case Pet Services in entrusted to use best judgment in caring for pet(s) and home. Case by Case Pet Services will be held harmless for consequences related to such decisions. It is suggested that arrangements be made with someone to evacuate your pets in case of a disaster or weather related event/crisis/"Code Red". Case by Case will definitely try to see to your pets safety/care should such events occur, but cannot guarantee it.
  9. Case by Case Pet Services can not be held liable for any losses or damages (property or pets) for those clients that do not participate in the Key Program and leave their key in an unsecured location for pickup and drop-off. Unsecured locations include keys left under mats, in planters, under rocks, etc.
  10. Case by Case Inc agrees to provide services stated in this agreement in a reliable, caring and trustworthy manner. In consideration of the services as an express condition thereof, the client expressly waives and relinquishes any and all claims against the company and its employees, except those arising from negligence.

#### **PET OWNER LIABILITY**

1. Pet Owner is responsible for supplying the necessary, safe equipment/supplies needed for care of their pet(s), including but not limited to a sturdy, well-fit harness (halter, collar, etc...) for walks or in case of emergencies, firmly affixed vaccination tags, a lead rope or leash, pooper-scoopers, litter boxes, food, cleaning supplies, medicines, pet food, and cat litter. Pet Owner

authorizes any purchases necessary for the satisfactory performance of duties. Pet Owner agrees to be responsible for the payment of such items, as well as service fees for obtaining items, and will reimburse Case by Case within 14 days for all purchases made.

2. Pet Owner is responsible for pet-proofing house and yard, and the security fences/gates/latches. Case by Case will not be responsible for the safety of any pets and will not be liable for the injury, disappearance, death, or fines of any pet with unsupervised access to the outdoors.

3. Should Pet Sitter be bitten or otherwise exposed to any disease, ailment or injury from Client's animal or defect in clients premises, it will be the Client's responsibility to pay all costs and damages incurred by the victim. Pet Owner will be responsible for all medical expenses and damages resulting from an injury to a Pet Sitter, or other persons, by the Pet. Customer agrees to indemnify, hold harmless, and defend Case by Case, in the event of a claim by any person injured by the Pet.

#### **OVERNIGHT/HOUSE SITTING**

1) Client authorizes house sitter to perform care and services as outlined on this contract. The house sitter agrees to provide the services stated in this contract in a reliable, caring and trustworthy manner. The house sitter will treat the home with respect and concern as if it were his/her own and will protect the owner's property to the best of his/her ability. In consideration of these services and as an express condition thereof, the client expressly waives and relinquishes any and all claims against said house sitter/Case by Case Pet Services except those arising from negligence or willful misconduct on the part of the house sitter/Case by Case Pet Services.

2) House sitter will respect the privacy of the household with regards to personal property.

3) House sitter agrees to keep the premises clean and tidy and will leave home in same condition as found.

4) A daily log recording messages, deliveries or any unusual events will be provided for the client by the house sitter.

5) Client agrees to reimburse the house sitter for any unexpected costs or supplies needed in the course of responsibly caring for home and contents. In addition, hourly charges may apply for sitter's time in attending to these needs. Documentation of expenses will be provided for client.

6) If the house sitter has already vacated the premises, client agrees to notify house sitter of arrival home. If the house sitter is not assured of the presence of a responsible party at a previously designated time, he/she may be obligated to return to the home to be sure home/pet(s). Client will pay regular visit fee plus 50%.

#### **OTHER**

1. Case by Case Pet Services reserves the right to terminate this contract at any time before or during the term, for any reason determined by Case by Case Pet Services, in its sole discretion, including, but not limited to, the threat that the Client's pet poses a danger to the health or safety of the pet sitter. Case by Case Pet Services will notify the Client in writing and will also communicate with the Client through a telephone call/message to the Client's home. If circumstances prohibit Case by Case Pet Services from caring for the pet, the Client authorizes Case by Case Pet Services to place the pet in a kennel or with clients emergency contact, with all charges there from to be charged to the Client.

2. Client agrees to notify Case by Case of any concerns within 24 hours of return.

3. The owner states that he/she as read this agreement in its entirety and fully understands and accepts its terms and conditions.

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Client Signature and Date

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Case by Case Representative Signature and Date

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