

# Contract of Legal Considerations & 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 animal(s). DCCS is synonymous with Derby City Critter Sitters, throughout this contract.



## SERVICE FEES

- A signed service request (this contract) must be provided to DerbyCityCriticSitters, before service is provided. These signatures are performed at initial Meet & Greet Visit.
- **Meet & Greet service has an associated fee of \$25. Please see our Lock Box & Key Handling Agreement for more details. (pg.6)**
- **There is a \$10 Surcharge to EVERY service booked on National & Local Holidays.**
- **Effective July 1<sup>st</sup>, 2018: All Pet Care Services will be required to process a 6% Sales Tax. (House Bill 487, KRS 139.200)**
- **Last Minute Request Fee:** Services requested the day of or within 24 hours, of needed service time, will be charged a flat fee of \$25. This is to ensure quality control and gratitude to our devoted sitters.

## INVOICES & RESERVATIONS

- **Processing Fee is set to a rate of 3% of Total Bill Due.**
- Due date always matches the date of the Processing Fee Line, on each invoice.
- Unpaid services may be cancelled without notice, including prior to or during the service period.
- **Each invoice will be debited (in full) for the total service period, on the due date.**
- Daily Service Clients are invoiced monthly, on the last (business) day of the month, prior to the month of service.
- Reservations are not held until payment is received, by DerbyCityCriticSitters.
- Reservations (services) are made to plan sitter availability to clients.
- Reservations for Vacation/Extended Leave: **Clients returning home early WILL be required to pay for the reserved amount of time scheduled.**
- It is at the discretion of DCCS to credit services, not rendered, for these extended/vacation reservations.

## REFUNDS

- If a service is invoiced and debited, then completely cancelled- the policy is as follows:  
**(% Applies to the Entire Service Invoice Total)**
- **0-23 Hours prior to service period: 50% of service total is due (equals 50% refund)**
- **24-48 Hours prior to service period: 20% of service total is due (equals 80% refund)**
- **48+ Hours prior to service period: No charge. (100% Refund)**
- Client understands that they will receive refund, within 5-10 business days, *less the processing fee*, to the card on file.

## CREDITS

- Credits will be allowed, at the discretion of DerbyCityCriticSitters, at a rate of 50% or 100%, of service fee.
- **Clients (w/ daily services) have a period of 6 months to use their credits.**
- **Clients (w/ vacation services) have a period of 1 year to use any credits acquired. \*No applicable credit policy, due to reservation policy.**
- Credits will be applied to client's account, for services not rendered, if the following terms are met per our cancellation policy below.

## CANCELLATION POLICY

- **Client must cancel or reschedule, prior to next day service, on or before 10 pm (day before service) in the form of text and/or email.**
- If these terms are not met, visit will be marked complete and client will be charged for service not rendered.
- Emergencies (of a serious nature) are taken into consideration, but ultimately DCCS 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.

**HOTEL CLIENTS: MUST INITIAL KEY AUTHORIZATION (IN THIS CONTRACT) UPON ARRIVAL, AT FRONT DESK CHECK-IN, TO RECEIVE OUR SERVICES.**

**LEGAL CONSIDERATIONS**

- The terms of this document apply to all the pets owned by the client, including all new pets that the customer obtains on or after the date this document was signed, at 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 sitter cannot service a home with "VISITING" pets, without a separate contract and veterinary release signed by the rightful owner(s).
- DerbyCityCritterSitters agrees to provide, agreed upon services, in a manner that is trustworthy, caring and dependable. In consideration of the service as an express condition thereof, the client expressly relinquishes all claims against the company and its sitters, except those arising from negligence.
- Claims of negligence that involve an Independent Contractor, hired by DerbyCityCritterSitters, will be the responsibility of the Independent Contractor and the company they represent. All hired Independent Contractors are required to carry liability insurance, with optimal coverage or bonding through a reputable company.
- Derby City Critter Sitters is Insured and Bonded through Pet Sitter's Associates (PSA)
  
- **DerbyCityCritterSitters is NOT responsible for the following:**
  - Any wilted, dead or otherwise unhealthy plants. DCCS will work hard to follow your written directions as precisely as possible but cannot be responsible if 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.
  - Any 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 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 DCCS within 5 business days.
  - Any damage to the property of the client or others unless such damage is caused by the negligent act of the Pet Sitter. DCCS agrees to remain insured through PSA or a comparable pet sitting liability insurance entity, during each service period. DCCS accepts no responsibility for loss to the premises, if other individuals have access to the client's home or if home is not properly secured.
  - Any loss or damage in the event of a burglary or other crime that should occur while under this contract. Pet Owner agrees to secure home prior to leaving the premises and understands that DCCS will not be liable for any loss. DCCS 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 properly secured at our UPS store, under security code and key lock box.
  - For the safety, injury, death, disappearance of any pet(s) with unsupervised access to the outdoors (i.e. doggy door). Thus, cannot be held liable for any legal consequences, resulting from these instances, at these described residence(s).
  
