**Policies and Procedures**

Pet Sitting Company, LLC is referred to as “**XXXX, We, Our, or Us**” and clients are referred to as “**Clients, You, or Owner**”. Clients authorize XXXX to perform pet care services as outlined in the “**PocketSuite**” portal (known as “PS”), along with the Veterinary Release form, Credit Card Authorization form, and Social Media form, which are part of this contract. XXXX reserves the right to change these terms without prior notice. Clients are responsible for regularly reviewing this contract.

1. **MEET AND GREET (M&G):** M&Gs are required and must be completed at least 48 hours before the first service. Once XXXX reviews the completed M&G Form, a complimentary M&G will be scheduled. The M&G is not a contract between XXXX and the client, and does not guarantee services. During the M&G, XXXX will meet the pet(s), review medical care, discuss PS software, and answer questions. If the service is in the client’s home, the client ***MUST*** provide a copy of the house key and any alarm codes, if applicable. If the client cancels the initial M&G with less than 24 hours notice, there will be a **$20 fee** to reschedule. If clients have guest pet(s) inside the home that are not previously listed in PS, XXXX will suspend services if they are present and cancelation fees will apply. This includes, but not limited to, pet(s) owned by family, friends, neighbors, roommates, or others.
2. **MEDICATIONS:** The client is responsible to provide XXXX with detailed instructions in PS on how to give medications to the pet(s), refill instructions if applicable, along with an in-person demonstration during the M&G. XXXX will attempt to administer medications as prescribed. However, if the pet(s) refuse to cooperate or becomes violent, XXXX will not be held liable for the consequences resulting from missed medications, or incorrect instructions that may arise when caring for your pet(s). We will not honor any instructions outside PS.
3. **HOUSE KEYS:** Clients give permission that XXXX sitter can enter the home, their property on which it sits, and other outbuildings that rest upon the land for pet-related services. Clients ***MUST*** provide at least one house key during the M&G. If XXXX is required to make a second key, the **fee is $20**. XXXX will keep the key in a secured lockbox system for future services. If you choose not to have us keep the keys, a **$10 handling fee** for each pickup and return. For safety and security, XXXX will ***NOT*** leave keys under doormats, hidden on the property or locked inside the home. Due to power outages, battery failures, or malfunctions, XXXX requires a key to allow access to your home. XXXX will ***NOT*** use garage codes as the primary source of access. Without key access, we will not be held liable or responsible for any incomplete services and the client will be charged for the full visit and any related fees.
4. **SECURITY SYSTEMS:** If the client is using a security system while XXXX is doing services, please notify the company ahead of time. In PS, clients will provide the codes or passwords for arming and disarming the device. We recommend setting up temporary codes or passwords for our use. XXXX is not responsible for any fines or other damages associated with the malfunction or unintended triggering of the security system when entering or leaving the premises. We will not allow alarm systems to be armed or disarmed from the client’s phones.
5. **COMMUNICATION:** For all communication purposes, clients must be able to be reached either via text message or email. By default, PS sends all communications to the primary mobile phone number. If you requested texts,the phone number will appear as **XXX-XXX-XXXX.** XXXX will not accept any complaints that are not received within 48-hours after services are completed. XXXX takes concerns seriously and will try to improve the situation.
6. **AVAILABLE HOURS:** Office hours are Monday-Friday from 9 A.M. to 5 P.M. The office is closed on weekends and federal holidays. Our office line is **(660) 398-8933** or email: info@petsittingcompany.com. During office hours, we will respond to calls and emails as soon as possible. Walks are scheduled between 9 A.M. and 4 P.M. Visits are scheduled between 7 A.M. and 10 P.M., 7 days per week, 365 days per year. XXXX will do our best to arrive on time, but do not guarantee specific time slots. We allow a two-hour time frame, unless pet(s) require medical care, in which a one-hour window will be applied. E.g., If scheduled for noon, we may come as early as 11 A.M. or as late as 1 P.M.
7. **PICK UPS:** Boarding rate is calculated on a rolling 24 hours of care. Pick-ups 6 hours or more after the initial 24-hour period will incur an additional half night charge ($17.50). For example, a dog dropped off at 8 A.M. for a one-night stay, would need to be picked up by 2 P.M. the next day to avoid the additional charge. Our pet taxi service is available for additional fees if you are unable to meet these times.
8. **MINIMUM VISIT REQUIREMENTS:** For vacation clients, XXXX requires that dogs are visited at least twice per day (every 12 hours). For the health and safety of your pet(s), we recommend at least three times per day for crated or older dogs. We visit cats at least once every 24-hours between scheduled dog visits, unless medical care is needed.XXXX is not liable for any damages that may occur due to the client requesting fewer appointments than we suggested.
