

Service Agreement

Barksley LLC ("Barksley") is committed to providing reliable, professional, and compassionate pet care to Richmond pet owners. We value our relationships with our clients and their pets. We strive to be transparent and upfront with our clients in order to provide the best pet care possible.

A. Service Rates

30 Minute Visit	\$20
45 Minute Visit	\$30
60 Minute Visit	\$35
Holiday Fee	\$10
Additional Pet	\$5

Client agrees to adhere to all Barksley service rates and payment policies, which may be modified in its sole discretion by Barksley, from time-to-time.

B. New Clients

- 1. <u>Meet & Greet</u>. Clients must complete a Meet & Greet before the first scheduled service to ensure safe and quality pet care. There is no fee or charge for the initial Meet & Greet. There is no requirement to schedule services with Barksley after the Meet & Greet.
- 2. <u>Client Information Form</u>. Clients must complete and sign the Client Information Form before the first scheduled service. It is the responsibility of the client to update Barksley of any changes, such as, but not limited to, change of contact information, co-owner information, or visitors with access to the home.
- 3. Pet Information Form. Clients must complete and sign the Pet Information Form for each pet in the care of Barksley before the first scheduled service. It is the responsibility of the client to update Barksley of any changes, such as, but not limited to, allergies, medications, medical issues, surgeries, change in veterinary hospital, or changes in behavior. It is the responsibility of the client to inform Barksley if the pet is involved in any incidents involving fighting, biting, or aggressive behavior. Barksley reserves the right to refuse or cease service in the event that Barksley, in its sole discretion, deems the pet unsafe to be handled by a Pet Care Professional. In this unlikely event, prepaid services not yet marked as completed will be refunded to the client.
- 4. Veterinary Release Form. Barksley is authorized to seek veterinary or emergency veterinary care and is released from all liabilities related to transportation, treatment and expense, and against any and all claims by a third party. Barksley is authorized to approve medical and emergency treatment, excluding euthanasia, as recommended by the attending veterinarian. Barksley shall make every reasonable effort to utilize the client's preferred veterinary hospital and to provide prior verbal notice to the client. The client must reimburse Barksley promptly for any expenses incurred, plus pet taxi fees for travel and time, for attending to this need. Payment is due within 30 days of receipt of invoice

for these additional services.

- 5. <u>Proof of Vaccines</u>. Barksley must maintain a current copy of each pet's vaccines showing the pet's current vaccinations, date of when each vaccine was administered, and due date of each vaccine. Barksley must have a current record of vaccines for each pet in its care prior to any service. Barksley requires proof of Rabies for all dogs and cats over the age of 6 months.
- 6. Service Agreement. The terms of this Service Agreement ("Agreement") shall be ongoing until the client or Barksley terminates service. Client expressly waives and relinquishes any and all claims against Barksley. Client agrees that Barksley will not be liable for any claims of injury, illness, death, or damage to personal property during a scheduled service and that under no circumstances will Barksley be held liable for consequential damages. Client certifies to inform Barksley of any aggression or fear demonstrated by the pet so that it may be avoided or controlled while the pet is in the care of a Barksley caregiver. Client is responsible for any harm caused by their pet while in the care of Barksley. Client shall indemnify Barksley against any claims made against it or for losses or damages suffered by Barksley as a result of the client's pet.

