

## ***Brett's Pets Pet Sitting Service Contract***

12820 Beech Wood Ct. Raleigh, NC 27614

(919) 621-1704

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This pet sitting service contract ("contract") is made between Brett's Pets and \_\_\_\_\_ ("client") on \_\_\_\_\_ (date).

Brett's Pets does not accept pet sits with cats that have access to the outdoors while Brett's Pets is not present. Brett's Pets does not accept pet sits that are "shared" with friends or neighbors due to liability insurance guidelines.

### Terms and Conditions:

1. License & Insurance. Brett's Pets is licensed and insured in accordance with the laws of the State of North Carolina.
2. Effective Date. This contract shall become effective and its terms shall inure to and bind Brett's Pets and client on the date such contract is signed ("effective date").
3. Pet Sits. The number of pet sit visits per day shall be \_\_\_\_\_.  
The total number of pet sits shall be \_\_\_\_\_.
  - a. Start & End Dates. The date and time of the first pet sit shall be at \_\_\_\_\_ a.m./p.m. on \_\_\_\_\_, ("start date"). The date and time of the last pet sit shall be at \_\_\_\_\_ a.m./p.m. on \_\_\_\_\_, ("end date").
  - b. Secured & Locked Home. Client expressly agrees to lock all windows, screens, and doors prior to leaving his/her/their home unattended immediately before start date to begin.
  - b. Early Return Home. In the event client returns home prior to the End Date, client agrees to notify Brett's Pets immediately to avoid being charged for unnecessary visit(s).

- c. Situs. Pet sitting services described herein shall be performed at the address:
- \_\_\_\_\_
- \_\_\_\_\_
- ("client's property").
- d. Nature of Pet Sit. The following description entails the nature and services to be performed by Brett's Pets thereby constituting a pet sit:
- \_\_\_\_\_
- \_\_\_\_\_
- e. Notice of CLIENT's Return Home. Client hereby agrees to telephone Brett's Pets immediately upon his/her/their return to client's property.
4. Fees. The pet sit rate shall be \$ 15 per visit.
- a. Balance Due. The balance of \$ \_\_\_\_\_ ("balance due") shall become payable in full on or by \_\_\_\_\_, payable to Brett Williams ("balance due date").
- b. Re-Supply Charges. Client agrees to have enough food, medications, supplies, etc., for Brett's Pets to perform services listed herein. Should a shortage occur and additional supplies need to be purchased, client agrees to reimburse Brett's Pets for all re-supply charges.
- c. Mileage Surcharge. A mileage surcharge of \$ 0.50 may be applied per mile for visits requiring travel in excess of 30 miles round trip.
- d. Transportation Surcharge. No fee shall be applied in the event of a pet emergency. Additional charges may be incurred if transportation is necessary outside of the immediate vicinity of client's property.
- e. Locksmith Surcharge. In the event Brett's Pets is required to employ a locksmith to gain entry into client's property, through no fault or negligence by Brett's Pets, client agrees to reimburse Brett's Pets for all costs incurred.
5. Discounts. A complimentary visit may be applied if a booking is made by someone referred by you to Brett's Pets.

6. Emergency Contact. Client agrees to notify the emergency contact person identified on the HOME & PET CARE AGREEMENT that client is going out of town and Brett's Pets will be caring for client's pet(s). Your emergency contact person should be someone who can make decisions on your behalf in case of an emergency, including but not limited to, water pipe breakage, flooding, sprinkler system problems, and electrical problems. The emergency contact person should live as close to client's property as possible.

7. Veterinarian. Client and Brett's Pets shall execute a VETERINARIAN RELEASE FORM ("veterinary release").

a. Emergency Care. Brett's Pets is expressly authorized pursuant to the veterinary release to seek emergency care and treatment whenever Brett's Pets deems appropriate or necessary. Client agrees to release Brett's Pets of all liabilities related to transportation, treatment and expense arising under emergency circumstances. Should the specific veterinarian identified in the veterinary release be unavailable, Brett's Pets is authorized to approve medical and or emergency treatment (excluding euthanasia) as recommended by a licensed veterinarian in the State of North Carolina. Client agrees to reimburse Brett's Pets for any emergency-related expenses incurred, plus any additional fees caused by emergency conditions.

b. Change of Veterinarian. Client expressly agrees to notify Brett's Pets immediately if client changes veterinarians.

c. Veterinary Notice. Client expressly agrees to contact the veterinarian identified in the veterinary release before leaving town that client's pet(s) are in Brett's Pets' care. Client agrees to leave a credit card number or blank check with his/her/their veterinarian if deemed appropriate.

d. Vaccinations. Client expressly acknowledges that all pet(s) vaccinations are current or shall become current by the start date.

e. Brett's Pets Injury Caused by Pets. In the event Brett's Pets or a third party ("victim") is bitten or otherwise exposed to any disease or ailment received from client's pet(s) which have not been properly and currently vaccinated, it will be the client's responsibility to pay all medically related costs and damages incurred by victim.

