

# DOG DAYS & CAT NAPS



## **TERMS OF SERVICE**

Revised Nov. 2014

### **TERMS OF PAYMENT:**

1. Pet care services will be provided at rates listed on the Rates page of our website, [www.dogdayscatnaps.com/rates](http://www.dogdayscatnaps.com/rates). Rates are subject to change without notice.
2. (Currently Waived) There is a one-time new client set-up fee of \$15 (without a key lockbox) or \$25 (with a key lockbox) to use our service. This fee is added to your first invoice; should you choose not to use our service, this fee is not charged. The new client set-up fee covers the meeting with your pet sitter, coordinating your pet sitting visits, a key lockbox (if applicable), and set up as a new client in our systems. The set-up fee is currently waived for Private Boarding clients.
3. We do have some additional fees, i.e. for pet sitting on holidays, key pick-ups and returns, review meetings with pet sitters, excessive plant watering, pet mess clean-up, etc. Please see the Additional Fees section on our Rates page for details, [www.dogdayscatnaps.com/rates](http://www.dogdayscatnaps.com/rates).
4. **Client agrees to provide a credit card to hold all pet sitting reservations.** If no credit card is available, client agrees to make payment in full before the first pet sitting visit begins. Payment can be made by credit card, emailed invoice, online via PayPal/Intuit, or by mailing a check. If payment is not received soon after pet sitting assignment is completed, Dog Days & Cat Naps will charge the credit card on file for services rendered and reserves the right to refuse or discontinue pet sitting services.
5. Client understands that **credit card on file will be charged if an unpaid balance remains due beyond 30 days.** If the card is declined for any reason, client will have a late fee of 1 1/2% per month (18% per annum) added to the unpaid balance. In the event it is necessary to initiate collection proceedings on the account, Client will be responsible for all attorney's fees and/or costs of collection. Dog Days & Cat Naps reserves the right to report unpaid balances to collection agencies and/or credit bureaus. Dog Days & Cat Naps may refuse service and/or stop service immediately due to non-payment.
6. Client understands that there will be a \$25.00 handling charge for checks returned for any reason.

### **TERMS OF CARE:**

1. Client authorizes Dog Days & Cat Naps to perform pet care as outlined in your online customer account, which shall become part of this contract. Dog Days & Cat Naps agrees to care for client's home and pets in a caring and responsible way.
2. **Client assumes responsibility for ascertaining the data in client's account is complete, correct and up-to-date.**
3. In the event of **inclement weather or natural disaster**, Dog Days & Cat Naps is entrusted to use their best judgment in caring for pet(s) and home. Dog Days & Cat Naps will be held harmless for consequences related to such decisions.
4. In the event of personal injury, illness or unavailability of a Dog Days & Cat Naps representative, Client authorizes Dog Days & Cat Naps to arrange for another qualified representative to fulfill responsibilities set forth in this contract.

### **LIABILITY:**

1. All pets are to be **currently vaccinated**. Certain exceptions may be made for exclusively indoor pets or very old pets.

2. Should a Dog Days & Cat Naps representative be **bitten or otherwise injured by Client's pet**, it will be the Client's responsibility to pay all costs and damages incurred by the victim.

3. In the event that Dog Days & Cat Naps is required to employ a **licensed locksmith** to gain entry into the Client's premise due to a malfunction of the lock or failure of the Client to leave a key, it shall be the responsibility of the Client to reimburse Dog Days & Cat Naps for all costs incurred. The Client expressly gives Dog Days & Cat Naps the authority to employ a licensed locksmith on the Client's behalf in the event of the aforementioned occurrence. In the event of an unintentional lockout of a Dog Days & Cat Naps representative, Client expressly gives Dog Days & Cat Naps the authority to employ a licensed locksmith to regain entry to the Client's premises, however Dog Days & Cat Naps will assume responsibility for the costs of such an unintentional occurrence.

4. Client expressly **releases Dog Days & Cat Naps from liability due to:** a) damage to home or property done by the pet; b) injury, disappearance, death, or fines due to the pet's access to the outdoors, including situations where pet uses a doggie door to go outside; c) injury, illness, or death due to the inherent risk of leaving pets home alone in-between scheduled pet sitting visits, including, but not limited to, pets with advanced age or medical conditions; d) any complication in administering medication to the pet; or e) the actions (or inactions) of other persons having access to the Client's premises.

#### **KEY RELEASE:**

Client authorizes a representative of Dog Days & Cat Naps to use client's house key(s) during the time s/he will be caring for client's pet(s). Since Dog Days & Cat Naps does not normally keep keys on file, client understands that a key lockbox will be provided, or client will place house keys in a secure location outside client's home. Client understands that client's key will be returned to that location after each pet sitting visit in case a replacement sitter is necessary. Dog Days & Cat Naps is not responsible or liable for any house keys left outside the client's home in an unsecure location or any damage resulting from keys being left outside the home.

#### **VETERINARY PERMISSION:**

Dog Days & Cat Naps is **authorized to seek emergency veterinary care** if necessary. Should specified veterinarian be unavailable, Dog Days & Cat Naps is authorized to approve medical care and/or emergency treatment (excluding euthanasia) as needed. Client is responsible for all medical costs and any expense incurred for food/supplies needed.

#### **FUTURE SERVICE:**

Client authorizes this contract to be valid approval for future services permitting Dog Days & Cat Naps to accept client's telephone reservations for service and enter client's premises without additional signed contracts or written authorizations.

#### **IMPORTANT, PLEASE READ:**

**All reservations and cancellations must be made through the business office.** Pet sitters do not handle reservations or cancellations directly. This is for your protection and to prevent any miscommunications regarding pet sitting visits. Dog Days & Cat Naps will not be held liable for reservations / cancellations made through the pet sitters only. If you want to communicate directly with your pet sitter, you may copy them in on emails or texts to the company.

Please allow at least **48-hours notice** for reservations and cancellations. A fee may apply if not enough notice is given.

**Your pet sitter has been instructed to call you on your first scheduled pet sitting visit.** If you do not receive a call from your pet sitter, please call the business office right away to make sure that your pet sitter has your correct reservation information.

Dog Days & Cat Naps usually does not keep keys "on file." This is also for your protection and to prevent misplaced or lost keys. A lockbox will be provided to you (which is yours to keep) or you may arrange for another means of home access with your pet sitter (leave key outside in a secure location, use of garage keypad, etc).

**A credit card is required to hold all pet sitting reservations.** We will not charge your credit card unless that is your preferred payment method and/or your account balance becomes overdue. If you do not have a credit card,

payment for services in full will be required before pet sitting begins. If you do not pay for services within a reasonable amount of time, your credit card will be charged for services.

All pet sitters have signed a non-compete agreement with the Company. They are not allowed to solicit or accept pet sitting assignments "on the side." Should they do so, they will no longer be able to pet sit through our service. They will also lose their liability and bonding insurance provided by the company. **Please do not solicit pet sitting directly from your pet sitter, and help us to keep our good pet sitters on staff** so that we may continue to provide quality care to the pets of Jacksonville and St. Augustine.

**During hurricane season, pet owners must have a Hurricane Contingency Plan** in place for their pets. You should provide us with a local contact person (phone number and address) who can take in your pet(s) in the rare occurrence of a direct hit by a hurricane. If there are bridge closures, evacuations, tornadoes, etc. which make it difficult or impossible to pet sit in your home, we will need to transport your pet to a safe location should you not be able to return home. We will continue pet sitting as scheduled if at all possible.