- **Pet Owner is responsible for the following:**
  - Pet-proofing house and yard, including all security fences/gates/latches/doors/etc....
  - Supplying the necessary, safety 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, doggie bags, litter boxes, food, cleaning supplies, medications, pet food and cat litter.
  - For the reimbursement of any items purchased by DCCS to complete services, necessary for the satisfactory performance of duties. Pet owner authorizes and agrees to be responsible, for the payment reimbursement of these purchases, as well as service fees for obtaining items. (\$15 Trip Fee) Client understands all reimbursements to be paid under the terms of this contract, will be debited from the credit card on file, provided a valid receipt for proof of purchase, with a 3% processing fee.

### **MEDICATION ADMINISTRATION**

- Medication(s) can only be provided during our mealtime included services (Standard/Luxury/Overnight/24 Hour Service) 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, medication can NOT be administered, as requested by the client, the sitter will notify the owner immediately and ask for other instructions. If client doesn't respond within a timely manner, notes will be made in Pet Sit Click, of the incident, with a detailed explanation of what medicine was or was not administered.
- The client hereby acknowledges that DCCS 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 chosen by the sitter. DCCS 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 DCCS, 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 local, 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**

- Every effort will be made, to make the trip to your home, to provide care.
- Your service schedule may be changed, interrupted or altered depending on the severity of the emergency circumstances.
- If it is NOT possible to drive safely to your home, your emergency contact will be notified, and you will be called immediately.
- Client understands to have driveways, walkways, porches, steps, etc.... cleared of snow/ice/debris, s to ensure the safety of our pet sitter(s) and their pet(s), to perform the services requested, for any day with inclement weather/emergency conditions.
- Client will NOT be charged for same-day cancellations, due to inclement weather.
- It is suggested that arrangements be made with someone to evacuate your pets, in case of a disaster or weather-related crisis or 'Code Red' situation. We will try to see to your pet's safety/care should such events occur, but with no promise of guarantee.

### **OTHER TERMS & CONDITIONS**

- Owner agrees to notify DCCS/Pet Sitter of everyone who has access to the home and if it is necessary for anyone to be present during the service period. Must be written confirmation via text/email, with a DCCS representative.
- It is recommended that NO other persons (i.e. cleaning services, repairmen, etc....) have access to Owner's home, while under service period with DCCS. Therefore, DCCS reserves the right to cancel and/or terminate services, if other persons are present (during service period) without the prior notification and confirmation with DerbyCityCriticSitters.
- Client understands their pet's picture(s) are subject to use as media marketing, including but not limited to, Facebook, Instagram, Pinterest, YouTube tutorials, website, flyers and brochures. Owner agrees to waive rights, to all pictures, of their pet(s) taken by DCCS.
- This contract permits DCCS to accept all future telephone, online, email reservations and provide service without additional signed legal considerations agreements.

- Client agrees to discuss any concerns with DerbyCityCriticSitters 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, DCCS relinquishes any legal liability.
- This agreement is valid from the date signed and replaces any prior Legal Considerations agreements.
- Client agrees to any future DCCS 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 3 days written notice to the other party.
- The Owner states that he/she has read this agreement, in its entirety and fully understands and accepts its terms and conditions.

X

X

CLIENT/OWNER

DCCS REPRESENTATIVE

X

PRINT NAME ABOVE/ DATE:

**Key Authorization for Hotel Clients**

**Please initial here:** \_\_\_\_\_

By initialing above, you understand and accept the following:  
You are granting access, for a sitter of Derby City Critter Sitters, to your room key.

You will authorize us to grant access to your key by leaving our name at the check-in desk.

**Please use name: Derby City Critter Sitter Contractor**

\*Due to possible emergencies, another sitter may have to cover a sitter service, so please use the name above.

All our current Insured & Bonded sitters are listed on the copy of our Insurance Certificate, so the front desk may authorize from the list provided, when your sitter arrives.

Your sitter has the option to keep the room key, on their persons throughout the service period or return it at the end of each visit.

At the end of your contracted service period with us, the key will be returned to the front desk.

Thanks for trusting in us!

We look forward to caring for your furry family, while you enjoy our great city of Louisville!



