



Part of the Pack Pet Care Terms, Conditions

For the purposes of this document, the terms Client and Pet Owner are synonymous with the person contracting services, for one or more domestic animal(s). POTP, Part of the Pack is synonymous with Part of the Pack Pet Care/The Walking Wolf Pet Sitting, LLC. PPC is synonymous for Precise Petcare throughout this contract.

By creating a Precise Petcare account with Part of the Pack the Client (you) are agreeing to terms and conditions below.

Part of the Pack Pet Care (The Walking Wolf Pet Sitting, LLC) provides services to the Pet Owner/Client below which includes, but is not limited to: pet sitting (visit(s)), house(overnight)sitting, dog walking, transporting, and feeding and caring for pets.

I. LEGAL CONSIDERATIONS

The terms of this document apply to all the pets owned by the Client, including all new pets that the Client obtains on or after the date this document was agreed upon, at all locations the Client designates for service.

- A. Property Owners/Clients agree to indemnify, defend, and hold Part of the Pack (*The Walking Wolf Pet Sitting, LLC*) harmless from and against any and all losses, liabilities, damages, fines, penalties, and expenses (including attorneys' fees and other costs of defense) arising from or resulting from any breach of the representations, warranties, covenants, or duties contained in this agreement or otherwise arising out of damage or injury caused by pet(s).
- B. POTP cannot/will not service a home with "VISITING" pets, without a separate contract and veterinary release signed by the rightful owner(s). A service agreement and consultation (Meet and Greet) must be completed with Part of the Pack before service is provided.
- C. POTP agrees to provide services in a manner that is trustworthy, caring and dependable. In consideration of the service as an express condition thereof, the client expressly relinquishes all claims against the company and its sitters, except those arising from negligence. Part of the Pack is insured and bonded through a reputable company.
- D. Employees: POTP team members (employees) are background checked before becoming a part of the team. Employees receive training on, but not limited to PPC software, pet equipment, handling, medication administration, reading records and Pet First Aid/CPR. POTP employees are NOT Independent Contractors as defined by Kentucky Employment regulations.
- E. Independent Contractors: Claims of negligence that involve an Independent Contractor, hired by POTP, will be the responsibility of the Independent Contractor and the company they represent. All hired ICs are required to carry liability insurance with optimal coverage, or bonding through a reputable company. This insurance may be provided by Part of the Pack if necessary. Each IC is background checked before providing services with POTP.

II. SERVICE RATES AND FEES

- A. Client acknowledges that rates and fees for services may change per the industry and area market/standards. POTP will notify the Client in a timely manner of these charges. Client acknowledges and agrees that rates charged include local sales tax and associated fees.
- B. Holiday Rates are assessed for major state and national holidays:
\$5.00 extra for each daily "drop-in" service and dog walk
\$15.00 extra/day for house(overnight)sitting

Holiday Rate Schedule:

New Year's Eve & New Year's Day

Oldham Co. & JCPS Spring Break

Kentucky Derby (Thurby, Oaks, Derby Day)

Memorial Day Weekend (Saturday-Monday)

Independence Day (July 4th)

Labor Day Weekend (Saturday-Monday)

Oldham Co. & JCPS Fall Break

Thanksgiving (day before until day after)

Christmas(eve, day and day after)

- C. LAST MINUTE/DAY OF REQUESTS: service requests within 24 hours or less will be charged an additional \$10.00. This is to ensure quality control and gratitude to our devoted sitters.
- D. LATE EVENING REQUEST: Services requested by client after 9:00pm are subject to additional \$10.00 per service
- E. Extension for overnight house sitting: \$15.00/ night needed.

III. PAYMENTS/RESERVATIONS

- A. To guarantee service dates, 100% of all the service fees must be paid within 24 hours of agreed upon dates and fees. POTP reserves the right to cancel services made without payment. *
- B. Reservations (services) are made to plan sitter availability to clients.
- C. Client returning home early WILL BE REQUIRED to pay for the reserved amount of time scheduled. Emergency circumstances (of a serious nature) will be considered on a case-by-case basis.
- D. Services are requested via text (502-791-6151), email or through the Client PPC portal.
- E. A late fee of \$25.00 will be assessed for invoices not paid by the due date.

