

## Pet Care by Cynthia

petcarebycynthia@gmail.com

www.petcarebycynthia.com

(512) 704-3136

## **TERMS & CONDITIONS**

The parties herein agree as follows:

- 1. This contract will take effect upon signature by both Client and Pet Care by Cynthia and will remain in effect until terminated by either party as provided below in Item 8. Client may make telephone, email or Pet Care by Cynthia scheduling app reservations for additional service at any time during the term of this contract, subject to Pet Care by Cynthia availability. All scheduled services will be governed by all the terms of this contract. In the event service(s) is not needed as scheduled, Client must notify Pet Care by Cynthia within 24 hours to avoid being charged for unnecessary service(s).
- 2. Pet Care by Cynthia is authorized to perform care and services as outlined on this contract. Both Pet Care by Cynthia and Client recognize that the welfare of the animal is the highest priority. If in Pet Care by Cynthia's judgment additional services become necessary during the service period to properly care for the animal, Pet Care by Cynthia will first make reasonable attempts to contact Client. If Client cannot be contacted for whatever reason, Pet Care by Cynthia is authorized to undertake such additional steps as may in the reasonable judgment of the Pet Care by Cynthia be necessary or appropriate for the health and welfare of the animal, including but not limited to (a) additional services by Pet Care by Cynthia to provide care for the animal; (b) consultation with Client's Veterinarian listed above, or with an emergency veterinary care provider should Client's Veterinarian be unavailable; (c) authorizing care and treatment as recommended by Client's Veterinarian or an emergency veterinary care provider (excluding euthanasia) up to a maximum cost of \$500.00; and (d) such other steps as may in the reasonable judgment of Pet Care by Cynthia be necessary or appropriate for the health and welfare of the animal. Client agrees to be responsible for all fees and expenses incurred for care and treatment of the animal pursuant to this paragraph, and releases and holds Pet Care by Cynthia harmless from all liabilities related to transportation, treatment and expense. Client agrees to reimburse Pet Care by Cynthia/Company within seven business days of the occurrence for any expense incurred, plus any additional fees for attending to animal's needs or any expenses incurred for any other home/food/supplies needed.
- 3. In the event of inclement weather or natural disaster, Pet Care by Cynthia is entrusted to use best judgment in caring for pet(s) and home. Pet Care by Cynthia/Company will be held harmless for consequences related to such decisions.
- 4. Pet Care Provider agrees to provide the services stated in this contract 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 PET CARE BY CYNTHIA/COMPANY ARISING OUT OF OR RELATING TO THE PROVISION OF SERVICES HEREUNDER, EXCEPT THOSE ARISING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT ON THE PART OF PET CARE PROVIDER/COMPANY. SHOULD PET CARE PROVIDER OR ANY AUTHORIZED PERSON ACCOMPANYING PET CARE PROVIDER SUSTAIN ANY INJURY, DISEASE OR OTHER HARM IN THE COURSE OF PROVIDING SERVICES HEREUNDER, CLIENT WILL INDEMNIFY PET CARE PROVIDER/COMPANY AND HOLD IT HARMLESS WITH RESPECT TO ALL LOSS, EXPENSE AND DAMAGE CAUSED THEREBY, EXCEPT THOSE ARISING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT ON THE PART OF PET CARE PROVIDER/COMPANY.









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## **TERMS & CONDITIONS (continued)**

- 5. Client acknowledges that payment is due prior to scheduled service period without further invoice or notice. A handling fee of \$35.00 will be charged on all returned checks. An advance deposit may be required whenever warranted in the sole judgment of Pet Care by Cynthia.
- 6. In the event of personal emergency or illness of Pet Care Provider, Client authorizes Pet Care by Cynthia to arrange for another qualified person to fulfill responsibilities as set forth on this contract. In such case, Pet Care by Cynthia will remain fully responsible for the proper discharge of all services under this Agreement. Every attempt will be made to notify client regarding such situation.
- 7. Pet Care by Cynthia and Client each may terminate this contract at any time by written notice to the other. Pet Care by Cynthia will be entitled to payment for all services rendered until notice of termination is received, and for any transition services reasonably required to provide for the health and welfare of Client's pet(s). Pet Care by Cynthia will not terminate during a period of scheduled service unless Pet Care by Cynthia determines, in his/her sole discretion that a danger exists to the health or safety of Pet Care Provider. If Pet Care Provider cannot perform daily service, every attempt will be made to notify Client regarding such situation.
- 8. Client acknowledges that by signing below, he/she is providing written approval for the provision of services by Pet Care by Cynthia during any service period scheduled by Client and accepted by Pet Care by Cynthia. Upon such scheduling and acceptance, Pet Care by Cynthia/Company will be authorized to enter Client premises and perform services without additional signed contracts or written authorization and to accept telephone reservations for future services.

**Please note:** Due to a dog's excitement to see us, "door darting" may be attempted by a dog. We take every precaution to prevent this from occurring, but do require that all dogs under our care wear an I.D. tag (or collar) stating their name and your phone number.

I have reviewed this Service Contract in its terms and conditions as set out above.	s entirety. The infor	rmation provided by me is complete and accu	rate and I agree to all its
Client Signature	 Date	Pet Care by Cynthia Signature	 Date





