

## **Tender Touch Pet Care Service Agreement**

**THIS AGREEMENT** made the on \_\_\_\_\_

**BETWEEN :**

\_\_\_\_\_ residing at

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**(herein referred to as “THE CLIENT”)**

Full name : \_\_\_\_\_

Full address : \_\_\_\_\_

Email address : \_\_\_\_\_

Contact phone number : \_\_\_\_\_

**- and -**

Tender Touch Pet Care

located in the city of Grand Prairie, TX

in the Province/State of Texas

**(herein referred to as “TTPC” or [Rita Katanjian])**

This Agreement is between **Rita Katanjian** (TTPC) and (THE CLIENT) for the provision of the **“Pet Care Services”**. Subject to the terms and conditions of this Agreement, TTPC AND THE CLIENT have agreed upon the following :

**WHEREAS :**

It is understood that TTPC is providing pet care and sitting services for THE CLIENT located at the clients address (listed above) between the dates of

\_\_\_\_\_ and \_\_\_\_\_.

## **1. Acceptance of These Terms and Conditions.**

By signing this Contract, THE CLIENT acknowledges that he/she has read it in its entirety and is signing it of free will, wishing to book pet care services. THE CLIENT understands all Terms and Conditions and accepts responsibility for signing said Contract. The Client acknowledges that he/she will be contractually obligated to all said Terms and Conditions. Failure to do so will result in the forfeiture of payment and denial of services.

**THEREFORE** the Client has agreed to the following **TERMS AND CONDITIONS** :

This agreement constitutes a contract for Tender Touch Pet Care services. The client hereby agrees to all terms contained in this agreement. Client is responsible for reading all literature presented to them in person, online, or in writing including the price sheet. Failure to comply with any policies will result in forfeiture of service fee as well as any prepayments made for services. Service rates are not negotiable.

These Terms and Conditions shall be governed by the laws of the state of Texas, excluding its conflicts of law provision. In case of a dispute, parties will agree to submit to mediation, in good faith, prior to initiating any litigation. Mediator(s) chosen must follow the American Arbitration Association's rules and mediation procedures.

## **2. Changes to These Terms and Conditions.**

TTPC may, in its sole discretion, amend the Terms and Conditions, and modify or update the Services from time to time. If we change these Terms and Conditions, we will give you notice by posting the revised Terms and Conditions on the TTPC website and via email notification. Please review the TTPC website periodically to ensure you are up-to-date with any changes. Those changes will go into effect on the revision date shown in the revised Terms and Conditions. Your continued use of the Services will constitute your acceptance of the amended Terms and Conditions.

## **3. Liability: Pet and Home Care.**

It is understood and agreed that none of TTPC or its employees or independent contractors shall be held responsible for any damage to Client's property, or that of others caused by Client's pet(s) during the period in which they are in its care unless due to gross negligence. TTPC will not be responsible for any damages to house or pets if the client chooses for TTPC to share pet sitting and home care duties with a 3rd party (friend, relative, neighbor, etc.).

Client expressly warrants that his/her pet(s) have no bite or vicious history. Further, Client agrees to pay for any medical care expenses or damages to persons or property

caused by his/her pet(s), and agrees to indemnify, hold harmless, and defend TTPC and its employees and independent contractors from any claims seeking to impose liability on TTPC, its employees and independent contractors arising from the actions of the owner or the owner's pet(s), whether bite or vicious history exists or not.

#### **4. Reservations: Scheduling Service**

All requests for future service must be made via the methods below. TTPC will not accept service requests that have not been made via one of these methods.

*Reservations can be made:*

- Via email: *tendertouchpc@gmail.com*
- Via telephone: *by texting or calling 972-632-0089*

#### **Fees**

Fees are subject to change, with or without notice, for future service as deemed by TTPC. Any additional fees or discounts may be applied when applicable.

Due to liability, we will not be able to provide service if there will be anyone under the age of 18 on the client property without adult supervision. If a sitter arrives and there is an unsupervised minor on property, the sitter will leave and there will be no credit for the attempted visit.

#### **5. Reservations: Cancellations.**

A 24-hour notice for all NON-HOLIDAY cancellations is required. There is no refund for service that is canceled the same day. However, the remainder of the visits beyond that will be held as a credit.

