

Pet Care Agreement

State of Massachusetts

This Pet Care Agreement, herein after referred to as "Agreement," is entered into and made effective as of the date set forth at the end of this document by and between the following parties:

_____, having a primary address at the following:

and CASSANDRA MUNSON (known as Victory Paws), having a primary address at the following:

93 Harvey St. Cambridge, MA 02140

Hereinafter, "Client" will refer to and be used to describe the following party: _____.

"Service Provider" will refer to and be used to describe the following party: CASSANDRA MUNSON. Client and Service Provider may be referred to individually as "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Client wishes to retain the Service Provider to provide care for Client's companion animal;

WHEREAS, Service Provider has the skills, qualifications, and expertise required to provide the care for the companion animal and wishes to provide said care;

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:

Article 1 - COMPANION ANIMAL INFORMATION:

The companion animal that is the subject of this Agreement is as follows ("Companion Animal"):

Name: _____

Age: _____

Gender: _____

Color: _____

Breed: _____

The Companion Animal has the following history of biting, aggression, destruction, excessive barking, other behavior issues to note:

Article 2 - DESCRIPTION OF SERVICES:

Service Provider and Client hereby agree on the provision of the following services (the "Services"):

The Services will begin on _____.

Article 3 – PAYMENT, SCHEDULING NOTES AND CANCELATION POLICY:

Payment for the Services will be as follows:

\$40 per day for doggy daycare (9am to 5pm) in provider's home, with pickups and dropoffs

\$50 per 24 hours for boarding in provider's home

Walks:

\$15 per 15-minute walk

\$20 per 20-minute walk

\$28 per 30-minute walk

Check ins:

\$12 for 10-minute check in

Cancellation policy:

Walks: Cancel up to 2 times with payment credited towards future bookings. After 2 untimely cancellations, payment will be forfeited.

Daycare/Boarding: 48-hour cancellation policy. Cancel up to 2 times inside of 48 hours with payment credited to future bookings.

Daycare schedule:

Monday - Thursday (9-5) Fridays on a case by case basis.

Earliest drop off time is 8:15 am. Earliest pick up time is 8:45 am. Please note that we are only accepting new dogs if they will have a regular schedule, are fully house trained (potty outside only), altered, fairly calm, and compatible with resident cats.

Weekday walk scheduling:

If you do not have a regular schedule confirmed with Victory Paws, please send us next week's schedule ASAP as we will confirm walks on a first come, first serve basis. The faster your walk requests get to us, the more likely you will get the times you want. If we do not hear from you voluntarily by Sunday, we will message you asking about your schedule.

Booking confirmations:

To be fair to confirmed clients, if you have not confirmed your booking within 48 hours of booking time request, your booking may be forfeited to be in service to existing confirmed bookings.

Boarding:

Standard is overnight rate is \$50 per 24 hours. While we don't have a specific drop off time, but if it's many hours extra over the 24 period, we charge \$12.50 per 6 hours (quarter day). We do this because, unfortunately, people have taken advantage of this service by not taking the pickup time seriously and being unresponsive with contacting us. For example, if a dog is dropped off at 9 am but not picked up until 5 pm the next day rather than 9 am the next day, we have to rearrange our schedule to accommodate, which can end up costing us a lot of time and money and it also disserves our existing clients.

We also require to be paid 48 hours in advance for the total boarding time, and confirmation is also needed within 48 hours due to no-show issues. (Extremely costly for a small business since the spot is taken and we lose the income and the ability to rebook that spot last minute).

Holidays:

Please note that due to a lack of demand surrounding holidays, we may need to restrict our service. Let us know ASAP if you will / will not be requesting dog services on holidays and the days surrounding serious holidays. Please let us know ASAP if you will/will not be needing services during school holidays.

Veterans Day: No services

Thanksgiving: No services the Wednesday before, Thanksgiving Thursday, and the Friday after.

Christmas: No services on Christmas Eve and Christmas day; 26th based on enough demand.

New Year's: No services on New Year's Day

MJK Jr day: Based on demand

Presidents day: Based on demand

Marathon Monday: Based on demand

Memorial Day: No services on Memorial Day. Surrounding days will be based on demand.

July 4th: No services on the 4th. Surrounding days will be based on demand.

Labor Day: No services on Labor Day. Surrounding days will be based on demand.