8. Brett's Pets Illness or Personal Emergency. In the event of personal emergency or illness of sitter, client authorizes Brett's Pets to arrange for another qualified sitter to fulfill responsibilities as set forth in this contract. Client shall be notified immediately.
9. Alarm Company Notice. Client agrees to notify alarm company of Brett's Pets' presence in and around client's property.
10. Special Circumstances. Client agrees to release Brett's Pets from any and all harm caused by the following:
- a. Inclement Weather or Natural Disaster. Brett's Pets is entrusted to use best judgment under the circumstances in caring for client's pet(s) and client's property under such conditions. Brett's Pets shall be held harmless for consequences resulting from these decisions.
11. Representations & Disclosure. Client understands and acknowledges that he/she/they are responsible for any harm caused by their pet(s) while in the care of Brett's Pets, their employees, agents and assigns. Client understands and agrees that by leaving his/her/their pet(s) in Brett's Pets' care that Brett's Pets has relied on client's representations that his/her/their pet(s) has/have been vaccinated and is/are in good health. Client further acknowledges that any history or tendency by his/her/their pet(s) towards straying, flight, biting, destructive behavior, or property damage has been fully disclosed to Brett's Pets.
12. Client accepts full financial responsibility for any and all damages caused by pet(s)  
Client understands and assumes full financial responsibility for any and all expenses incurred resulting for any damage, including but not limited to property damage, done or caused by client's pet(s). Client expressly assumes the risk of any damage or injury suffered by his/her/their pet(s), resulting from actions of any pet(s).
13. Miscellaneous Services. If in addition to pet sitting CLIENT and BRETT'S PETS agree for any additional services to be performed, including but not limited to, the bringing in of mail and or newspapers, taking out trash, watering plants, rotating light rotation, such additional services must be specified below: \_\_\_\_\_

\_\_\_\_\_ ("Additional Services"). Brett's Pets is not liable for any damages resulting from the performance of Additional Services,

including but not limited to, wilting or dead indoor or outdoor plants or lost or stolen or misplaced newspapers or mail or damage done to or caused by trashcans.

14. Termination. This contract automatically terminates upon the happening of the following event, the first occurring in time to control: (a) when all terms under this contract have been fully performed and executed; (b) Client notifies Brett's Pets in writing his/her/their intent to terminate the contract prior to the start date but no later than one hundred and twenty (120) hours, five (5) days prior to the start date ("client termination"); or (3) Brett's Pets notifies client in writing of her intent to terminate the contract prior to the start date but no later than one hundred and twenty (120) hours, five (5) days prior to the start date ("Brett's Pets termination").

c. Termination By Third Persons. Brett's Pets will not accept changes of contract terms or notice of termination of this contract by any third person unless agreed upon in advance.

d. Dangerous Pet(s). Brett's Pets reserves the right to terminate service at any time before or during performance of contract terms if Brett's Pets, in their sole discretion, determines client's pet(s) pose a danger to the health or safety of Brett's Pets. If concerns prohibit Brett's Pets from caring for such pet(s), client authorizes pet(s) to be placed in a kennel, with all charges there from to be charged to client. If this occurs, client shall be notified immediately.

15. Suspension or Cancellation of Third-Party Services. The security and safety of client's pet(s) and Brett's Pets are paramount to that end, client hereby agrees to suspend or cancel any and all types of services or other types of visits involving a third-party coming onto client's property, including but not limited to, pool persons, landscapers, housekeepers, painters, plumbers, neighbors, family, friends, during the duration commencing on the start date through the end date. Brett's Pets shall notify the police if any third-party is discovered on client's property. If client chooses and Brett's Pets agrees not to suspend or cancel such services or visits involving third-party(ies), this paragraph shall be crossed out with a large "x," and the parties shall initial below. If this paragraph is crossed out with a large "x," and the parties have subscribed their initials below, this paragraph shall be deemed revoked and have no force or effect. If it is agreed to in advance that third persons will have access to client's property, client agrees to leave a note in a conspicuous location putting all persons on notice of Brett's Pets' entry and presence.