During the holiday period, ALL cancellations should be made at least one week prior to scheduled service to avoid any charges or fees. During the holiday period, last-minute cancellations (less than 1 week) will be subject to a 50% cancellation fee of the **entire service total**. No refunds will be given for service during the holiday period after the job has been started.

#### **6. Payment.**

Payment is due at the time of booking, and can be made through Venmo @ttpc\_dallas. Bookings will only be scheduled upon confirmation of payment. At this time, we cannot accept checks for payment.

Past due balances shall bear interest at the rate of one and one-half percent (1-1/2%) per month. Client agrees to reimburse TTPC for any and all expenses, including, without limitation, legal expenses and collection agency fees, incurred by TTPC in collecting past-due amounts owed by Client.

#### **7. Client, Pet, Home and Emergency Contact Info.**

It is the client's responsibility to update all of their own contact, pet, pet care, home care, payment and emergency contact information, as it changes.

#### **9. House Keys, Fobs, Key Cards & Property Access Devices.**

These Terms authorize TTPC to enter Client's home to provide all services.

For ease of service, keys and door codes must be given in person before the time of service to ensure the safety of the animals being cared for.

Client agrees that TTPC will retain keys and any necessary access devices, properly secured, to Client's property until the end of service. Keys will not be kept on file, and arrangements will be made to return keys to Client at the end of service. Should any Client access device malfunction, Client authorizes TTPC to retain services of a locksmith to gain entry. If malfunction is no fault of TTPC, Client agrees to reimburse TTPC for all costs incurred. For homes with electronic-only home entry methods or for homes with 24-hour concierge services to provide key(s) for entry, details on home access must be provided in advance.

#### **10. Times of Visits, Parking & Pet Supplies.**

While we cannot commit to exact visit times, we can usually accommodate a pet's daily routine. It is the client's responsibility to provide reasonable parking options/access in order for our staff to provide services.

We ask that you maintain adequate supplies on hand to last the entire length of the service. If you run out of something, we will replace it. We will only replenish items that are necessary for a clean environment, adequate feeding, and water.

#### **11. Providing Service: Pet and Home Care.**

TTPC agrees to provide services to Client in a reliable, trustworthy, and caring manner. Service will be performed as discussed during the initial consultation.

*Walking Pets.* We walk most dogs that enjoy walking. Unfortunately, some dogs don't walk well on a leash. If we find that a dog fights the leash, pulls constantly, chases after other animals, or shows aggressive behavior towards others, we may not be able to walk safely. If TTPC becomes aware of a potentially unsafe walking situation, we will reach out to you to discuss potential solutions. Also, we realize that some dogs are great off leash. However, while they are in our care and not in a secure area (your home or back yard), pets will remain on a leash at all times in order to comply with City Ordinance and to ensure everyone's safety. Most city ordinances require that all animal waste be picked up in public/common areas. Please provide your sitter with bags and let them know where they should be disposed of. For safety reasons, we do not allow our staff to walk pets using a retractable leash. Please provide a standard 4-or-6-foot leash as an alternative.

*State of Emergency.* In the event of severe weather, or state of emergency, Client authorizes TTPC to use its best judgment in caring for the pet(s) and home. TTPC and its employees and independent contractors shall be held harmless from consequences related to such decisions.

*Plant Watering.* We are happy to water your plants if needed with no additional charge, however the Client agrees to release TTPC and its employees liable for any damages incurred to plants by Clients pets, or die during our care.

*Sick Pets.* If you have an aged or infirmed pet that requires medication, please discuss your pet's special needs with us in advance. If we feel that your pet is showing additional signs of illness, are rapidly declining in health, or are exhibiting behaviors that may indicate a life threatening condition, we will take them to the nearest emergency vet clinic. We will make every attempt to contact you in advance prior to doing so, but we never take chances with sick or injured pets. If the Client's pet(s) become ill while under the care of TTPC, Client authorizes TTPC to transport their pet(s) to Client's veterinarian (or one who is available), if this is needed in TTPC's best judgment. Client agrees to be solely responsible for the payment of all vet bills, and agrees to reimburse TTPC for any veterinary charges incurred. Client releases TTPC and its employees or independent contractors from all liabilities related to transportation, treatment, and/or expenses arising from veterinarian care.