9. **MAKING RESERVATIONS:** We offer services on a first come, first served basis. To submit service requests, including cancellations, clients must call, text, or email us. All overnight visits, for non-holidays, must be booked no less than **three (3) days** before and holidays must be booked at least **seven (7) days** in advance. If reservations are made outside of these times there will incur a **$20 last minute booking fee**. Please allow up to 24 hours, during office hours, for XXXX to accept or deny service requests. Under no circumstances will the client assume that their visits are covered without a final invoice or confirmation email. Schedule services:
* Go to ourawesomewebsite.com
	+ - * Click on the ‘Book Online’ Button
			* Select Service
1. **ONGOING SERVICES Daily and Reoccurring Clients:** Full payment is due at the time of booking. Until payment is received, your spot will not be reserved. Clients cannot schedule further services until the balance has been paid. Once paid, clients may resubmit their reservations and will incur a **$20 last-minute booking fee**. Reoccurring services, such as daily walks and daycare, can be scheduled in PS automatically. XXXX will create a fixed monthly schedule for the same days and times unless the client requests a change. Clients must verify accuracy of booking request and request any changes. If any changes are made less than two (2) days before the service starts, a **last-minute booking fee of $20** will be added on. E.g., PS will automatically schedule services on a fixed monthly basis for 30-minute walks everyday Monday–Friday between the two-hour window, ***including holidays***, if no alterations are requested.
2. **CONFIRMATION OF SERVICES:** Clients **MUST** receive a final invoice, text, or confirmation email from XXXX for the booking to be confirmed. If the client has not received a confirmation, the PS system does ***NOT*** have a verified reservation. Clients will verify for correct dates and times of any requested services.
3. **METHODS OF PAYMENT: All Services** must be paid **in full** at least **24 hours** before the first day of service, unless you booked ongoing services. If payments are not received by this time, the reservations will be cancelled. Clients cannot schedule further services until the balance has been paid. Once paid, clients may resubmit their reservations and may incur a **$20 last-minute booking fee**. Do not assume that XXXX has received your request until you have received a final invoice or confirmation email. **Credit Card and Debit Card** payments are accepted through PS. We never keep credit card information on our servers; all data is stored by PS using Stripe, a fully integrated payment provider. **No checks** will be accepted. Rates are subject to change and prices are listed on our website.
4. **CREDIT CARD AUTHORIZATION:** The client authorizes XXXX to charge the credit card on file in PS for any services and additional fees that may arise. Clients are responsible to keep payment information updated. If the card is declined or expired, a **$40 fee** will incur in addition to the full amount owed. If XXXX does not receive payment, the client understands that we will ***NOT*** provide services associated with these fees. Once paid, clients may re-submit their reservations and may incur a **$20 last-minute booking fee.** Do not assume that XXXX has received your request until you have received a final invoice or confirmation email.
5. **PET ABANDONMENT:** XXXX is not responsible for clients wanting to rehome their pet(s). We are not a rescue group. If the client abandons their pet(s) in our care, after 48 hours of no response or pickup, XXXX will report the client’s actions to the authorities, and will seize the pet(s) to animal control. The client will be liable for reimbursing XXXX for all expenses incurred including but not limited to, pet care, transportation, legal fees or court costs.
6. **I’M HOME:** For in-client’s home services, once you arrive home, please contact us through PS. If XXXX does not hear from you by the arrival date, visits may be extended to ensure the safety and welfare of the pets. If the client is back home when we arrive, you will be charged for the extra service.
7. **LATE RETURNS:** Extending your trip is considered a last-minute request. Unforeseen travel interruptions, flight delays, and emergencies may require access to the property again, but only for pet-related services. If there will be delays in returning home, clients must notify XXXX promptly via PS. We will make reasonable efforts to extend services, but no guarantees. XXXX will not be held liable or responsible for any incomplete services. Do not assume that XXXX has received your request until you have received a final invoice, text, or confirmation email. The client will reimburse of additional visits and fees to XXXX within three days of the last visit.
8. **CANCEL SERVICES:** Clients must notify XXXX as soon as possible of the need to cancel services via text, email, or phone call. Services that are cancelled after we arrive will be charged the full amount and a cancellation fee. ***NO EXCEPTIONS!***
9. **CANCELLATIONS FOR NON-HOLIDAYS:**
**Ongoing Services (Daycare, Drop-in Checks, Dog Walking):** Requires at least a 24 hour notice for any cancellation to receive credit. Less than 24 hours notice will be charged the full amount.

