

Nubby & Co. Service Contract Agreement

Nubby and Company, LLC (often referred to as **Nubby & Co.** throughout this contract), agrees to provide the following pet care services to:

Client: _____

Clients Spouse: _____

Any and all references to the term **Nubby & Co.** shall also include the company, its successors, members, agents, affiliates, employees, independent contractors, and subcontractors.

Client warrants to **Nubby & Co.** that their pet(s) is current on all shots required for good health and protection. Client gives **Nubby & Co.** permission to obtain medical care for the pet(s) in case of an emergency at the client/owners expense. In the event of pet death, we will have your vet make the necessary arrangements unless specified otherwise.

Client requests pet(s) to have outside access and releases **Nubby & Co.** from all liability for loss, injury, or death to the pet(s) while the pet(s) are in the care of **Nubby & Co.**, unless due to the negligence of **Nubby & Co.**

In order to provide future services, the client is requested to have 2 keys (not 1) retained by **Nubby & Co.** and the sitter. If a second key is not provided, there will be a \$10 charge to have one made. **Nubby & Co.** has permission to provide client's keys to any staff member that will be conducting the service requested by the client. Any locksmith fees incurred as a result of providing faulty keys is the financial responsibility of the client.

If the keys are not provided during the initial consultation visit, the client will drop the keys/garage door openers/etc., before the first pet care assignment. If instead, the sitter has to come pick up the key from the client other than during the initial consultation visit, the client will be charged a \$25 fee for the sitter's time.

If client wishes to supply **Nubby & Co.** with a new set of keys at any time, the client may drop them off to us at no charge, otherwise there will be a \$25 handling fee if the client requests that a sitter comes by to pick them up.

If the client requests that a hidden key/garage door opener/etc. be used, **Nubby & Co.** is released from all liability for loss or theft of said client's residence, pet, or personal property.

If the client chooses to have us provide them with a lockbox in which the keys would be contained in and kept outside the client's home, we can do so for a fee of \$30. When the service ends between **Nubby & Co.** and said client, the client may either keep the lockbox or return it for a credit of \$15.

Client agrees to authorize **Nubby & Co.** to enter their home as needed, to perform the necessary care of services requested by them. Client authorizes this contract to be valid approval for services so as to permit **Nubby & Co.** to accept all future phone calls, on-line, email, mail, or portal reservations for services and enter their home without additional signed contracts or written authorizations. In the event of a last minute emergency and the assigner sitter cannot conduct the service, the client understands that a substitute will conduct the service and the client will be notified.

All daily based services will be conducted within a window of time selected (usually 2 hours). This will be the timeframe that your sitter will arrive to your home. When scheduling a service it is often referred to as a time block in which you will select as the client. Time blocks selected are subject to availability.

For services provided, client agrees to pay for services on-time or in advance on our portal prior to any services being fulfilled. All credit card charges will be subject to a 2.9% admin fee and may change with proper notice to the client. A current credit card must also be on file to guarantee payment and the client agrees to update all credit card information in the event the card on file expires or changes prior to the next service being accepted by **Nubby & Co.** The client agrees to authorize **Nubby & Co.** to charge their credit card for reservations/services not paid before or at the time of the service.

The client agrees that **Nubby & Co.** has the right to assess additional charges in the event of client error. This includes home lock-outs (\$50 fee or \$60 if between 7pm-7am), trips to store due to inadequate supplies provided (\$25 fee plus cost of goods), cancellations less than 48 hours from service (results in no refund for service), and keys to be made (\$10 fee).

If the client has had an initial interview with a sitter and wants them to return for another interview, there is a \$25 charge for the sitter's time. Initial visits are free.

Nubby & Co. agrees to provide all services in a kind, reliable, and trustworthy manner. Client agrees to notify **Nubby & Co.** of any concerns within 24 hours of their return. In the case of an emergency, inclement weather, or a natural disaster, the client authorizes **Nubby & Co.** to use their judgment for the care and wellbeing of my pet(s) and/or house.

In the event of an emergency (injured pet(s), severe weather, broken pipes, natural disaster, etc.), **Nubby & Co.** is hereby authorized to take all measures deemed necessary or advisable by **Nubby & Co.** in its sole and absolute discretion in caring for pets and clients property (including without limitation emergency veterinary care for pets and emergency repair services for clients home) and client agrees to defend, indemnify and hold harmless **Nubby & Co.** from all liabilities, claims and expenses, including reasonable attorney fees, that arise from or relate to such decisions. In the event of such an emergency, client shall immediately reimburse for expenses incurred, plus any additional fees or expenses for attending to such an emergency.

Client acknowledges they are responsible for all medical expenses and damages resulting from an injury to a pet sitter, or other persons, caused by their pet or their negligence. Client understands that **Nubby & Co.** can terminate this contract if their pet becomes a threat to the safety or health of **Nubby & Co.** due to aggressive behavior. **Nubby & Co.** will attempt to contact the client if any issues arise. In the event that **Nubby & Co.** cannot reach said client, the client authorizes **Nubby & Co.** to place their pet(s) in a kennel with all charges arising to be paid by the client.

Nubby & Co. reserves the right to refuse service to any client at any time for any reason.

Additionally, the client releases **Nubby & Co.** from any claims and causes of action for damage to their home or pet(s) arising from their pet(s) coming through pass-through, doors left open; or if their pet(s) have free range of home. **Nubby & Co.** will not be responsible for pets defecation or urination on the beds/furniture; or the performance by **Nubby & Co.** of services for client pursuant to this contract. Client releases **Nubby & Co.** from any liability for acts of third parties who enter client's premises whether or not said entry is with clients consent during the time period governed in this agreement, unless such damage is by the gross negligence of **Nubby & Co.**

If client has no service activity for a period of 12 consecutive months, the clients file will become inactive, and the client gives **Nubby & Co.** permission to dispose of the clients keys/garage openers/etc.

There are no verbal understandings between the client and **Nubby & Co.** All conditions and requirements for the services are to be constructed in accordance with the laws of the State of Florida.

This agreement is dated and executed this _____ day of _____, 20____ by and between the parties below.

Client Name _____ Signature _____

Client Name _____ Signature _____

Accepted on behalf of **Nubby & Co.** by _____