



PET SITTING SERVICE CONTRACT

OWNER INFORMATION

Name (Please list all parents) _____

Address _____ City _____ Zip _____

Phone Numbers: Cell _____ Work _____ Alt _____

Email Address _____

Emergency Contact Name _____ Number _____

How did you hear about us? _____

IMPORTANT PHONE NUMBERS

Vacation Number _____ Relative _____ Neighbor _____

Will pet care responsibilities be shared with anyone else not affiliated with our company during your absence?

YES

NO

If Yes enter Name, Address, Phone# _____

Details of job sharing arrangement

Vet Name, Address, Phone# _____

PET INFORMATION

PET NAME

AGE

GENDER

SPECIES

COLOR

Any history of biting? _____

Favorite Toys / Games _____

Feeding Instructions

How many times per day would you like me to visit your pet? _____

What times during the day would you like me to visit? _____

Dates you'll be away that you would like me to visit your pet _____

Any additional instructions when visiting your pet?

Medication Instructions

I authorize Smiley Pets Sitting to act as my agent in the event of my pet needing medical attention. I further agree that I will be responsible for any and all costs of any veterinarian care deemed necessary by a licensed veterinarian.

Initials: _____

Signature _____ Date _____

PET CARE INFORMATION

Location of:

Bowls _____

Extra food _____ Treats _____

Leashes _____ Poop bags _____

Litter box _____ Scooper _____

How do you prefer I dispose of waste? _____

Cleaning supplies for pet "accidents" _____

Are pets secured in yard or home? _____

Instructions for hot weather or rain _____

Additional care information

ALARMS

Gate code _____ House code _____

Alarm company _____ Phone# _____ Code phrase _____

HOME CARE

Would you like lights, draperies, tv, stereo, windows open/closed, or other items rotated? Please explain.

Bring in newspaper YES NO

Bring in mail YES NO

Paper and Mailbox number and location _____

Trashcan location and pickup day/time _____

Houseplants you would like watered and how often?

Emergency contact for home _____

YARD CARE

Location of sprinklers and duration _____

Location of pots to water and frequency _____

Additional yard care notes

KEYS

House, gate, mailbox key tested? _____

Does anyone else have keys to your house? YES NO

If yes list name and phone# _____

I authorize Smiley Pet Sitters to use my house key(s) during the time they will be caring for my pet(s). If Smiley Pets does not keep my keys on file there may be a charge to pick-up and/or return them. For the safety of your home and pet Smiley Pets will only return keys in person or by U.S. Postal Service. We take your home and pet care very seriously while you are away. For our safety and the safety of your pet and home, we will NOT leave keys unattended during your absence. We cannot leave keys inside your home or in any other obscure location in the event that you are unable to return at the designated time or if there is an unforeseen emergency. How would you like us to handle your keys? Please select one of the following:

Please return my keys to me after I return home:

By Mail \$5 By certified mail \$10 In person \$15

Please keep my keys on file for future visits until further notice:

No charge

Any Additional Instructions

PAYMENT OPTIONS

We can accept various payment methods for your convenience. There is a \$35 additional fee in the event of a returned check. Please make checks payable to cognito LLC.

Cash Check Credit Card

Credit Card Authorization

Type of card: Visa Mastercard Amex

Name on card _____ Card Number _____

Expiration date _____ Security Pin/Code _____

Signature _____

*Payment is due prior to services being rendered. Keys that are not available during initial free consultation will incur a \$15 pickup fee.

TERMS AND CONDITIONS

For the purposes of this contract the Pet Sitting service and/or their representatives (Independent Contractor, or employees) will be referred to as PET SITTER and the Pet Owner will be referred to as OWNER. The

parties herein agree to the following terms and conditions.