**All Other Services (Boarding, House Sitting):** Cancellations must be made no less than **seven (7) days** before the scheduled booking to receive a credit. Cancellations of less than seven days of notice will be charged 50% of the entire amount.

1. **HOLIDAYS:** We will add a **$10 non-refundable fee** per visit to all services during the holidays as shown below:

**MLK Jr. Day** – January (Third Monday)

**President’s Day** - February (Third Monday)

**St. Patrick’s Day** - March (17th)

**Easter Weekend** - April (Friday to Sunday)

**Memorial Day Weekend** - May (Friday to Monday)

**Independence Day** - July (3rd to 5th)

**Labor Day Weekend** - September (Friday to Monday)

**Columbus Day** - October (Second Monday)

**Thanksgiving** - November (Wednesday to Sunday)

**Christmas** - December (22nd to 26th)

**New Years** - December (31st to January 1st)

On the following dates, no services will be booked:

January 1-7

June 8-16

December 20-26

1. **VACCINATIONS:** Clients will submit updated vaccination records in PS. If the pet(s) are not vaccinated at the time of service, XXXX will refuse or halt services. XXXX will not be held liable for any pet(s) that are not properly vaccinated. All pet(s) in the care of XXXXmust be current on these vaccinations:
	1. **DOGS -** Rabies, Canine Influenza, and DHPP (Distemper, Hepatitis, ParaInfluenza, Parvo) Bordetella (if boarding).
	2. **CATS -** Rabies, FVRCP (Feline Viral Rhinotracheitis, Calicivirus, Panleukopenia) and Feline Leukemia.
2. **CONTAGIOUS ILLNESSES:** XXXX strives to provide our clients with clean and safe environments. The client must notify XXXX immediately of any signs of injury or illnesses before the scheduled visits. XXXX reserves the right to cancel if the pet(s) have an infection or disease, such as kennel cough, parvovirus, intestinal parasites, fleas or skin diseases. Any cancellations will be charged the applicable fees. If dog(s) are boarding and infects other pet(s) in XXXX care during or after services, the client will be held liable for any damages and fees to pet(s) or property, including but not limited to, medical costs, pet(s) hospitalization, or transportation.
3. **EMERGENCY CARE:** XXXX works hard to prevent accidents and injuries. However, these can occur regardless of how well the pet(s) are cared for. If pet(s) need emergency care or requires transportation for medication administration, the client authorizes XXXX to transport their pet(s) to the veterinarian listed in PS. Should the preferred veterinarian not be available, we will transport the pet(s) to the nearest emergency clinic. XXXX is not responsible for the actions and decisions of the veterinary staff that result in injury or death. Client acknowledges that a valid Debit or Credit Card is on file at the preferred Vet office and allows XXXX to charge that card for the care of their pet(s). Besides pet taxi fee ($10 one way), XXXX sitter's time spent at the vets will be **$20 an hour** and the client will reimburse XXXX for charges accrued within **7 days of return**.
4. **TRANSPORTATION:** The client authorizes transportation of their pet(s) to and from their home or other locations where XXXX has control of the pet(s). If XXXX takes pet(s) off the client’s property during services such as daily walks or grooming, the client agrees to indemnify XXXX for any injuries, damages or death that may result from the actions of the client’s pet(s), transportation, or loose or stray animal(s). The client agrees to be liable for any damage caused directly or indirectly by or to their pet(s), including but not limited to the property, other animals, or any motor vehicle used to transport the pet(s).
5. **COLLARS AND LEASHES:** Clients must ensure that the pet(s) collars and harnesses fit properly. XXXX is not responsible or liable for poorly fitted, worn or damaged collars and harnesses. Clients must provide a 6-foot leash or shorter. For safety, we will***NOT*** use retractable leashes, chain leads, or choke chains during services. If you do not have a non-retractable leash, we can provide one for an additional $10 charge. We will not walk dogs that are unruly or untrained, that continuously pulls or jerks on the leash. XXXX is not held liable for damages caused by pets pulling on the leash or other unruly behaviors. The client agrees to hold XXXX harmless for any malfunction of equipment or personal property owned by the client, such as leashes, collars, electric fences, or grooming supplies.
