

SIGN UP DAY: \_\_\_\_\_ DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ PERFORMED BY: \_\_\_\_\_



# THE PET STAFF

## PET CARE MASTER SERVICE AGREEMENT



### CLIENT INFORMATION

Name 1: \_\_\_\_\_ Mobile 1: \_\_\_\_\_ Work 1: \_\_\_\_\_  
Name 2: \_\_\_\_\_ Mobile 2: \_\_\_\_\_ Work 2: \_\_\_\_\_  
Address: \_\_\_\_\_  
Home Phone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

LOCK BOX HANDLE: \_\_\_\_\_ LOCK BOX DOOR: \_\_\_\_\_  
LOCATION: \_\_\_\_\_  
GATE CODE: *if applicable* \_\_\_\_\_

OFFICE: 1-866-738-8474

AUTHORIZATION OF PET STAFF

WEB: [www.thepetstaff.com](http://www.thepetstaff.com)

#### 1. PET CARE REQUIREMENTS

- 1.1 The Client shall provide accurate and complete information and keep this information current at all times by reviewing and updating its Client Profile directly on Pet Staff's secure Client web portal. Client may access its Client Profile online via [www.thepetstaff.com](http://www.thepetstaff.com) (client login). Client shall promptly, and before the next service commences, provide Pet Staff any changes or updates to its Client Profile.
- 1.2 The Client hereby authorizes Pet Staff domestic workers to perform care as outlined by the Client in its Client Profile.
- 1.3 The Client hereby authorizes Pet Staff to seek emergency veterinary care for their pets as Pet Staff deems is required. In that regard, the Client hereby releases the Pet Staff and all domestic workers it provides from any and all liabilities related to transportation, treatment and expense of caring for their pets, and against any and all claims by any third parties in any way related thereto. Pet Staff is authorized to approve medical and/or emergency treatment (excluding euthanasia) as recommended by a veterinarian. Pet Staff shall make reasonable efforts to utilize Client's preferred facility and to provide prior verbal notice to Client; however, such use of facility and/or notice is not required. Client agrees to pay Pet Staff for expenses incurred, plus any additional fees and/or time for attending to this need. Client also agrees to pay Pet Staff for any expenses and time incurred to purchase any other home/food/supplies that are needed to fulfill contracted service with Client.
- 1.4 Client acknowledges that this signed authorization permits Pet Staff to accept verbal, telephonic, facsimile and email requests from client (and their representatives) for services and to enter Client's premises without additional signed agreements or written authorization.
- 1.5 In the event in Pet Staff's sole discretion, a pet requires additional care to that requested by the Client due to behavioral issues, or apparent distress of the pet, Pet Staff reserves the right to provide additional services at the Client's expense and Client agrees to pay Pet Staff for such additional services. In such cases, Pet Staff will attempt to contact the Client at the phone contact information provided by the Client and inform Client of Pet Staff's decision to provide additional services. However, it is the Client's responsibility to provide updated contact information and to promptly return calls to the Pet Staff.

#### 2. EMERGENCIES

- 2.1 In the event of inclement weather, natural disaster, or national or other unanticipated emergency, Pet Staff is entrusted to use best judgment in caring for pet(s), plant(s), personal property and home. Client agrees to hold harmless Pet Staff for damages or liabilities related to any such decisions it makes in its discretion to provide care for affected pets, homes or plants under such circumstances.
- 2.2 Client will provide Pet Staff with access to Client's residence sufficient to allow Pet Staff to carry out Pet Staff's obligations under this Agreement. If client fails to provide Pet Staff with such access on the date(s) of contracted service, Pet Staff will attempt to contact Client to arrange for access. If Pet Staff is unable to reach Client within one hour, Pet Staff shall be deemed to have performed all contracted services required on that date. In the event that Pet Staff deems it necessary to employ a locksmith to gain entry into Client's premises, Client expressly gives Pet Staff authority to do so and agrees to pay Pet Staff for any and all costs and expenses incurred.
- 2.3 In the event of personal emergency, illness, or unavailability of a domestic worker requested by the Client, Client authorizes Pet Staff to arrange for another qualified Pet Staff Service Provider to fulfill responsibilities as set forth in the Client Profile.

#### 3. LOCK BOX ACCESS

- 3.1 Client agrees to participate in Pet Staff's Lock Box Program, whereby an exterior Lock Box will be provided as part of the initial Sign Up Fee. The Lock Box shall remain the property of Pet Staff, and may be removed at the Company's discretion at any time. To aid in security, Client agrees to keep access codes confidential and to only use this Lock Box for service assignments with Pet Staff. Codes assigned by Pet Staff are not to be altered or changed in any way for any reason. The Lock Box is to be securely fastened on a mutually agreed upon location and Client may remove it when it is not required to be used by Pet Staff. Client agrees that Pet Staff is released from all liability resulting from lock box misuse that is caused by Client actions. Client agrees to pay a Thirty Five Dollar (\$35.00) replacement fee if the Lock Box is lost, stolen, or damaged beyond reasonable wear and tear.

