



## Contract of Legal Considerations and Terms of Agreement

For the purposes of this document, the terms Client, Owner, Pet Owner, and Customer are synonymous with the person contracting services for one or more domestic animals.

### ☛ **Service Fees/ Reservations/Cancellation Policies:**

- ☛ A **signed Service Request** must be provided to DerbyCityCriticSitters, before service is provided.
- ☛ There is a **\$10 Surcharge** to every service booked on **National & Local Holidays**.
- ☛ Unpaid service may be cancelled without notice, including prior to or during the service period. Therefore, deposit is due, in full, at time of reservation, for vacation services. **Reservations are not held until payment is received**, by DerbyCityCriticSitters or both parties, in writing, agree upon special arrangements.
- ☛ 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 Specialty Services not performed.
- ☛ **VACATION SERVICES:** Cancellation Charge Schedule effective 2014,  
**(% applies to entire service period total):**
  - **0 - 23 hours** prior to any service, and/or Holidays: 50% of service total is due (**equals a 50% refund**)
  - **24-48 hours** prior to service: 20% of service total is due (**equals an 80% refund**)
  - **48+ hours** prior to service: **No charge, refund in full.**
- ☛ **DAILY SERVICES:** **Daily visits are invoiced monthly, on the last day of the month, prior to month of service time.**
- ☛ **LAST MINUTE REQUESTS:** Services requested the day of or within 24hours, of needed service time, will be charged a flat fee of \$25. This is to ensure quality control and gratitude to our devoted sitters.
- ☛ **Daily Service Cancellation Policy:** In order to not be charged, for last minute cancellations, clients must do the following: cancel or reschedule, prior to next day service, by 10PM (night before service) with a call/text/email, or the visit will be marked complete and client will be charged for the visit. \*Emergencies (of a serious nature) are taken into consideration, but ultimately DerbyCityCriticSitters reserves the right to charge for services, not cancelled in a timely manner, as set forth in the terms above. We thank you, in advance, for your courteous communication and understanding of our cancellation policy.

🐾 **Derby City Critter Sitters is Insured and Bonded through Pet Sitter's Associates**

🐾 **Legal Considerations:**

- 🐾 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.
- 🐾 Pet Owner must have legal rights to place the animals in the care of Pet Sitters, Kennels, 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).
- 🐾 DerbyCityCriticSitters agrees to provide, agreed upon services, in a manner that is trustworthy, caring and dependable. In consideration of the services as an express condition thereof, the client expressly relinquishes any and all claims against the company and its employees, except those arising from negligence.
- 🐾 Claims of negligence that involve a hired Independent Contractor, hired by DerbyCityCriticSitters, will be the responsibility of the Independent Contractor and the company they represent. All hired Independent Contractors are required to carry liability insurance, with optional coverage or bonding through a reputable company.
- 🐾 DerbyCityCriticSitters is not responsible for wilted, dead or otherwise unhealthy plants. DerbyCityCriticSitters 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.
- 🐾 DerbyCityCriticSitters 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 DerbyCityCriticSitters within 14 days.
- 🐾 DerbyCityCriticSitters 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. DerbyCityCriticSitters agrees to remain insured through PSA or a comparable pet sitting liability insurance entity, during each service period. DerbyCityCriticSitters accepts no responsibility for loss to the premises, if other individuals have access to a client's home, or if the home is not properly secured.

## **Legal Considerations Continued:**

- ✔ DerbyCityCriticSitters 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.
- ✔ DerbyCityCriticSitters will attempt to re-secure the home to client instructions, 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 secured in our safe, at our home office.
- ✔ Pet Owner is responsible for pet-proofing house and yard, and the security fences/gates/latches.
- ✔ DerbyCityCriticSitters will not be responsible for the safety, of any pets and will also not be liable for the death, injury, disappearance, or legal consequences of any pet with unsupervised access to the outdoors.
- ✔ 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, medications, 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 DerbyCityCriticSitters within 14 days for all purchases made.

### **MEDICATION ADMINISTRATION:**

- ✔ Medication is provided during mealtime services, and walking services, scheduled for the client's pet(s), at no extra fee. Medicine(s) will be administered in a safe manner, and only carried out as specified by the owner's **exact** directions, with NO harm resulting, to either pet or sitter.
- ✔ If for any reason the medication Can Not be administered, as requested by the client, the sitter will notify the owner immediately, and ask for other instructions.
- ✔ If the client can not respond in a timely manner, notes will be made on PetSitClick and/or Critter Care Notes, of the incident, with a detailed explanation of what medicine was or was not administered.
- ✔ The Client hereby acknowledges that DerbyCityCriticSitters can not be held liable for any injury, death, side effects or deteriorating health of a pet, resulting in the administration of medication, as specified by the owner.