IV. CANCELLATION/CREDIT/REFUND POLICY

- A. **NO NOTICE and/or 48 hours or less before scheduled visits the client will be charged full price (24 hour notice for daily/weekly clients). If a cancellation has not been submitted and our sitters arrive at client home to provide care, the visit fee will not be refunded.**
- B. Two weeks - 2 days (48 hours) prior to service period: (50% Refund). (Holidays only).
- C. One week – 2 days (48 hours) prior to service period: (50% Refund). (Non-holiday)
- D. Two weeks or more prior to service period. No charge (100% Refund). (Holidays only)
- E. One week or more prior to service period. No charge (100% Refund). (Non-holiday)
 - * *Clients may request to have a refund allocated toward future service credit(s).*
- F. Client must cancel or reschedule, prior to next day service, on or before 8 pm (day before service). If these terms are not met, the visit will be marked complete and Client will be charged for services.
- G. Client understands refunds will be processed within 5-10 business days via original payment method
- H. Client (w/ daily “drop-in” services) have a period of 6 months to use their credits.
- I. Client (w/ overnight house sitting) have a period of 1 year to use any credits acquired.

Emergencies (of a serious nature) are taken into consideration, but POTP reserves the right to charge for services, not canceled in a timely manner, as set forth in the terms above. We thank you, in advance, for your courteous communication and understanding of our cancellation policy.

V. PRECISE PETCARE

- A. Client is required to create an account with Precise Petcare.
- B. Client agrees to complete a PPC profile for owner and pet(s) to the best of their knowledge, providing all necessary documentation and information.
- C. *PPC is used to document any and all behavior, changes in health, feeding/drinking schedule to ensure that adequate care is provided for Client pet(s) as requested. These are known as a Petcare Journal.*

VI. VACCINATIONS/VET RECORDS

- A. Part of the Pack requires up to date/current records on all pets to be serviced.
- B. All pets are to have been to the vet within a year of beginning services.
- C. Vaccination and veterinary records are to be provided prior to first service.
- D. Part of the Pack utilizes Precise Petcare date recording to inform Client of upcoming/expiring vaccinations.
- E. Part of the Pack will accept boosters and titer test documents as forms of vaccinations.

VII. DAILY/WEEKLY VISITS

- A. Visits provided in an ongoing manner, recurring each week. Performed as daily potty breaks and/or dog walks. Visits are provided in “time blocks” set by the client when setting up preferred schedule.
- B. Client understands that visits can occur at any time during the “time block”. Part of the Pack does set preferred times for each client to help accommodate pet medical needs/usual daily schedule. Client further understands and acknowledges that factors such as traffic and weather may affect POTP arrival and thus “time blocks” are used.
- C. With the exception of Thanksgiving day, Christmas Eve and Christmas day, daily/weekly visits that fall on the holiday schedule are excluded from HOLIDAY RATES (II. SERVICE RATES AND FEES).
- D. Invoices for services paid monthly will be billed on the 25th of the current month for the following month to be paid in full by the due date listed on invoice. Weekly/Bi-weekly invoices will be billed out as they are requested or up to two days before due date listed on invoice.
- E. Daily/weekly visits that are canceled the day of are charged in full.
- F. Daily/weekly visits that are canceled 48 hours prior to date will be credited to future walk/month.
- G. Daily/weekly visits that are canceled more than 48 hours may be refunded (minus processing fee) OR credited to future walk/month.
- H. Client(s) are required to provide appropriately fitted harnesses, collars with ID tag, training collars and standard leash. **PART OF THE PACK DOES NOT PERMIT THE USE OF RETRACTABLE LEASHES.**
- I. Client may be required to provide additional equipment to ensure handler and dog safety if the dog is not manageable on original equipment.
- J. Dog walking scheduled “at random” not a part of DAILY/WEEKLY visits will be subject to terms and conditions as PET SITTING.