The Client understands that TTPC **does not offer travel services unless required for an urgent care or emergency visit** (as deemed medically necessary by TTPC). Should a pet require travel services for urgent or emergency vet visits, a travel fee will not be incurred.

## **12. Dangerous or Inclement Weather**

For the safety of the pets in our care and our staff, we may limit the amount of time spent outdoors. TTPC reserves the right to modify, reschedule or cancel visits due to inclement weather conditions such as, but not limited to:

- Temperatures exceeding 98 degrees
- Temperatures at freezing or below
- Heavy rainfall
- Icy conditions
- Potential natural disasters

We do not provide credits for same-day cancellation requests by clients due to inclement weather unless there is an inherent safety issue to provide service. The Client agrees to monitor weather changes, and cancellations must be made 24-hours in advance from time of service to avoid cancellation fees.

## **14. Camera Policy.**

We welcome the client's use of cameras in their home for security purposes. However, TTPC must be notified if there are cameras located in bathrooms or in bedrooms where a TTPC staff member is spending the night for Overnight services, and told how to disable them.

## **16. Images of Your Pet(s) and Release Authorization.**

From time to time we take pictures of client pets to use in our social media. In these cases, we will not use photos that would identify you or the location of your home. Please read the following statement and initial next to your preference.

I \_\_\_\_\_ Do / \_\_\_\_\_ Do NOT authorize use of my pet's first name or photograph on TTPC website, social media, or within promotional material. I understand that under no circumstances will my name or my personal information be shared through these media sources. Additionally, I waive any right to royalties or other compensation arising or related to the use of my pets image.

## **17. Vaccinations**

As we travel between many pet families, vaccines are required to help deter the spread of preventable diseases. TTPC will maintain clean hygiene and good hand washing techniques to prevent the spread of disease. Fecal testing, FIV/FelV/heartworm testing (for cats), and heartworm/tick-borne disease testing (for dogs) are not required for pets

staying in the Client's home. Proof of current, yearly vaccinations must be sent at the time of booking. Services will not be booked until Client has provided TTPC with proof of current vaccines.

*Canine Vaccines Required* - DHPP, Bordetella, and Rabies (Leptospirosis and Influenza (H1N1/H3N8) vaccines are optional, but highly recommended)

*Feline Vaccines Required* - FeLV, FVRCP, and Rabies

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**The remainder of this page is left intentionally blank.**

**Force Majeure:** TTPC shall not be liable for its failure to fulfill its obligation under this Agreement, if such failure is due, but not limited to; an act of God, extreme weather conditions, inevitable accident, fire, lockout, strike or other labor dispute, riot or civil commotion, act of public enemy, rule of any government or governmental instrumentality (whether federal, state, local or foreign), failure of technical facilities, pandemic, failure or delay of transportation facilities, or any other cause of a similar or different nature not reasonably within reasonable control.

I, the undersigned client, hereby warrant that I am competent to contract in my own name. I confirm that I have read the herein agreement prior to its execution and I am fully familiar with the contents thereof. This agreement shall be binding upon me and my heirs, legal representatives and assigns.

The above statements have been explained to me and my questions have been answered. I hereby give my consent to TTPC and its employees to care for my pets for the duration of the agreed service as verbally discussed, and as written in this service agreement. I have reviewed and understand the information contained on this form.

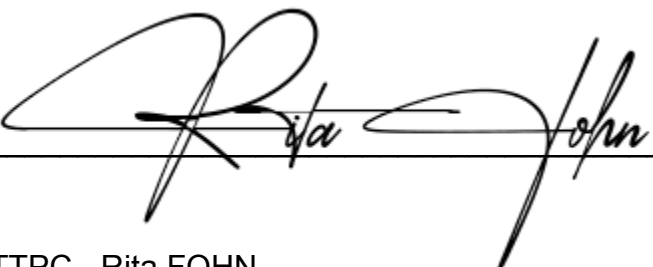
I, the undersigned Client, have read and fully understand and agree to the terms and conditions, the rights and responsibilities, and releases therein.

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Client Printed Name

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Client Signature



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TTPC - Rita FOHN

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Date

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Date