

Office Use Only: [	]PEX	[	]QBO	[	]SCAN	[	]Vaccines Verified	
[ ]Spay/Neuter Ver	ified	[	]Keys/	Acc	ess			

# PET SITTING CLIENT INFORMATION SHEET

	Transport	Pet Sitting	Pet Sitting		
Rate Per	Daycare Transport?	Depart Date:	Today's Date:		
Visit \$	P/U D/O				
Rate Per	Gate/Entry Access	Return Date:	# of Requested Visits		
Overnight Visit \$	Code		Per Day		
Transport Rate	Pref P/U Time:	First Visit Starts on:	Received Key,		
Each Way \$			Alarm Code?		
Preferred Prepayment By	Pref D/O Time:	Last Visit Ends on:	Parking Space #		
Cash Credit Card PayPal			Mailbox #		

THE ABOVE FIELDS ARE FOR OFFICE USE ONLY. TO BE COMPLETED BY PET SITTING TO THE MAX STAFF

For in-home pet sitting, a holiday service fee of \$15.00 will be added to your invoice for each visit (only one holiday service fee applies per day for overnight assignments) on the following holidays: New Year's Eve, New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day.

If key(s), or any other required pet goods, must be picked up or dropped off at a client specified location, a \$20 non-refundable, per- trip fee will be added to the invoice. Clients can drop off keys for pet sitting services at our daycare location.

A flat \$30 fee is charged for each Pet Sitter in-person meet and greet, to cover the pet sitter's time and travel.

Please send this completed contract to: info@petsittingtothemax.com or fax 650-215-2282.

# PET INFORMATION SHEET

(Note: additional sheet is available to be added on if the number of pets exceeds the information spaces below).

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General	Intorn	natian
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Pet Name		
Species & Breed		
Date of Birth or Approximate Age		
Weight (please specify lbs or kg)		
Coat Color & Length		
Sex & Alter/Intact Status	[ ]Male [ ]Female [ ]Spayed/Neutered	[]Male[]Female[]Spayed/Neutered
Food Brand/Type		
Amount per feeding		
What time to feed?		
History of Seizures or Illness(es)?		
Requires Medication(s)?		
Does this pet have allergies?		
Microchip # if Microchipped		
ID Tags or Identifying Tattoo?		
Does pet have a history of		
scratching/snapping/biting?		
Approach w/discretion/caution?		
Where does this pet sleep?		
Is this pet vaccinated?		

Minimum vaccines required for Cats: Current Rabies; Dogs: Current Rabies, Distemper, Parvo, (and Bordetella for Daycare)

Pet Name		
Species & Breed		
Date of Birth or Approximate Age		
Weight (please specify lbs or kg)		
Coat Color & Length		
Sex & Alter/Intact Status	[ ]Male [ ]Female [ ]Spayed/Neutered	[]Male[]Female[]Spayed/Neutered
Food Brand/Type		
Amount per feeding		
What time to feed?		
History of Seizures or Illness(es)?		
Requires Medication(s)?		
Does this pet have allergies?		
Microchip # if Microchipped		
ID Tags or Identifying Tattoo?		
Does pet have a history of		
scratching/snapping/biting?		
Approach w/discretion/caution?		
Where does this pet sleep?		-
Is this pet vaccinated?		

Office Use Only	Vaccinations verified by:	Date:	
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# PET MEDICAL INFORMATION

If your pet does not have a current veterinarian, please provide the name and contact information of the last veterinarian who provided medical care and administered your pet's vaccines.

Name of Veterinary Clinic		_Phone ()
Name of Veterinarian		<u></u>
Address	Unit/Sui	te#
City	StateZip	
Additional Medical Information (inc	cluding history of illness, medical cor	nditions, surgeries etc.):
Please attach additional sheets if allotte	d space above does not suffice.	
	Medication Information If Applic	
Medication Name & Strength	Dosage Information	Storage Information

# **General Information Needed For In-home Visits:**

Water: Tap Filtered Only	Spec Instruction	s:		Wa	ater Bow	l Loca	tion(s):	
Food:	Amount		Storage Location			cation:		
Treats:	Amount			Sto	rage Lo	cation:		
Toys:	Description			Sto	rage Lo	cation:		
Leash:	Description			Sto	orage Lo	cation:		
Any additional information:								
								<del></del>
	Home (	Care Serv	rices					
Scoop and Change Litter Box?	1.1							
Storage location of additional litter if	needed							
Bring in Mail?								
Bring in Newspapers?								
Alter TV/Padio?								
Alter TV/Radio? Water Indoor Plants?								
If yes, please list # and location.  Water Outdoor Plants?								
If yes, please list # and location.								
Take out trash? If Yes, please indicate	trash pick-up day.	MON	TUE	WED	THU	FRI	SAT	SUN

# PET SITTING TO THE MAX CLIENT PET CARE AGREEMENT

#### I. PET SITTING TO THE MAX RESPONSIBILITIES:

- A. Pet Sitting to the MAX, its' Employees and independent Contractors agree to provide all the services stipulated on the Client Information Sheet of this contract at industry standards. Possible services include, but are not limited to, on-site Dog Daycare ("Daycare"), in-home Pet Care ("Home Visit",) dog walking, administering of medication, and animal transportation. Additional non-pet services may be included as stipulated on the Services Information Sheet.
- B. Pet Sitting to the MAX provides services through Pet Sitting to the MAX Pet Care Providers including Employees ("Employees") and qualified independent Contractors ("Contractor".)
- C. Employees or Contractors, acting within reasonable business standards, shall be prompt, professionally attired, and attentive to the services agreed to.

