



# Happy Tails

pet care

## **Terms of Service Agreement**

Herein, the terms Client, Owner, Pet Owner, and Customer shall be considered synonymous with the person or persons contracting services with Happy Tails Pet Care (HTPC)

- An invoice for requested services will be submitted to the Client on Friday, the week before services are to be performed, or the day the Client makes the initial request. Payment is expected in full by 5:00 p.m. on the day before services are rendered. Payments are to be made via TimeToPet on the Client Portal, or will be automatically be charged by Happy Tails Pet Care (HTPC) with the Client's permission.
- HTPC agrees to remain adequately insured through Pet Care Insurance or a comparable entity, maintaining General Liability coverage to assist with the cost of claims due to injury or damages sustained by a third party during the course of business operations; Animal Bailee Coverage provides coverage in the event that injuries or damages are sustained by the Pet Owner's animal(s) while in the care, custody, or control of HTPC; Vet Bill Reimbursement for medical expenses (regardless of who is at fault) for the Owner's pet while in the care, custody, or control of HTPC; Lost Key Liability Coverage will assist with the cost of installing new locks or having the building rekeyed in the event HTPC is responsible for losing a key to the Client's residence or property.
- HTPC is not responsible for damage to the Client's home or other property or the property of others beyond the reasonable control of HTPC under normal conditions unless such damage is caused by a negligent act of HTPC. This includes, but is not necessarily limited to plumbing or structural leaks, electrical problems, or acts of nature. In such situations, HTPC will attempt to contact the Customer, and then the Customer's emergency contact, before making a subjective decision to deal with the problem in the event the Customer and emergency contact are unresponsive within a reasonable period of time. All repairs and related fees will be paid by the Client, or fully reimbursed to HTPC within seven (7) days.
- HTPC accepts no responsibility for security of the premises or damages or loss due to theft or negligence if other individuals have access to the Client's home property, or if the home is not properly secured by the Client or others.

- HTPC 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. HTPC will re-secure the home to the best of its ability at the end of each visit. While keys are in the possession of HTPC, they will be either on the Sitter's physical person, or be properly stored in a secure lock box.
- HTPC is not responsible for wilted, dead, or otherwise unhealthy plants. HTPC will work hard to follow your written directions as precisely as possible, but cannot be held responsible if the results are not favorable. HTPC is not responsible for water damaged areas or missed plants.
- At the time that service is confirmed, Client will notify HTPC of everyone who has been granted access to the home during the service period (relatives, service personnel, et al.).
- Customer must have legal rights to place the animals in the care of Pet Sitters, Kennels, and Veterinary Clinics. HTPC cannot service a home with "visiting" pets or animals that do not belong to the Customer without separate sets of agreement forms, including a Terms of Service Agreement, accepted and signed by each rightful owner(s).
- Pet Owner is responsible for pet-proofing house and yard, and the security fences/gates/latches. HTPC will not be responsible for the safety of any pets, and will not be liable for the death, injury, disappearance, or legal consequences of any pet with unsupervised access to the outdoors.
- 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, 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 HTPC within seven (7) days for all purchases made.
- Pet Owner will be responsible for all medical expenses and damages resulting from an injury to any person(s) by the Owner's pet. Pet Owner agrees to indemnify, hold harmless, and defend HTPC in the event of a claim by any person injured by the Owner's pet.
- This Agreement permits HTPC to accept all future telephone, text, or email requests, and to provide service without additional signed agreements.
- HTPC may, at their own discretion, end service at any time that a pet poses a danger to the safety or health of itself, other pets, or people. If such concerns prevent HTPC from continuing to provide service, the Owner authorizes the pet to be placed in a kennel, or previously arranged safe location, if possible. All subsequent charges, including but not limited to transportation, kenneling, tranquilizing, treating, accessing, and liability, are the responsibility of the Owner.

- HTPC agrees to provide agreed upon services in a manner that is trustworthy, caring, and dependable. In consideration of the services as an express condition thereof, the client expressly relinquishes any and all claims against HTPC, except those arising from negligence.
- Client agrees to address any concerns with HTPC, the services provided, or the condition of the Owner's pet, home, or property within 48 hours of service.
- The terms and conditions of this Agreement 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 Agreement was signed, at any and all locations the Customer designates for service.
- Any client that provides HTPC with a physical key as a means of access to their home, agrees to allow HTPC to make up to three (3) copies of that key, not to exceed three (3) copies. This is to ensure that authorized employees of HTPC can access the home in case of emergency, and to ensure that if the key is lost a replacement is immediately available. When not in use, all keys shall be secured in a locked safe on HTPC property. Keys will only be removed from the safe on the day of service, and will be returned to the safe when the service is complete. In the event that the client moves or no longer needs our services, HTPC will return all keys to the client or have them destroyed, per the client's preference.
- Any client that has a pet or pets that are typically allowed to roam freely outside the home acknowledges that HTPC will not let the pet(s) off-leash during the scheduled service, except in a safe environment in compliance with the laws of Orange County, Florida. Due to known wildlife, inclement weather, vehicular traffic, and other safety hazards within our service area, HTPC will not accept liability for potential harm to the animal regardless of its routine or microchip status.
- In the event of any emergency, HTPC will contact the Client immediately with a plan of action. Client acknowledges that all HTPC care providers are trained in Pet CPR and First Aid, and will use their skills to save the pet in the event of an emergency. HTPC is authorized to seek any emergency veterinarian assistance needed during visits, at the cost of the Client, from any veterinarian as chosen by HTPC, if a veterinarian designated by the Client is not available. In the event an HTPC care provider needs to perform CPR on the pet, the Client acknowledges the risk of bodily damage to the pet in order to save the pet's life.