### **Emergency Considerations:**

- 🐾 DerbyCityCriticSitters is authorized to seek any emergency veterinarian assistance needed during visits, at the cost of the client, from any veterinarian as chosen by the sitter. However, the company is not responsible for the health/well being of the animal.
- 🐾 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 DerbyCityCriticSitters, in the event of a claim by any person injured by the Pet.
- 🐾 DerbyCityCriticSitters may use their discretion to stop and end service, at any time that a pet poses a danger to the safety or health of itself, other pets, other people, or the Pet Sitter.
- 🐾 If concerns prevent the Pet Sitter from continuing care for a pet, the Owner authorizes the pet to be placed in a kennel, or previously arranged locale if possible.
- 🐾 All subsequent charges, including but not limited to transportation, kenneling, tranquilizing, treating, accessing, and liability, are to be the responsibility of the Owner.

### **Inclement Weather/Emergency Policy:**

- 1) Every effort will be made, to make the trip to your home, to provide pet care. 2) Your service schedule may be changed, interrupted, or altered depending on the severity of the emergency circumstances/weather.
- 3) If it is NOT possible to drive safely to your home, your emergency contact will be notified.
- 4) You will be called immediately and notified that our emergency plan has been activated.
- 5) For legal and liability purposes: You understand to have driveways, walkways, porches, steps, etc... cleared of snow/ice/debris, as to ensure the safety of our pet sitter(s) and your pet, to perform the sitter services requested, for any day with inclement weather/emergency conditions.
- 6) 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". We will definitely try to see to your pets safety/care should such events occur, but cannot guarantee it.

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## **Other Terms & Conditions:**

- ☛ At the time that service is booked, Owner will notify pet sitter of everyone who has access to the home, and if it is necessary for anyone to be present during the service period, and is confirmed with DerbyCityCriticrSitters. It is recommended that **NO** other persons (i.e. cleaning services, repairmen, etc...) have access to your home while under the service period/care of DerbyCityCriticrSitters. Therefore, DerbyCityCriticrSitters reserves the right to cancel and/or terminate services, if other persons are present (during service period) without the prior notification and confirmation with DerbyCityCriticrSitters.
- ☛ Client understands their pet's picture(s) are subject to use as media marketing, including but not limited to, facebook, website, flyers, and brochures. Owner agrees to waive rights, to any and all pictures, of their pet(s) taken by DerbyCityCriticrSitters.
- ☛ This contract permits DerbyCityCriticrSitters to accept all future telephone, online, mail or email reservations and provide service without additional signed legal considerations agreements.
- ☛ Client agrees to discuss any concerns with DerbyCityCriticrSitters within 48 hours of return, after service period. This is to ensure client satisfaction and matters, for any dissatisfactory claims, to be handled promptly. Any report or claim, made thereafter, DerbyCityCriticrSitters relinquishes any legal liability.
- ☛ This agreement is valid from the date signed, and replaces any prior Legal Considerations agreements. Client agrees to any future DerbyCityCriticrSitters term changes relayed verbally to the client, mailed or emailed in writing to the client, or posted on our website under the heading Terms.
- ☛ Either party may terminate this contract, by giving ten days written notice to the other party.
- ☛ 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/Owner Name:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Derby City Critter Sitters Representative:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Veterinary Instructions & Release Agreement



In the event that any of my pets appears to be ill, injured, or at significant risk of experiencing a medical problem- at the start of service or while in the care of DerbyCityCriticSitters, I give permission to DerbyCityCriticSitters to seek veterinary service, from a veterinarian or a veterinary clinic. My preferred veterinary services are listed on each individual Pet Information Profile, on PetSitClick. Other veterinarians or emergency care clinics chosen by the pet sitter are also acceptable.

I ask DerbyCityCriticSitters to inform the attending clinic or veterinarian of my requested total diagnosis and treatment limit of \$\_\_\_\_\_ per pet / all pets. I understand that efforts will be made to contact me regarding any treatments, illness, injury, or potential problems as soon as the condition is deemed not life threatening and/or contact is possible. I understand that DerbyCityCriticSitters care providers' work hard to prevent accidents and injuries, and that such problems may occur no matter how well a pet is cared for. I agree to allow DerbyCityCriticSitters care providers to use their best judgment in handling these situations, and I understand that DerbyCityCriticSitters and its Independent Contractors assume no responsibility for the actions and decisions of the veterinary staff, the health, or death of my pet(s).