\_\_\_\_\_  
BRETT'S PETS

\_\_\_\_\_  
CLIENT

\_\_\_\_\_  
CLIENT

16. Indemnification. Brett's Pets shall not be liable to client for any act or omission by any third party, including but not limited to, neighbors, friends, family, housekeepers, alarm companies, utility persons, telephone persons, painters, plumbers, whether known or unknown, having access to a key to client's property or alarm code enabling access onto client's property, or any other means of gaining access or entrance, who is not a party to this contract, client hereby waives and releases Brett's Pets from any and all claims, actions, suits, causes of action, obligations and demands, known and unknown, for any damages, losses, liabilities, costs, or expenses of any character, nature, and kind whatsoever, including but not limited to, reasonable attorney's fees arising from any act or omission caused thereof. If client elects to authorize access or entrance onto client's property to anyone expressly or impliedly, except for Brett's Pets and their employees, agents, heirs and assigns, client does so at his/her/their own risk.

17. Release from Liability. Brett's Pets shall perform all services agreed upon in a reliable, caring and trustworthy manner. In consideration of these services and as an express condition thereof, client expressly waives and relinquishes any and all claims against Brett's Pets, their agents, employees, successors or assigns, except those arising from negligence or willful misconduct on the part of the Brett's Pets.

18. Attorney's Fees. The prevailing party in any action or proceeding reasonably brought to enforce the terms of this contract shall be entitled to reimbursement from the non-prevailing party for all reasonable costs, expenses, and attorney's fees incurred in connection with such action or proceeding.

19. General Provision. The persons executing this contract represent and warrant that they have read and fully understand the terms and conditions of this contract and have full authority to execute this contract and to bind the party on whose behalf they sign. Brett's Pets and client agree that this contract fully incorporates the agreements and understandings of all parties with respect to the subject matter hereof, incorporating by reference those services and items listed in the HOME AND PET CARE AGREEMENT. All prior negotiations, drafts, and other intrinsic communications between the parties shall have no evidentiary effect whatsoever. No arrangement or understanding entered into between Brett's Pets and client shall be valid unless it is in writing and executed by all parties. If any provision of this contract is invalidated by a court, the invalid provision is severable with the remaining provisions given full force and effect. Time is expressly declared to be of the essence in executing and performing this contract.

20. Disclaimers. Brett's Pets, their employees, agents, assigns, successors and heirs shall not be responsible for:

a. Damage to carpets, rugs, floors, plants, or lawns caused by the client's pet(s) urinating, spraying, or defecating on same. Every reasonable effort will be made to clean up messes caused by client's pet(s) that are found by the Brett's Pets with cleaning materials made available by the client.

a. Sickness, injury, loss or death of the client's pet(s) through non-negligence of the Brett's Pets. Brett's Pets will follow the directions of the VETERINARIAN RELEASE FORM for pets that become sick or injured. The maximum monetary liability that Brett's Pets will assume for the loss of a pet shall be limited to the replacement value of the pet as directed by the laws of the state of North Carolina.

b. The condition or security of fences, doors, gates, and other areas that pets are confined to. Client should insure that confinement area is secure and safe for pet(s). Brett's Pets will make every effort to locate lost or missing pet(s).

c. Plants, trees and lawns that wilt, brown or die due to conditions beyond the directions supplied by the client. Watering plants will be accomplished only in a manner as client has directed.

In consideration of and inducement to the acceptance for specific services, I hereby agree to indemnify Brett Williams, Brett's Pets, and its employees, agents, heirs, successors, and assigns for any and all claims by any member of my family or any other person as a result of any action by my pet(s).

IN WITNESS WHEREOF, the parties have entered into this CONTRACT with  
BRETT'S PETS PET SITTING SERVICE:

Dated: \_\_\_\_\_

Signed By: \_\_\_\_\_  
(Print Full Name)

SITTER'S NAME \_\_\_\_\_  
(Signature)

Dated: \_\_\_\_\_

Signed By: \_\_\_\_\_  
(Print Full Name)

CLIENT  
\_\_\_\_\_  
(Signature)

Dated: \_\_\_\_\_

Signed By: \_\_\_\_\_  
(Print Full Name)

WITNESS  
\_\_\_\_\_  
(Signature)