6. **OUTDOOR ANIMALS AND ENCLOSURES:** XXXX will not be held accountable, liable, or responsible for injury, illness, loss, or death of free-roaming pet(s) with unassisted access to the outdoors, such as doggy doors. No enclosure is completely secure and clients are responsible for pet-proofing the home and property. XXXX is not liable, or responsible for the client’s pet(s) that escapes, becomes lost, injured, or dies when left unattended or given access to an outside area or insufficient enclosure. This includes, but not limited to, invisible, wood, or metal enclosures. We may refuse yard play if we believe it poses a threat to the pet(s) or sitters. E.g., Unstable fences, unsanitary conditions, stagnant water, excess animal waste, unkempt lawn or hazardous items lying around the yard.
7. **PLANT CARE:** XXXX is not responsible for plants and lawns that are unhealthy, wilted, or dead. XXXX will follow instructions in PS but is not liable for the outcome results. Place all plants together on a water-resistant surface in plain sight.
8. **PERSONAL PROPERTY:** XXXX will not be held accountable, liable, or responsible for damages to the home that are beyond our control. This includes, but not limited to, water damages, fallen trees, electrical problems and acts of nature. If fencing or enclosures are damaged due to inclement weather or otherwise, XXXX will make a reasonable decision regarding yard access to the pet(s). In these situations, we will attempt to contact you before making a subjective decision on dealing with the damages. Clients are liable for any maintenance, repairs and related fees.
9. **INCLEMENT WEATHER:**
	1. **HEAT WARNING:** During heat warnings or temperatures exceed 90 degrees, XXXX may shorten the walks and the remaining time will be spent playing inside.
	2. **THUNDERSTORMS:** Clients may cancel dog walks via PS at least two hours before services to avoid a cancellation fee. You may also keep the visits, but we will shorten the walks and potty breaks and the rest of the time will be spent playing inside. Please provide towels that we may use to wipe off the pet(s). We will attempt to clean the pet(s), but no guarantees. XXXX is not responsible for any messes or damages that are caused due to dirty pet(s).
	3. **SNOW AND ICE:** In snow or icy conditions, dog walks and drop-ins may be canceled via PS at least two hours before services to avoid a cancellation fee. Clients must arrange for snow removal that could impede our safely accessing your driveway and sidewalks. XXXX shall have no liability for not removing snow or for the removal of any debris from the residences of the client. If XXXX is unable to access the pet(s) or property due to improper maintenance, XXXX is not responsible for missed visits or any damages that may occur. This is a cancelation and the applicable fees will be charged. ***NOTE:*** If pet(s) miss a medication dose or receives it at a later time because of impassable roads, XXXX will not be held accountable.
10. **EMERGENCY CONTACT:** Please have two emergency contacts in PS that we may contact if we get inclement weather, or natural disaster. Anyone designated to be an emergency contact must be reachable during times the client has services. They must also have a key and can enter the client’s home to care for the pet(s) and property. XXXX reserves the right to relinquish responsibility to the client’s designated persons until we consider it safe for services to be resumed. The client agrees to indemnify XXXX for any injury, damage, including attorney fees and court costs for any negligence, or intentional acts done by or to your emergency contact or other individuals. E.g., If a person slips and falls because of checking on your pet(s), XXXX is not responsible for their injury. Please keep emergency contact information current.
11. **JOB SHARING:** Due to insurance, XXXX will not share responsibility for pet care services with any other party, including but not limited to, family, friends, neighbors or other companies. If the client allows other individuals to access the property while XXXX services are being performed, XXXX assumes no liability for any damages or losses to your home or pet(s) during our services. Please notify us if anybody will be at your home and let that person know that we are providing pet care services.
12. **BACKUP SITTERS:** If the primary sitter has a personal emergency or is unavailable, the client authorizes XXXX to arrange another qualified backup sitter to provide services. XXXX reserves the right to change pet sitters without notice.