C. Home Access & Security

- 1. <u>Key Policy</u>. Barksley requires a copy of the client's house key and any other device or information required to gain entry to the home and access to the pet for service. The key must be provided to Barksley at the client's expense and will remain in Barksley's possession until service is terminated or upon client's request. In some instances, Barksley will request an additional key at the client's cost. All client keys and information are stored in a secure location and clients' keys are not labeled with the client's name, address, or other identifiable information. Barksley will only enter a client's residence to provide the scheduled services under this Agreement. Barksley will not make a copy of any client's key unless client gives Barksley explicit permission.
- 2. <u>Pick Up/Drop Off Key</u>. Barksley recommends keeping a key on file for future service and convenience to the client. There is a \$10 fee to pick up or drop off a key outside of the Meet & Greet if the client wishes for Barksley to have a key copy only during scheduled times. Barksley will not pick up or leave a key hidden on the property for safety of the client's residence.
- 3. Access to the Home. Barksley will not enter the home for a scheduled service if an unknown car or person is on or in the client's property. Clients must always inform Barksley if another person will be in the residence at the time of scheduled pet care service. If deemed appropriate, Barksley will contact the police to notify of possible danger.
- 4. Other Scheduled Services. Barksley is not liable and is completely indemnified for any and all liability stemming from the act(s) or failure to act of third parties, whether known or unknown, including but not limited to, friends, neighbors, relatives, or other service persons or contractors, that shall enter a client's residence for any purpose while Barksley is caring for the client's pet(s).

D. Scheduling and Billing

- 1. <u>Scheduling Requests</u>. Clients may call, text, and email Barksley at any time with inquiries or to schedule, change, or cancel service. We check voicemails, texts, and emails periodically throughout the day and over the weekend. We strive to respond to all clients as quickly as possible.
- 2. <u>Billing</u>. All services must be paid prior to the service starting. Barksley reserves the right to not perform a scheduled service if payment is not received before start time of scheduled service. Barksley is not responsible for any monetary losses a client may incur, damage to property, or injury to the pet(s) if services are cancelled due to lack of payment.
- 3. Payment. Clients may pay either by Venmo or bank transfer by clicking on 'Pay Now' in the invoice provided by Barksley. These two payment methods are free to the client and to Barksley. Any client who requests to pay with a credit card, PayPal, or any payment method that results in Barksley incurring a processing fee will have a 3.0% processing fee added to the invoice. Barksley does not accept cash or check, unless client is grandfathered in from a previous policy. Client agrees to pay Barksley at the rates agreed upon in this Agreement. Barksley may unilaterally update its price list at any time without prior notice. Client agrees to pay additional fees such as Holiday Fee, in addition to the standard fees, as defined in this Agreement. Client agrees to pay Barksley one hundred percent (100%) of the total value of the contacted services prior to the rendering of such services. Services scheduled for dog walking must be paid a minimum of 24-hours prior to the start of the scheduled service. Services scheduled for pet sitting must be paid in full at the time of booking in order to finalize the services.
- 4. <u>Time Blocks</u>. Barksley tailors each scheduled service to the client and pet. Knowing that pets, weather, and traffic can be unpredictable at times, we strive to be on location at the scheduled start time. Barksley will notify the client of any late arrivals with as much advance notice as possible. A late arrival is considered more than one hour past the scheduled start time.
- 5. <u>Same Day or Last Minute Scheduling</u>. We understand that things come up and plans change. We do our best to accommodate every request, but cannot guarantee service without sufficient notice of more than 24 hours in advance of the service beginning. There is no surcharge or fee for same day or last minute scheduling.
- 6. <u>Holidays</u>. There is a \$10 Holiday Fee added to each service scheduled on the following holidays New Years Eve, New Years Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Thursday and Friday, Christmas Eve, and Christmas Day.
- 7. <u>Holiday Cancellations</u>. The pet service industry sees a large influx of requests during the holiday seasons. We encourage our clients to schedule and finalize their pet care needs well in advance of the holidays to ensure that we can accommodate their needs. Cancellations of any service made fourteen (14) or fewer calendar days prior to the scheduled service beginning will result in the client forfeiting 50% of the total invoice and leaving the remaining 50% eligible for refund. Cancellations made more than fourteen (14) calendar days prior of the scheduled service beginning are eligible for a full

refund or rescheduling service(s) without incurring a fee or penalty. There are no refunds, credits, or the option to reschedule once the pet sitting service begins. Once the scheduled service begins, the client is no longer eligible for a full or partial refund, credit, or the option to reschedule service(s). Barksley will work with clients in the event of severe weather, life threatening emergencies, or a death in the family.