#### II. CLIENT RESPONSIBILITIES

- A. Client authorizes Pet Sitting to the MAX, Employee or Contractor to render care and services as stipulated on the Services Information Sheet and as needed to satisfy this contract. Client agrees failure to satisfy any requirements of this section can result in
  - 1. Cancelation of current or future services and
  - 2. Billing for services as already provided or canceled without proper notice.
- B. Client agrees that Pet Sitting to the MAX Employees and Contractors have a legal right to enter the home address provided by the Client on the Client Information Sheet, with or without the Client present.
  - 1. Client affirms they have attained consent by any individuals whose permission is required to secure this right of entry including, but not limited to landlords, co-tenants, or building managers.
  - 2. If at the time of the Home Visit any individual rightfully objects to entry, the Employee or Contractor will leave and no Home Visits, or Pet Transportation will be conducted until permission for right of entry is corrected.
- C. Client Agrees to give 48-hour notice of client's plans to be away from home.
  - 1. Notice may be in the form of a confirmed e-mail, phone call or fax.
  - 2. Ongoing contact information with the client and any special needs for the client's pet should be confirmed at this time, including but not limited to: changes in feeding, medications or travel dates.

- D. Client agrees to provide Pet Sitting to the MAX or Contractor with a key that correctly fits entry lock or other verified keyless access method.
  - 1. If an emergency requires Pet Sitting to the MAX, at its sole discretion, to a contact a locksmith to gain entry to the client's address;
    - a) Client waives all liability for property damage caused during this emergency and
    - b) Client agrees to reimburse Pet Sitting to the MAX for any expenses, including but not limited to a locksmith, to gain access to the Client's address.
- E. Client agrees that the address specified for a Home Visit on Services Information Sheet is safe for Employee, Contractor or other Agent of Pet Sitting to the MAX to enter. Address must be free of physical dangers including but not limited to, safety hazards in the dwelling, additional dangerous animals, or individuals in residence not disclosed to Pet Sitting to the MAX.
  - 1. Client agrees that if at any time an Employee or Contractor feels threatened during a home visit they may leave immediately after taking reasonable efforts to secure client's pet.
  - 2. Client agrees that if at any time an Employee or Contractor finds it necessary to protect their own safety in response to immediate danger Employee or Contractor has a right to leave premises without attending to the Client's pet, and neither Pet Sitting to the MAX or Contractor will be liable for any harm to pet under such circumstances.
- F. In the event Pet Sitting to the MAX Employee or Contractor, using reasonable business judgment, determines emergency veterinary care is needed;
  - 1. Client releases Pet Sitting to the MAX, Employee or Contractor from any liabilities related to such treatment.
  - 2. Client authorizes Pet Sitting to the MAX, Employee or Contractor to engage the services of a veterinarian of Pet Sitting to the MAX's choice, or, if available at the time of the emergency, the named veterinarian listed on Pet Medical Information Sheet.
  - 3. Client agrees they have been informed that Employees and Contractors are not veterinary physicians and Pet Sitting to the MAX and Contractor have no liability for injury to an animal not resulting from gross negligence on the part of Pet Sitting to the MAX and Contractor.
  - 4. Client agrees to reimburse Pet Sitting to the MAX for all reasonable veterinary, medical, or incidental expenses including travel time, additional Employee assistance, and cost of medical supplies incurred under this section. Any such expenses will be itemized on Client's bill.
- G. Client agrees they will be billed for required and incidental expenses incurred by Pet Sitting to the MAX including but not limited to, additional pet food, home supplies or replacement of Pet Sitting to the MAX property damaged outside the course of regular wear and tear from use.