13. **SUPPLIES AND CLEAN UP:** Clients will provide adequate supplies and equipment for XXXX to use during services, such as cleaning supplies, cat litter, food, medicines, and poop bags. Clients will reimburse XXXX for any supplies that are purchased and travel fee(s) within three (3) days of return. XXXX is not responsible for any stains or odor after cleaning attempts. We will strive to leave your home in the same condition as found, but no guarantees due to the unpredictable nature of pet(s).
14. **INJURY TO OR BY CLIENT PET(S):** XXXX will refuse or halt services if pet(s) have aggressive tendencies due to temperament or injuries that may result in pet(s) causing harm to themselves or others. We will take reasonable steps to ensure that your pet(s) are not placed in the company of aggressive animals and quickly remove pet(s) from the situation. XXXX will not be held liable for any pet(s) that instigates fights with other animals or is injured by other animals while in our care. Clients are responsible for all medical expenses and damages that may arise. The client must reimburse XXXX for all medical care, legal fees, and court costs within **30 days** of the incident.
15. **PICTURES AND ADVERTISING:** During our visits, clients agree that XXXX can take pictures or videos and submit them to PS or post them on social media for our viewers. You grant permission to XXXX to use for any lawful purpose the name, image, likeness and performances of your pet. The photos taken become the property of XXXX and will not contain any confidential information. The client receives the benefit of pet care in exchange for using their pet’s images. This benefit is enough for the client to release their rights to XXXX regarding the images of the client’s pet(s). Clients grant XXXX an irrevocable, perpetual, non-exclusive worldwide license to use, copy, publicly display, produce, transmit, broadcast, in connection with the photos of your pet, and to sublicense these rights to third parties.
16. **CAMERAS AND AUDIO EQUIPMENT:** For personal use only, clients may use surveillance cameras, webcams, and audio recording devices. While XXXX is inside the home and on the property, the client will not have these devices installed in or directed towards any bathrooms, bedrooms, or other private area that the sitters may use. Any footage or sound shall not be published, distributed or used for private or public purposes by the client at any time, such as, but not limited to, social media, smartphones, communication devices, 8 mm film, still photography, and combinations of media types. E.g., Copper cable including unshielded twisted-pair (UTP), shielded twisted-pair (STP), and coaxial cable, or any wireless media, including radio frequencies, microwave, satellite, and infrared. If XXXX finds that the client has infringed this clause, the client agrees to pay XXXX a minimum penalty of **$5,000.00 per incident** in addition to all legal fees and court costs accumulated by XXXX within **seven (7) days** of discovery. If XXXX finds camera(s) or audio recording devices on any premises as mentioned above, the client will lose any money paid to XXXX and XXXX shall withdraw immediately from the premises and leave the pet(s) inside the client’s dwelling. This is a cancellation of services and corresponding fees will apply. The client agrees that it shall not have any recourse for the health of the pet(s) or any damage to the dwelling as a result of XXXX leaving the house if the client has violated this important clause.
17. **PRIVACY:** XXXX collects information from you to provide quality, personalized pet, and home care services. We do not sell, lease or distribute your personal information to companies, organizations, or individuals outside XXXX except as required by law. XXXX collects personally identifiable information from each client such as names, email and mailing addresses, telephone number(s). We may also collect payment card information when you provide it directly to us while using our services and where we believe it is reasonably required for business purposes. Sometimes, we create personal information about you, such as records of your interactions with us, and details of your accounts. XXXX shall not knowingly share any client’s personally identifiable information with any person or organization, except for the reasons stated above. We take reasonable steps to ensure that the personal information we process is limited to what we require in connection with providing services. The client will always respect the privacy of XXXX and the sitters. Clients promise not to use or share any confidential information regarding XXXX and its property without written permission from XXXX, both during and after this contract term. Confidential information is defined as information that XXXX has not made public.