- 8. <u>Dog Walking, Home Visit, and Poop Clean Up Cancellations</u>. Services can be rescheduled or cancelled without the client incurring a fee or penalty if arranged more than 24 hours in advance of the scheduled service start time. For cancelled services made 24 hours or more in advance of the scheduled service, the client will have a credit on their account that may be used for the next scheduled service. Cancellations made within 24 hours of the scheduled service will result in the service being marked as completed and the client will not be eligible to reschedule the service or receive a refund.
- 9. Pet Sitting Cancellations and Early Returns. It is not out of the ordinary for travel plans to change at the last minute or during the trip itself. However, we ask our clients to understand that we schedule pet care around their needs are we are forced to deny service when all time slots are booked. Therefore, cancellations made within seven (7) or fewer calendar days of the scheduled service beginning will result in the client forfeiting 50% of the total invoice and leaving the remaining 50% eligible for refund. Cancellations made more than seven (7) calendar days prior of the scheduled service beginning are eligible for a full refund or rescheduling service(s) without incurring a fee or penalty. There are no refunds, credits, or the option to reschedule once the pet sitting service begins. Once the scheduled service begins, the client is no longer eligible for a full or partial refund, credit, or the option to reschedule service(s). Barksley will work with clients in the event of severe weather, life threatening emergencies, or a death in the family.
- 10. Pet Taxi Billing. Pet Taxi fees are based on the type of service and distance requested.
- 11. <u>Pet Taxi Cancellations</u>. Pet Taxi Within Service Area trips can be rescheduled or cancelled without the client incurring a fee or penalty if arranged more than 24 hours in advance of the scheduled service starting. Cancellations made within 24 hours of the scheduled service will result in the service being marked as completed and the client will be invoiced the amount listed on the estimate provided to client prior to service minus mileage.

E. Services

1. <u>Dog Walking</u>. Barksley recommends scheduling dog walking services on a regular basis to develop a routine for the dog. We offer reoccurring scheduling and invoicing on a weekly, bi-weekly, or monthly basis, which can be ended at any time, for any reason, without incurring a fee or penalty. Reoccurring scheduling and invoicing guarantees the client's preferred day(s) and time slot and emails the client an invoice on the selected frequency. Clients may also schedule dog walking services on an as needed basis, however, days and time slots are not guaranteed. Barksley reserves the right to apply an Additional Dog Fee to each service that includes care for more than one pet in the same household. Barksley reserves the right to walk multiple dogs from the same or different

clients simultaneously.

