



## Legal Considerations Agreement

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For the purposes of this document, the terms Client, Owner, Pet Owner, and Customer are synonymous with the person contracting services for one or more domestic animals.

- 👉 A signed service request must be provided to New England Pet Nanny and Concierge, LLC. before service is provided for any period.
- 👉 Payment in full is due at time of reservation. Reservations are not held until payment in full is received by New England Pet Nanny and Concierge, LLC., or special arrangements are agreed upon by both parties in writing. A \$5 per visit late charge will be assessed to service that is not paid in advance. Reservations for pending PayPal/Google checkout and credit card payments will be honored.
- 👉 There will be a \$30 service charge for each returned check.
- 👉 Unpaid service may be cancelled without notice, including prior to or during the service period.
- 👉 Cancellation Charge Schedule effective 5/20/2008 (% applies to entire service period total): 0 - 24 hours prior to any service, and/or Holidays: Payment in full is charged (no refunds)
- 👉 Holiday surcharge applies on major holidays: Christmas Eve, Christmas Day, New Years Eve, New Years Day, Easter Sunday, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day and the Day.
- 👉 New England Pet Nanny and Concierge, LLC. is not responsible for wilted, dead or otherwise unhealthy plants.
- 👉 New England Pet Nanny and Concierge, LLC. will work hard to follow your written directions as precisely as possible, but cannot be responsible if the results are not favorable. Please place all indoor plants together on a waterproof surface in plain sight. New England Pet Nanny and Concierge, LLC. is not responsible for water damaged areas or missed plants.
- 👉 New England Pet Nanny and Concierge, LLC. is not responsible for damage to the home beyond the control of the Pet Sitter. This includes, but is not limited to leaks, electrical problems, and acts of nature. In these situations, the company will attempt to contact the customer and then 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 New England Pet Nanny and Concierge, LLC. within 14 days.
- 👉 New England Pet Nanny and Concierge, LLC. is not responsible for any damage to property of the client or others unless such damage is caused by the negligent act of the Pet Sitter. New England Pet Nanny and Concierge, LLC. agrees to remain insured during each service period. New England Pet Nanny and Concierge, LLC. accepts no responsibility for loss to the premises if other individuals have access to a client's home, or if the home is not properly secured.
- 👉 All other individuals that visit the home will leave a log of their visit.
- 👉 New England Pet Nanny and Concierge, LLC. is not liable for any loss or damage in the event a burglary or other crime that should occur while under this contract. Pet Owner agrees to secure home prior to leaving the premises. New England Pet Nanny and Concierge, LLC. will attempt to re-secure the home to client instructions at the end of each visit. While keys are in the possession of a Pet Sitter, they will be either on the Sitter's physical person, or be properly secured.
- 👉 Pet Owner must have legal rights to place the animals in the care of Pet Sitters, Kennels, and Veterinary Clinics. The Pet Sitter cannot service a home with "visiting" pets or animals that do not belong to the resident of the service site without separate sets of agreement forms, including a Legal Considerations Agreement, accepted and signed by each rightful owner(s). The terms of this document apply to all the pets owned by the client, including any and all new pets that the customer obtains on or after the date this document was signed, at any and all locations the owner designates for service.

- 👉 Pet Owner is responsible for pet-proofing house and yard, and the security fences/gates/latches. New England Pet Nanny and Concierge, LLC. will not be responsible for the safety of any pets and will also not be liable for the death, injury, disappearance, or legal consequences of any pet with unsupervised access to the outdoors.
- 👉 New England Pet Nanny and Concierge, LLC. is authorized to seek any emergency veterinarian assistance needed during visits, at the cost of the client, from any veterinarian as chosen by the sitter. However, the company is not responsible for the health/well being of the animal.
- 👉 Pet Owner is responsible for supplying the necessary, safe equipment/supplies needed for care of their pet(s), including but not limited to a sturdy, well-fit harness (halter, collar, etc...) for walks or in case of emergencies, firmly affixed vaccination tags, a lead rope or leash, pooper-scoopers, litter boxes, food, cleaning supplies, medicines, pet food, and cat litter. Pet Owner authorizes any purchases necessary for the satisfactory performance of duties. Pet Owner agrees to be responsible for the payment of such items, as well as service fees for obtaining items, and will reimburse New England Pet Nanny and Concierge, LLC. within 14 days for all purchases made.
- 👉 Pet Owner will be responsible for all medical expenses and damages resulting from an injury to a Pet Sitter, or other persons, by the Pet. Customer agrees to indemnify, hold harmless, and defend New England Pet Nanny and Concierge, LLC., in the event of a claim by any person injured by the Pet.
- 👉 It is suggested that arrangements be made with someone to evacuate your pets in case of a disaster or weather related event. New England Pet Nanny and Concierge, LLC. will definitely try to see to your pets safety/care should such events occur, but cannot guarantee it.
- 👉 Future Services: I authorize this contract to be valid approval for services so as to permit New England Pet Nanny and Concierge, LLC. to accept all future telephone, online, mail or email reservations and enter my home without additional signed legal considerations agreements.
- 👉 New England Pet Nanny and Concierge, LLC. 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 Pet Sitter. If concerns prevent the Pet Sitter from continuing for a pet, the owner authorizes the pet to be placed in a kennel, or previously arranged locale if possible. All subsequent charges, including but not limited to transportation, kenneling, tranquilizing, treating, accessing, and liability, are to be the responsibility of the Owner.
- 👉 New England Pet Nanny and Concierge, LLC. agrees to provide services stated in this agreement in a reliable, caring and trustworthy manner. In consideration of the services as an express condition thereof, the client expressly waives and relinquishes any and all claims against the company and its employees, except those arising from negligence. Claims of negligence that involve a hired Independent Contractor, hired by New England Pet Nanny and Concierge, LLC., will be the responsibility of the Independent Contractor and the company they represent. All hired Independent Contractors are required to carry liability insurance with optional coverage or bonding through a reputable company.
- 👉 Client agrees to notify New England Pet Nanny and Concierge, LLC. of any concerns within 24 hours of return after service.
- 👉 This agreement is valid from the date signed, and replaces any prior Legal Considerations agreements. Client agrees to any future New England Pet Nanny and Concierge, LLC. term changes relayed verbally to the client, mailed or emailed in writing to the client, or posted on our website under the heading "policies".
- 👉 The owner states that he/she as read this agreement in its entirety and fully understands and accepts its terms and conditions.

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Client/Owner Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_