## Veterinary Instructions & Release Agreement

**Owner Name(s):** \_\_\_\_\_ **Key #s:** \_\_\_\_\_

**Phone Number(s):** \_\_\_\_\_

**Pet Name(s):** \_\_\_\_\_

If 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 DCCS, I give permission to DerbyCityCriticSitters to seek veterinary service, from a veterinarian or a veterinarian 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.

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 DCCS 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 DCCS care providers to use their best judgment in handling these situations and I understand that DCCS 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 all veterinary services rendered, including but not limited to diagnosis, treatment, grooming, medical supplies and boarding. Such payments will be made within 5-10 business days of the initial incident. I also agree to be responsible for all Special Service fees assessed by DCCS for emergency transportation, care, supervision or hiring of emergency caregivers and will pay such fees within 5-10 business days of each incident.

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

Every pet animal, at the site of service will be current (per my veterinarian's recommendations) on its rabies vaccinations, prior to the arrival of any caregiver. I will also plan to guarantee that each animal will remain current on its rabies vaccinations, throughout each service visit period.

I agree to notify DCCS of any signs of injury or possible illness before any visit as soon as the condition appears. DCCS reserves the right to cancel service at any location where a pet with a potentially infectious condition exists. DCCS strives to provide clean, safe service to each of our clients. In doing so, DCCS 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 DCCS cares for one or more of my pets. I understand that this agreement applies to each of the pets within DCCS 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#:** \_\_\_\_\_

\_\_\_\_\_ **VET NAME & NUMBER:** \_\_\_\_\_

\_\_\_\_\_ **INITIAL HERE:** \_\_\_\_\_ *For attending Vet to be paid via PetSitClick, if charge can't be billed.*

\_\_\_\_\_ **Signature:** \_\_\_\_\_

\_\_\_\_\_ **Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_



# LOCK BOX & KEY HANDLING AGREEMENT

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

LOCK BOX (CODE/LOCATION) OR Key Pad Code: \_\_\_\_\_

KEY TAG #: \_\_\_\_\_ KEY TAG #: \_\_\_\_\_ GARAGE CODE: \_\_\_\_\_ GATE CODE: \_\_\_\_\_

ALARM CODE (DISARM): \_\_\_\_\_ ALARM CODE (ARM): \_\_\_\_\_

**I understand and accept the following charges will be made to my account, to obtain services:**

\$25 fee – For Meet & Greet service, with or without Key Exchange & Lock Box Rental

\$15 fee – if I'm unable to provide, 2 keys at this time.

**Lock Box/ Key Exemption(s):**

Key Code Lock Pad Door Clients will only need to provide 1 key and Key Pad Code above.

Apartment Complex Clients that do not allow lock boxes.

Other: \_\_\_\_\_

**I furthermore agree to and understand the following conditions and terms:**

**LOCK BOXES**

I understand and agree that I am renting the key lock box, from DCCS. This fee is to pay for time spent to install/uninstall lock box, client/sitter convenience, trip fees and associated fees with termination of contract. If I choose to terminate service, I agree to return the lock box to DCCS associates and retrieve my extra key, within 72 hours. I understand that if I give the lock box code to any persons, outside of the household. DCCS waives all legal liability. Most importantly, I understand the lock box must be kept on the door, in which it intends to be used to access. It can not be left or attached to anything else, on the premises.

Vacation Clients: are to keep lock boxes (stored in a safe location) until next service period.

**If I fail to leave the lock box out or the key is not present in the lock box, at the beginning of service, I will be charged a \$15 trip fee, for the sitter to retrieve the emergency key.**

**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 client's PetSitClick profile, along with the Password- in the event the alarm is set off on accident. WE want to be able to gain access, provide care and leave your house secure when we depart. Above all, not set off any alarms. You may also choose to leave your 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 assigned sitter(s) and administrators of DCCS - no one else. The safety and security of all pets we care for, is our #1 priority. We highly suggest a 'Sitter Code' be added, so that you know for sure it us entering/exiting, when viewing security system logs.

**Keys**

-DCCS has my permission to make a copy of my key(s) for emergency/backup purposes, at their discretion.

-DCCS agrees to place an identifying box 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.

-DCCS will retain my keys, at the end of each service period. Sitter will place key in a secured location, until future requested services.

-DCCS has my permission to provide my keys to any of its independent contractors that will be providing pet care service(s).

**Key Return**

I understand that if I decide to have my key(s) returned, I must notify DerbyCityCriticSitters, in writing. This request must be confirmed by the Owner of DerbyCityCriticSitters. The exchange will take place within 72 hour and will be considered as a termination of contract. By submitting this request, I agree to all terms as stated above.

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

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