1. The total cost of the Pet Sitting services agreed upon is due at the time of initial consultation. A handling fee of \$35.00 will be added to all returned checks.
2. Payment for all subsequent Pet Sits will be paid in full prior to services being rendered.
3. **Refund & Cancellation Policy** – If Owner plans to shorten their trip they must give Pet Sitter a minimum of 12 hours notice in order to receive a refund. If Owner cancels their trip entirely a \$20.00 fee will apply for all notification less than 14 days prior to scheduled sits. **Holidays**—If Owner cancels, 50% of entire booking fee will apply for all notification 72 hours prior to scheduled sit. **No refund on Holiday visits cancelled 72 hours or less before scheduled sits are to begin**
4. If Owner plans to lengthen their trip they must telephone Pet Sitter a minimum of 12 hours in advance of last Pet Sit in order to be put back on Pet Sitters schedule. Owner agrees to pay all additional fees incurred promptly upon their return.
5. Owner must telephone Pet Sitter PROMPTLY upon their returning home and leave a message in order not to incur another Pet Sitting charge.
6. Owner will inform their Veterinarian that a Pet Sitting Service will be caring for their pet(s) in their absence. If possible Owner will make arrangements to have Veterinarian reimbursed for any service necessary during their absence by leaving their credit card number on file with vet service.
7. If a medical emergency arises for pet, Pet Sitter will make every effort to contact the Owner but if time is of the essence Owner authorizes Pet Sitter to seek medical services at the closest Veterinarian Hospital. Owner agrees to reimburse Pet Sitter for all services rendered by Veterinarian in accordance with Owners wishes as stated and signed in the "Veterinary Treatment Authorization" form.
8. In the unlikely event of illness or personal emergency to Pet Sitter, Owner will authorize Pet Sitter to arrange for another qualified person to fulfill responsibilities as set forth in this contract. Owner will be notified in such a case.
9. It is the Owners responsibility to make sure all of their pet(s) are current on their vaccinations. Should Pet Sitter be bitten or otherwise injured by Owners pet(s), Owner agrees to pay all medical costs and lost wages incurred by Pet Sitter due to such injury.
10. Owner is responsible for any injury caused to Pet Sitter or the general public by Owner's pet(s) or condition of Owner's premises.
11. In the event of inclement weather or natural disaster Pet Sitter will use their best judgment in caring for Owners pet(s) and home but cannot be held responsible for any damage to home or injury to pet arising from such.
12. If a problem arises such as a pipe rupture, flooding, earthquake, fire, break in, animal destroying fence etc., Pet Sitter will make every effort to contact Owner and follow their instructions. If Owner cannot be reached or immediate action is necessary for the health, safety and welfare of the pet(s), Owner authorizes Pet Sitter to make any repairs deemed necessary by the Pet Sitter. The Owner agrees to reimburse Pet Sitter for all expenses incurred for repair of property and will hold Pet Sitter blameless for work done by other.
13. Owner is to notify Pet Sitter if anyone else has keys or access to Owner's property other than Pet Sitter during the time the Pet Sitter is caring for Owner's home and pet(s). Pet Sitter cannot be held liable for damage done to home and pet(s) by others with such access. In addition, Pet Sitter shall not be held liable for damage done by pet to either the interior or exterior of home when Pet Sitter is not there.
14. Pet Sitter is not liable for pets that are left outside or may escape when Pet Sitter is not in attendance.
15. Owner shall, at Owners sole expense, defend Pet Sitter against any claim or demand, whether or not well founded arising from any act(s) of Owner's pet(s) or relation to Owner's property. Owner shall indemnify and hold Pet Sitter free and harmless from all cost, expenses and liabilities in connection with such claims or demands. These costs, expenses and liabilities include amounts paid in settlement before or after suit is commenced, attorney's fees and costs incurred by Pet Sitter in defending against such claims or demands.

16. Pet Sitter will provide the services stated herein in a reliable, caring and trustworthy manner. In consideration of these services and as an express condition thereof, Owner expressly waives and relinquishes any and all claims against Pet Sitter except those arising from gross negligence or willful misconduct on the part of Pet Sitter.
17. Should any section, provision or portion of the contract be held to be invalid, illegal, void or unenforceable, then such section, provision or portion shall be deleted from this contract. The remainder of this contract shall continue in full force and effect.
18. Any controversy or claim arising out of or in relation to this contract shall be brought to Small Claims Court before any other action is taken. If the matter cannot be resolved in Small Claims Court then the parties agree to binding Arbitration in accordance with the State where it was signed. The arbitrator shall be based on the rules of the American Arbitration Association.
19. This contract shall be interpreted and governed by the laws of the State in which it is signed. Each party will perform its obligations in accordance with all the applicable laws, rules and regulations of said State.
20. No term or provision of this contract shall be waived and no breach excused verbally. To be effective, each waiver or excuse shall be in writing and signed by the party who waived or excused.
21. Each waiver or excuse shall be independent of all other. Therefore, if a term or provision is waived or breach is excused, that waiver or excuse shall not waive any other term or provision or excuse any other breach.
22. In no event will Pet Sitter be liable to Owner for any damages, including, but not limited to any lost profits, lost savings or their incidental or consequential damages arising out of Owners use of Pet Sitter services, nor will Pet Sitter be liable for any claim by any third party, unless gross negligence or willful misconduct is proven on the part of the Pet Sitter.
23. Pet Sitter reserves the right to terminate this contract at any time before or during its term if Pet Sitter, in their sole discretion, determines that Owner's Pet(s) pose a danger to the health and/or safety of Pet Sitter. If this occurs Pet Sitter will notify the Owner immediately of the problem and determine whether Owner will return or if pet(s) will need to be placed in a kennel with all charges to be charged to the Owner.
24. Owner authorizes this signed contract to be valid approval for future services of any purposes provided by this contract permitting Pet Sitter to accept telephone reservations for service and to enter the premises without additional signed contracts or written authorization.
25. In the event of extenuating services or expenses incurred by pet sitter during the absence of the owner such as but not limited to waiting with pet at veterinarian, transportation of pet to and from locations not within normal operating procedure, etc. the owner agrees that compensation not to exceed fifteen dollars (\$15) per additional half hour of service may be charged to the owner.
26. _____ By placing my initial here and signing this contract I am promising to read the Terms and Conditions in their entirety. If I have any questions about the above I will telephone the Pet Sitter before the Pet Sit is to begin.

(Pet Owner Print Name) (Date)

(Pet Sitter Print Name) (Date)

(Pet Owner Signature) (Date)

(Pet Sitter Signature) (Date)