VIII. PET SITTING (VISIT(S))/ IN HOME OVERNIGHT CARE

- A. Visits are provided in various “time blocks” Mondays-Sundays including holidays.
- B. Client understands that visits can occur at any time during the “time block”. Part of the Pack does set preferred times for each Client to help accommodate pet medical needs/usual daily schedule. Client further understands and acknowledges that factors such as traffic and weather may affect POTP arrival and thus “time blocks” are used.
- C. Visits may include but are not limited to medication administration, play, waste clean up, walking, feeding, water refreshment, cage cleaning.
- D. Walks provided during a visit are on a shorter time to ensure all other tasks in visit are completed.
- E. Client is to provide all necessary household cleaning supplies in event of pet accidents, weather, etc.
- F. Client is to provide all necessary food, treats, bowls, bedding, items for pet(s).
- G. Client(s) are required to provide appropriately fitted harnesses, collars with ID tag, training collars and standard leash. **PART OF THE PACK DOES NOT PERMIT THE USE OF RETRACTABLE LEASHES.**
- H. Client may be required to provide additional equipment to ensure handler and dog safety if the dog is not manageable on original equipment.
- I. Client can NOT request less than 2(two) 30 minute visits for dogs during pet sitting that is for vacations, weekends, extended length of time where Client is not going to be home the same day.
- J. Client can NOT request less than ONCE A DAY visits for cats, small animals, exotics, birds, fish, etc. A minimum of one visit every day is required.

- K. Client understands and agrees that if POTP feels that a requested visit(duration/length of time) is not adequate to complete all tasks required, that POTP has the right to extend the visit time and rate will change to reflect the new visit/service time.
- L. Overnight care includes one 20 minute afternoon visit (day of stay), the overnight stay (evening to morning), and pet care for the following morning. Client must request additional visits (service fee applies) if needed.

IX. MEDICATION

- A. Medicine(s) will be administered in a safe manner and as specified by the Pet Owner/Client's exact directions, with NO harm resulting, to either pet or sitter.
- B. If, for any reason, medication can NOT be administered, the sitter will notify the owner immediately. If the Pet Owner/Client doesn't respond within a timely manner, the POTP Pet Sitter will contact the preferred Vet for further instructions. Notes will be made in Pet Owner/Client notes, of the incident, with a detailed explanation of what medicine was or was not administered.
- C. Client hereby acknowledges that Part of the Pack can NOT be held liable for any injury, death, side effects or deteriorating health of a pet, resulting in the administration of medication, as specified by the owner.

X. EMERGENCY CONSIDERATIONS

- A. Part of the Pack is authorized to seek any emergency veterinarian assistance needed during visits, at the cost of the Client. POTP is not responsible for the health/well-being of the animal.
- B. Client will be responsible for all medical expenses and damages resulting from an injury to a POTP Pet Sitter or other persons, caused by the pet. Client agrees to indemnify, hold harmless and defend POTP, in the event of a claim by any person injured by the Pet.
- C. Part of the Pack may use their discretion to stop and end service, at any time that a pet poses a danger to the safety or health of itself, other pets, other people or the POTP Pet Sitter.
- D. If concerns prevent the POTP Pet Sitter from continuing care for a pet, the Client authorizes the pet to be placed in a kennel or previously arranged local, if possible.
- E. All subsequent charges, including but not limited to transportation, kenneling, tranquilizing, treating, accessing and liability, are to be the responsibility of the Pet Owner/Client.

XI. INCLEMENT WEATHER/EMERGENCY PROTOCOL

- A. Every effort will be made, to make the trip to the Client's home, to provide care.
- B. Service schedule may be changed, interrupted or altered depending on the severity of the emergency circumstances.
- C. If it is NOT possible to safely get to the Client's home, the emergency contact will be notified, and you will be called immediately.
- D. Clients understand to have driveways, walkways, porches, steps, etc... cleared of snow/ice/debris to ensure the safety of POTP Pet Sitter(s) and their pet(s), to perform the services requested, for any day with inclement weather/emergency conditions.
- E. Clients will NOT be charged for same-day cancellations, due to inclement weather.
- F. It is suggested that arrangements be made with someone to evacuate your pets, in case of a disaster or weather-related crisis or 'Code Red' (fire, flooding, etc) situation. POTP will do what is within means to see to your pet's safety/care should such events occur, but with no promise of guarantee.