I will assume full responsibility for the payment and/or reimbursement for any and all veterinary services rendered, including but not limited to diagnosis, treatment, grooming, medical supplies, and boarding. Such payments will be made within 14 days of the initial incident. I also agree to be responsible for all Special Service fees assessed by DerbyCityCriticSitters for emergency transportation, care, supervision, or hiring of emergency caregivers, and will pay such fees within 14 days of each incident.

I further authorize DerbyCityCriticSitters and my primary veterinarian(s) to share all of the medical records of all of my animals with veterinary clinics, in an emergency in the interest of providing the best care, for my ill pet(s).

Every dog, cat, and pet critter, at the site of service will be current (per my veterinarians recommendations) on its rabies vaccinations, prior to the arrival of any caregiver. I will also make arrangements to guarantee that each animal will remain current on its rabies vaccinations, throughout each service visit period.

I agree to notify DerbyCityCriticSitters of any signs of injury or possible illness before any visit as soon as the condition appears. DerbyCityCriticSitters reserves the right to cancel service at any location where a pet with a potentially infectious condition exists. DerbyCityCriticSitters strives to provide clean, safe service to each of our clients. In doing so, DerbyCityCriticSitters strongly recommends that each pet be vaccinated, de-wormed, and protected from harmful insects, according to veterinarian recommended standards.

This agreement is valid from the date below and grants permission, for future veterinary care, without the need for additional authorization each time DerbyCityCriticSitters cares for one or more of my pets. I understand that this agreement applies to each of the pets within DerbyCityCriticSitters care. In signing this contract, I agree that I have the sole authority to make health, medical, and financial decisions regarding the animals that will be scheduled to receive service.

Pet Insurance Company & Policy ID #: \_\_\_\_\_

Main Vet Office Address & Contact #: \_\_\_\_\_

Bank/Credit Card Account on file at Office: Yes/No \*Initial here, to give permission, to charge account: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



# Key Handling Agreement

I have provided Derby City Critter Sitters with the following key(s) on date: \_\_\_\_\_

(Door Description & Box # to be provided below)

Main Key:                      Backup Key:                      Key Codes:                      Garage Code:

**I understand I will be charged a \$15 fee, if I am unavailable to provide, 2 keys at this time. I furthermore agree to and understand the following conditions and terms:**

## Alarms

Alarm, Gate & Garage Codes will need to be provided on the client's profile, so that our sitter(s) may be able to gain access to the house, to provide care. It is important to make sure codes are clearly marked on your PetSitClick Profile. WE want to be able to gain access, provide care and leave your house secure when we depart. And above all, not set off any alarms. You may also choose to leave you alarm system off and not provide your code. The choice is clearly up to you as a client, but do know the confidential information you provide, can only be seen by Derby City Critter Sitters, and no one else. The safety and security of all pets we care for, is our #1 priority.

## Keys

- Derby City Critter Sitters has my permission to make a copy of my key(s) for emergency/backup purposes, at their discretion.
- Derby City Critter Sitters agrees to place an identifying code on my keys. My keys will not be marked with my name or address. When not in use or prepared for use, my keys will be stored in a secure location by the pet sitter.
- Derby City Critter Sitters will retain my keys, at the end of each service period. The pet sitter will place the key in a secured location, until future services are requested.
- Derby City Critter Sitters has permission to provide my keys to any of its independent contractors that will be providing me with Pet Sitting Service(s).

## Key Return

I understand that if I decide that if at any time I'd prefer to have my key returned at the last visit of my service, I will leave a note on the first day of service. This note will include the message "Pet Sitter - Leave Key on ", the date and time of the last scheduled visit, and instructions on how to secure my home while leaving the key. I understand that the pet sitter will not be able to access my house again after the pet sitter has left the key, including in the case of emergencies or delays in my return. Key return at the last visit of service is free.

**-Derby City Critter Sitters is willing to exchange keys via drop off or pick up. Key transfer, if requested, as "drop off", will be a charge of \$15, if not requested at the end of sitter services. This request must be confirmed by my pet sitter, and by submitting this request, I agree to all terms as stated above.**

Client/Owner Name: \_\_\_\_\_

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_