18. **THIRD PARTY SERVICES, LINKS:** The client agrees that XXXX is not responsible or liable for the availability or accuracy of such websites or resources, or the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement of such websites or resources, or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risks arising from your use of any such websites or resources.
19. **TERMINATION:** This contract can be terminated at any time by either party without cause. “*Without cause*” means terminated from a job, not that they did anything wrong, but because the client decided that they no longer want XXXX services, or XXXX has stopped providing services to the client. If the client terminates this contract, they must notify XXXX through email (hello@funkybunchpetcare.com) with an exact date of when services shall be terminated, otherwise, the client has not terminated the services of XXXX. The client will continue to be liable for any fees and charges incurred for services from XXXX before XXXX receives notice from the client through the email. If XXXX ends this contract, XXXX will contact the client through email to give notice of the exact date where services will be ceased. XXXX also reserves the right to immediately cease services. XXXX will make a reasonable effort to provide service for a pet while the client is out of town or away from home, but cannot guarantee continued services, if the client has violated any terms of this contract, or the pet's behavior creates an emergency.
20. **INFORMAL AND MANDATORY ARBITRATION:** The parties shall cooperate to attempt to informally resolve any disputes arising out of this contract before submitting the dispute to arbitration. Any conflict, dispute or allegation arising out of or relating to this contract and any future modifications to this contract, including, without restriction, composition, validity, binding effect, violation or breach of any term, termination, result, as well as non-contractual disputes, is resolved by binding arbitration in Pettis County, Missouri. The arbitration will be held privately in compliance with the Commercial Arbitration Rules of the American Arbitration Association. Each party, including their representatives, employees, family, friends, agrees not to disclose the existence, content, or outcome of any arbitration conducted under this contract. This includes but not limited to, social media such as Facebook, or Twitter without the prior written consent of the other party, unless such disclosure is required by law to enforce the arbitration. Any decision or award as a result of any arbitration proceeding shall be in writing and explained for all legal and factual conclusions, including the assessment of costs, expenses, attorneys’ fees, and costs of the time of XXXX in the preparation and in-arbitration time for any case. Any arbitration shall be conducted by an arbitrator experienced in the law of Missouri contracts and will include a written record of the arbitration hearing. An Arbitrator may be nominated by each party. If one party fails to nominate an Arbitrator **within 20 days** of the other party nominating an Arbitrator, the party not nominating an Arbitrator will be satisfied with the other party’s selection. The parties reserve the right to object, for any reasonable reason to any individual nominated by either party, including objecting to a person who shall be employed by or affiliated with a completing organization or entity to one of the parties. The client shall pay all fees and expenses charged by the Arbitrator. The parties agree that the Arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this contract, including, but not limited to, any claim that all or any part of this contract is void or voidable. If a party fails to comply with mandatory arbitration after it has begun, then the other party shall proceed to a court of competent jurisdiction to enforce this clause.
21. **GOVERNING LAW:** This contract will be governed, construed and enforced under the laws of the State of Missouri. If XXXX files a lawsuit to enforce any aspect of this contract, the defendant acknowledges that the location of the case is in the county where XXXX has its main office, as of this date is in Pettis County, Missouri. The client states that they have read this contract in its entirety and understands and accepts these terms. The client has freely and voluntarily signed this contract and agrees that their electronic signature appearing on their contract is the same as their handwritten signature to validity, enforceability, and admissibility.

Printed Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date\_\_\_\_\_\_\_\_\_\_\_\_\_