XII. RESPONSIBILITY

PART OF THE PACK is NOT responsible for the following:

- A. Any wilted, dead or otherwise unhealthy plants. POTP will strive to follow written directions as precisely as possible but cannot be responsible if results are not favorable. Please be advised that an POTP sitter is not responsible for water damage if indoor plants are not on waterproofed surfaces.
- B. Damage(s) to the home beyond the control of the POTP Pet Sitter. This includes, but not limited to leaks, electrical problems and acts of nature. The company(POTP) will attempt to contact the client and the emergency contact, before making a subjective decision on dealing with the problem. All repairs and related fees (Including Special Service emergency service time and coordination fees) will be paid by the Client or fully reimbursed to POTP within 5 business days.
- C. Damage(s) to the property of the client or others unless such damage is caused by the negligent act of the POTP Pet Sitter. POTP agrees to remain insured through a pet sitting liability insurance entity, during each service period. POTP accepts no responsibility for loss to the premises, if other individuals have access to the client's home or if home is not properly secured (by persons not associated or employed by POTP).
- D. Loss or damage in the event of a theft/other crime that should occur while under this contract. Client agrees to secure home prior to leaving the premises and understands that POTP will not be liable for any loss. POTP will attempt to secure the home at the end of each visit. Keys will remain in a secure location per Client's instruction.
- E. For the safety, injury, death, disappearance of any pet(s) with unsupervised access to the outdoors (i.e. doggy door). POTP cannot be held liable for any legal consequences, resulting from these instances, at these described residence(s). A waiver must be signed if Client insists.

Pet Owner/Client IS responsible for the following:

- F. Ensuring house and yard are pet-proofed with properly functioning security fences/gates/latches/doors/etc.
- G. Supplying equipment/supplies needed for care of their pet(s), including but not limited to a properly fitted harness and collar, vaccination tags, name tags, a lead rope or doggie bags, litter boxes, food, cleaning supplies, medications, pet food, litter.
- H. Ensuring that any training equipment used on pet(s) has been fitted, the client has been trained on using it as a "training tool" and not as punishment for pet behavior. POTP will NOT utilize training equipment if the pet has not been properly trained with it .
- I. Reimbursing Items purchased by POTP to complete services, necessary for performance of duties. Pet owner/Client authorizes and agrees to be responsible for the payment reimbursement of these purchases, as well as any service fees for obtaining items.

XIII. OTHER TERMS AND CONDITIONS

- A. Media Use: Clients understand their pet's picture(s) are subject to use as media marketing, including but not limited to, Facebook, Instagram, Pinterest, YouTube tutorials, website, flyers and brochures. Owner agrees to waive rights to all pictures of their pet(s) taken by POTP. All media obtained by POTP will be provided to Client, and shall not portray personal affects/locations that could expose Client's privacy.
- B. Camera Policy - I understand and agree that Part of the Pack's sitters have a reasonable expectation of privacy at certain areas on my property. No device(s) will record anything done/said in any bathroom(s) or shower(s) on my property. Additionally, when POTP (sitters) are inside of a structure on my property, there will be no audio recording therein and no recording of any kind in any area where I have agreed to let said sitters sleep (i.e., their assigned bedroom(s)).
- C. This contract permits POTP to accept all future phone/text/email/PPC link reservations and provide service without additional signed legal considerations agreements.

- D. Client agrees to notify POTP/Pet Sitter of everyone who has access to the home and if it is necessary for anyone to be present during the service period. Must be written confirmation via text/email, with a POTP representative.
- E. It is recommended that NO other persons (i.e. cleaning services, repairmen, etc....) have access to Client's home, while under service period with POTP; Therefore, POTP reserves the right to cancel and/or terminate services, if other persons are present (during service period) without the prior notification and confirmation with Part of the Pack.
- F. Client agrees to discuss any concerns with Part of the Pack within 48 hours of return, after service period. This is to ensure client satisfaction and matters, for any dissatisfactory claims, to be handled promptly. Any report or claim, made thereafter, POTP relinquishes any legal liability.
- G. This agreement is valid from the date agreed upon and replaces any prior Legal Considerations agreements.
- H. Client agrees to any future POTP term changes relayed verbally to the client, mailed or emailed, in writing to the client or posted on our website under the heading Policies/Terms.
- I. Client understands and acknowledges that Part of the Pack works as a team collaboration. Pet owner/client pets may receive care/walked by any of our team members.
- J. Client understands and acknowledges that Part of the Pack does NOT share pet services with others. This includes but not limited to neighbors, children, friends, other sitters/companies. Only providers that have been fully discussed with POTP are allowed. This is to ensure that pet care (and the residence) is consistent and concise at each visit, each day and notated within Petcare Journals that only the POTP team and Client has access to.

Either party may terminate this contract, by giving 3 days written notice (text/email cancellation request) to the other party. The Pet Owner/Client states that he/she has read this agreement, in its entirety and fully understands and accepts its terms and conditions.