- H. Client Agrees that any pet care goods, including but not limited to, leashes, leads, collars, bedding, toys are provided by the Client are provided at the Client's own risk.
  - 1. Client releases Pet Sitting to the MAX or the Contractor from any liability for damage to provided pet care goods.
  - 2. Client releases Pet Sitting to the MAX or the Contractor from any liability for harm to Client's animal resulting from a Client provided leash, lead, or collar that does not conform to proper Pet Sitting to the MAX safety standards including a quick release feature on collars.
  - 3. Client assumes all liability from harm to other animals or Pet Sitting to the MAX Employee or Contractor as a result for Client provided pet care goods.
- I. Client understands that in inclement conditions, including but not limited, weather, flooding, earthquakes, other "Acts of God," traffic accidents, fire, or action of third party civic authority, Pet Sitting to the MAX, Employee or Contractor shall use reasonable business judgment in providing services under this contract.
  - 1. In the specific circumstance that unreasonably affects driving to or entering the address for Home Visits provided on the Client Information Sheet, then Pet Sitting to the MAX shall be relieved of any liability or responsibility to provide services under this contract.
- J. In the event a Client's animal proves to be dangerous;
  - 1. Client agrees that if in the reasonable business judgment of Pet Sitting to the MAX, Employee or a Contractor, a pet being boarded or in day care becomes a threat to
    - a) Pet Sitting to the MAX agent, Employee or Contractor,
    - b) Another animal, or
    - c) Other individual to whom Pet Sitting to the MAX is responsible for the safety of as a matter of law,
  - 2. Then after a reasonable attempt to contact Client to retrieve animal, that animal may be moved to a secure kennel at Client's expense.
- K. Spay and Neutering of Client's Pet
  - 1. Client confirms their pet or pets named on Pet Information Sheet are properly spayed or neutered.
  - 2. In the event a Client's pet is discovered to not be spayed or neutered Pet Sitting to the MAX may, at its discretion, treat animal as a danger as provided under section II(j) above.

#### III. WAIVER AND INDEMNIFICATION.

- A. In regard of these services and as an express condition of this contract the client expressly waives any and all claims against Pet Sitting to the MAX, its' Employees or independent Contractors except those occurring from gross or deliberate negligence.
- B. In the event Client's animal, including both pets listed on Pet Service Contract and other animals in residence at client's home, bites or attacks Pet Sitting to the MAX Employee or Contractor, Client is liable for the expense of any medical attention deemed necessary by emergency medical personnel or an appropriate medical care provider chosen by the injured party.
- C. Client expressly waives any and all claims against Pet Sitting to the MAX, its' Employees or Contractors resulting from the Client not having spayed or neutered their pet. Client is liable for the expense, damage, medical attention or any other consequence to a third party resulting from their pet not being spayed or neutered.

#### IV. PAYMENT

- A. Client agrees to make a deposit of 50% of the total estimate invoice for services requested to reserve service dates and pet sitter. Dates of service are not reserved until deposit has been paid.
- B. Client agrees to make full payment of balance (after deposit to reserve services on account) prior to the commencement of requested services.
- C. Client agrees to make full payment on account balance of any additional charges incurred during the service period within ten (10) days of receipt of bill for services.
- D. Clients with a history of late payment may be required to pay an additional \$500.00 deposit in addition to pre-paying for service, in advance before services are rendered.
- E. After 10 days, interest will be charged on the principal balance. Interest will be calculated by multiplying the unpaid balance by the periodic rate of .833% per month (TEN PERCENT [10%] ANNUAL PERCENTAGE RATE). The unpaid balance will bear non-compound interest until paid
- F. After 60 days, unpaid accounts will automatically be turned over to a collection agency.
- G. If any payments are returned, Client agrees to pay a \$25.00 returned payment fee in addition to any bank fees and other resulting fees for returned payment.
- H. Failure to promptly notify Pet Sitting to the MAX at least 48 hours prior to service, of a desire to cancel service or otherwise change service may result in billing for services in full as agreed to.
- I. Failure to notify Pet Sitting to the MAX or Contractor of early arrival home will result in a service charge for any unnecessary trips to client's home. Additional unnecessary trips incurred by Pet Sitting to the MAX, or any Contractor due to failure to notify may also result in a service charge.

# V. ENTIRE AGREEMENT.

A. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

# VI. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.

A. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and the entire Agreement will be severable and remain in effect.

# VII. MODIFICATION BY SUBSEQUENT AGREEMENT.

This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

# VIII. ARBITRATION.

Any controversy or claim, not otherwise settled informally by communication between Pet Sitting to the MAX and Client, arising out of or relating to this contract resulting in breach thereof must be settled by binding arbitration administered by an impartial licensed arbitrator as selected by Pet Sitting to the MAX. This agreement forgoes the right of Client to litigation in the resolution of any disputes. The place of arbitration will be Santa Clara County, California, and California law will apply. Arbitrator(s) will enter judgment awarded or rendered in any court of proper jurisdiction.

# IX. EFFECTIVE DATE.

This Agreement will govern all services performed by Pet Sitting to the MAX on behalf of Client commencing with the date Pet Sitting to the MAX first performed services. Even if this Agreement does not take effect, Client will be obligated to pay Pet Sitting to the MAX the reasonable value of any services Pet Sitting to the MAX may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE PET SITTING TO THE MAX FIRST PROVIDED SERVICES. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE, JOINTLY AND SEVERALLY, FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. THE CLIENT IN ENTITLED TO RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

X	_
X	Date
Print Name	
X	Date
Print Name	<u> </u>
X	Date
Print Name	
X	Date
Print Name	<u> </u>

Please send this completed contract to: info@petsittingtothemax.com or fax 650-215-2282.