#### 4. PET STAFF FEES & CHARGES

- 4.1 Client agrees to pay Pet Staff at the rates and abide by the terms and conditions, as they are posted in their most current form on the company's web site ([www.thepetstaff.com](http://www.thepetstaff.com)) at the time of service. Pet Staff periodically updates its rates and terms & conditions and thus advises Client to regularly check the rates and terms posted.
- 4.2 Client agrees to pay the "additional surcharges" posted on the website for holiday, cancellation or other extraordinary fees if applicable. These additional fees shall be in addition to the Pet Staff's standard fees which are also posted.
- 4.3 Client agrees to pay Pet Staff one hundred percent (100%) of the total posted rates for the contracted services, prior to the rendering of such services, and to effect this provision, hereby authorizes the Pet Staff to charge Client's credit card on file with the Pet Staff at the time after the Client verbally requests or authorizes that services be provided. This payment procedure also applies to any and all additional expenses, charges, fees, and reimbursements incurred by Pet Staff on behalf of Client as provided for in this Agreement. Accounts considered to be past due are subject to a finance charge of two percent (2%) per month (24% APR). A handling fee of Thirty Dollars (\$30.00) will be charged for all returned checks.
- 4.4 Client may cancel any or all portions of unused or future contracted visits and receive a credit to their Pet Staff account by notice of said cancellation received by Pet Staff office during business hours. Client agrees that they are responsible for a fee equal to the cost of all visits scheduled within twenty-four (24) hours notice received by Pet Staff and that Refunds back to the Client's credit card are subject to a three percent (3%) administrative handling fee.
- 4.5 To the extent that Pet Staff must resort to collection efforts to recover any unpaid fees or otherwise resorts to legal efforts to enforce any provision of this contract, Client agrees to pay all of the Pet Staff's attorney's fees and costs associated with the enforcement of this contract and any rights afforded Pet Staff hereunder.

#### 5. LIMITATION OF PET STAFF LIABILITIES

- 5.1 Client expressly waives and relinquishes any and all claims against Pet Staff except those arising from Pet Staff's negligence or willful misconduct. Pet Staff's liability, if any, will be, to the extent permitted by law, limited to the price of services actually paid by Client for each order and will not include incidental, indirect, special or consequential damages of any kind.

I have reviewed this Pet Care Authorization Agreement and its Miscellaneous Provisions (front & reverse sides) in full and I understand and agree to its terms.

Date

Name (please print clearly)

Signature

rev. 10/08

## **AUTHORIZATION OF PET STAFF (continued)**

### **5. LIMITATION OF PET STAFF LIABILITY (Continued)**

5.2 Client agrees that neither Pet Staff nor any domestic worker it provides is liable or responsible for damage to or destruction of any automatic litter box that breaks or malfunctions while a domestic worker is providing services at your home. Pet Staff finds these products notoriously unreliable and if Client desires, it can simply put away the product and substitute it with an ordinary litter box while away.

5.3 Client agrees that Pet Staff is not liable for any damage to their premises or property caused by their pet while they are away, due to the Pet's elimination on their premises, breakage or destruction of property. Pet behavior is unpredictable and a pet experiencing emotional reaction to an owner's absence is a common experience for which Pet Staff cannot assume any liability.

### **6. CLIENT INDEMNIFICATION OF THE PET STAFF**

6.1 Client agrees to indemnify and defend Pet Staff liability, including paying its attorney's fees, arising from any injury or damage to Pet Staff's employees, service providers, domestic workers or third parties or real or personal property of each of them that their pets cause by aggressive behavior or other action. Client agrees to disclose to Pet Staff any known pet aggression behavior.

### **7. TERMINATION**

Pet Staff reserves the right to terminate this Master Agreement and/or any service order at any time before or during its term if Pet Staff, in its sole discretion, determines that Client's pet(s) poses a danger to the health or safety of Pet Staff or third parties. If Pet Staff terminates because of such danger while caring for pet, Pet Staff is authorized to place pet(s) in a kennel, with all charges there from to be charged to Client. Client agrees to pay Pet Staff for any and all costs and expenses incurred to secure and maintain such placement of pet(s).

### **8. REFERRAL FEE**

8.1 Client agrees to pay a Placement & Referral Fee if Client directly employs or contracts with any Pet Staff domestic worker, independent contractor, former domestic worker, former independent contractor, employee or former employee of Pet Staff for a period of Three Hundred and Sixty Five (365) days following the date which Client last used said worker, contractor or employee for services rendered by Pet Staff. In such instances, Client agrees to pay a fee to Pet Staff in the amount of the greater of Five Thousand Dollars (\$5,000.00) OR the amount equivalent to one hundred percent (100%) of all revenues earned in the previous Three Hundred and Sixty Five (365) days from the date of said occurrence as a Placement and Referral Fee.

### **9. MISCELLANEOUS PROVISIONS**

9.1 This Contract contains the entire Contract and understanding between the parties hereto and supersedes any prior or contemporaneous written or oral agreements, representations and warranties between them respecting the subject matter hereof.

9.2 This Contract may be amended only in writing and signed by both Parties.

9.3 If any term, provision, covenant or condition of this Contract, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Contract and such terms, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

9.4 The headings and captions of this Contract are provided for convenience only and are intended to have no effect in construing or interpreting this Contract. The language in all parts of this Contract shall be in all cases construed according to its fair meaning and not strictly for or against either party.

9.5 The rights and remedies provided by this Contract are cumulative, and the exercise of any right or remedy by either party hereto (or by its successor), whether pursuant to this Contract, to any other agreement, or to law, shall not preclude or waive its right to exercise any or all other rights and remedies.

9.6 No failure or neglect of either party hereto in any instance to exercise any right, power or privilege or of the same right, power or privilege in any other instance, shall not preclude or waive its right to exercise any or all other rights and remedies.

9.7 All waivers by either party hereto must be contained in a written instrument signed by the party to be charged and, in the case of Pet Staff by an officer of Pet Staff or other person duly authorized by Pet Staff.

9.8 In the event that Pet Staff incurs attorneys fees or other costs enforcing any provision in this contract, the Client shall be liable for and agrees to pay these costs and expenses to the Pet Staff in addition to other amounts deemed owed.