Columbus Day: Based on demand

Unavailable days 2018 as of June 3, 2018:

March 15-18

April 7-8

May 18 -20

June 15-18

August 16-19

September 10-19

Article 4 - CARE INSTRUCTIONS:

Feeding information for the Companion Animal is as follows:

Article 5 - CONTACT INFORMATION:

Address information for the Client is provided at the head of this Agreement. Should any communication be required between Service Provider and Client, however, whether during care of the Companion Animal or other times, additional contact information is as follows:

Client Phone Number: _____

Client Email: _____

Service Provider Phone Number: 617-276-6945

Service Provider Email: victorypawsma@gmail.com

Article 6 - EMERGENCIES:

In the event of any emergency situation with Companion Animal, including, but not limited to, physical emergencies such as uncontrolled vomiting, an animal attack, fever, refusal to eat and other behavioral problems, Service Provider is to first and foremost begin transport to the following veterinary facility (the "Facility") for immediate treatment:

A release form is attached to this Agreement for Service Provider to take Companion Animal to the Facility and receive treatment.

If the Facility is closed during the time of the emergency, Service Provider will then take Companion Animal to the nearest emergency clinic.

En route to the Facility or to any emergency clinic, Service Provider will first attempt to reach Client at any of the contact points listed in this Agreement for Client. If Service Provider cannot reach the Client immediately, Service Provider will then call the following emergency contact person:

However, Service Provider must continue attempting to reach Client until successful.

Article 7 - TERM/TERMINATION:

This Agreement will terminate by mutual written or oral understanding of the Parties. Until then, the Agreement will continue indefinitely.

Article 8 - ACCESS & SECURITY:

Service Provider shall have access to Client's home in order to render the Services under this Agreement. As such, Service Provider shall access the home as follows:

Should Service Provider be given any keys, access codes, gate control information, or other means of entry and access to Client's home or other private space, Service Provider hereby agrees to maintain the secrecy of all such information and to share it with no one, as well as to return all such access information and devices back to Client at the termination of this Agreement.

Article 9 - RELATIONSHIP:

It is hereby acknowledged and agreed that Service Provider is an independent contractor and shall in no way be construed to be an employee.

Article 10 - INJURIES & INDEMNIFICATION:

Client shall not be responsible to Service Provider for any injuries as a result of Service Provider's provision of services under this Agreement. Service Provider agrees to maintain appropriate insurance coverage for the bounds of Service Provider's work, and additionally waives any and all right to recover from Client.

Further, the Parties hereby agree to indemnify and hold each other harmless from any all claims, judgments, demands, expenses, losses, monetary costs, or fees that may be asserted as a result of this Agreement or the provision of Services thereunder, with the sole exception that Client may attempt any legal recovery from Service Provider in the event of any intentional or negligent harm to Companion Animal. This indemnification includes all employees or staff of both Parties, if applicable.

Insured through Pet Sitters Associates.

Article 11 - SERVICE PROVIDER'S LIABILITY:

If any other individual has access to Client's property during the term of this Agreement, Service Provider shall accept no liability for any loss or damage or other breach of security.

Article 12 - GENERAL PROVISIONS:

a) GOVERNING LAW: This Agreement shall be governed in all respects by the laws of the state of Massachusetts and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within the state of Massachusetts. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.

b) LANGUAGE: All communications made or notices given pursuant to this Agreement shall be in the English language.

c) ASSIGNMENT: This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by either Party. Specifically, Service Provider shall not be permitted to assign any of the obligations under this Agreement.

d) AMENDMENTS: This Agreement may only be amended in writing signed by both Parties.

e) NO WAIVER: None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of

either Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.

f) SEVERABILITY: If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.

g) ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.

h) HEADINGS: Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.

i) COUNTERPARTS: This Agreement may be executed in counterparts, all of which shall constitute a single agreement. If the dates set forth at the end of this document are different, this Agreement is to be considered effective as of the date that both Parties have signed the agreement, which may be the later date.

EXECUTION:

Name: _____

Signature: _____

Date: _____

Name: CASSANDRA MUNSON

Signature: _____

Date: _____

Veterinary Authorization & Release Form

To the Veterinarian and Veterinary Staff:

The individual currently caring for my companion animal, _____, is named CASSANDRA MUNSON and has full authorization to request, authorize and oversee treatment for my companion animal until I am reachable.

I will accept financial responsibility and authorize you to go ahead with any treatment necessary.

Date: _____

Signature: _____