- 2. Pet Sitting. For the health and well being of the pet, Barksley requires a minimum of three 30-minute visits for dogs and a minimum of one 30-minute visits for cats every 24-hour period of the pet sitting period. Barksley creates a Pet Care Plan along with the Client to determine the number of daily visits that is most appropriate for the health and well being of the pet(s).
- 3. "Honey, I'm Home" Calls. At the end of a trip, we require our clients to let us know they returned home safely. Clients may call, text, or email at any hour. If we do not hear from a client, we will make every reasonable effort to get in touch and we will continue pet sitting visits at the expense of the client to assure the safety and well being of the pet. In these instances, the client will be invoiced following the last performed visit and payment is due upon receipt.
- 4. <u>Unforeseen Purchases</u>. Barksley highly recommends that clients review all items necessary and essential to the health and well-being of their pet to ensure supplies will not run out during the pet sitting period. These necessary and essential items include, but are not limited to, the pet's food, poop bags for dogs, cat litter for cats, medication, and cleaning supplies. Barksley will purchase essential items, if deemed necessary and after speaking with the client, and will retain the receipt of purchase for reimbursement. The client is responsible for reimbursement of these items plus pet taxi fees due upon receipt of invoice.
- 5. Pet Taxi Within Service Area. Barksley offers the convenience of a pet taxi service to transport pets around town. We offer one-way and round-trip services. The service is considered "Within Service Area" when both the pick up and drop off locations is within the Service Area. Service time starts upon arrival to pick up the pet and stops when the pet is safely and securely dropped off at the destination location. Mileage from the pick up to the drop off location is billed to the client. Service time continues to run for round-trip services that include waiting on the pet.
- 6. Pet Taxi Outside Service Area. The pet taxi service is considered "Outside Service Area" when either one or both of the pick up or drop off locations is outside the Service Area. If the pick up location is within the Service Area, service time and mileage starts upon arrival to pick up the pet. If the pick up location is outside the Service Area, service time and mileage starts when Barksley starts traveling to pick up the pet. If the drop off location is within the Service Area, service time and mileage stops when the pet is safely and securely dropped off at the destination location. If the drop off location is outside the Service Area, service time and mileage stops when the driver has returned to Barksley's main office after dropping off the pet at the destination location. Service time continues to run for round-trip services that include waiting on the pet.
- 7. Poop Clean Up. The Poop Clean Up service only includes the action of picking up dog or cat feces on a client's property or cleaning a litter box in or on a client's property. Barksley does not spray lawns or yards with any chemical or sanitizing agent. The client must provide the poop bags, plastic grocery bags, or pooper scooper required to pick up feces as well as a trash can to discard of the waste. For litter boxes, the client must

provide all items and supplies to clean and refill the litter box.

F. General

- 1. <u>Privacy Policy</u>. All client and pet information is kept private and confidential. Barksley highly values its relationships with its clients and pets. We will never share or sell your name, phone number, email address, or any other contact or demographic information.
- 2. Right to Terminate Agreement. Barksley reserves the right to terminate this Agreement and any service order at any time before or during its term is Barksley, in its sole discretion, determines that the client's pet(s) poses a danger to the health or safety of Barksley or third parties. If Barksley terminates because of such danger while caring for pet, Barksley is authorized to place pet(s) in a kennel at the client's expense. Client will promptly reimburse Barksley for any fees that Barksley must pay to secure such placement of pet(s).
- 3. Photo Policy. Client authorizes Barksley to publish photographs taken of their pet and the pet's name and likeness for use in Barksley's print, online, and video based advertising, marketing, and social media materials, as well as company publications. Client releases and holds Barksley harmless from any reasonable expectation of privacy or confidentiality associated with any photograph of client's pet. Client acknowledges that pet's participation of any photographs taken by Barksley is voluntary and that the client will not receive financial compensation of any type associated with the taking or publication of these photographs, or participation in company marketing materials or other company publications. The client agrees that publication of said photos confers no rights of ownership or loyalties whatsoever. The client releases Barksley from all liability for any claims by the client or a third party in connection with pet's participation.
- 4. <u>Animal Behavior</u>. Barksley does not accept responsibility or liability for animal behavior, normal or otherwise, which result in injury to client's pet(s). If a Barksley pet caregiver is harmed or injured by the client's pet, the client accepts full responsibility for the cost of any necessary medical attention required by the Barksley pet caregiver or the client's pet. Client agrees that Barksley shall not be held responsible for any damage to the client's property caused by the client's pet(s) while pet(s) is in the care of Barksley.
- 5. <u>Inclement Weather</u>. In the event of inclement weather, Barksley will make every reasonable effort to continue service. In the event of inclement weather, natural disaster, or national emergency, Barksley is entrusted to use best judgment in caring for pet(s), personal property, and home. Client agrees to hold harmless Barksley for damages or liabilities related to any such decisions.
- 6. <u>Fences</u>. Barksley is not responsible or liable for client's pet that escapes, becomes lost, or is injured, fatal or otherwise, when the client instructs Barksley to allow the client's pet in fenced yard without a leash. This includes electronic, wood, metal, or any other type of fence. Barksley reserves the right to refuse yard play if the yard poses a threat to pet or Barksley caregiver.
- 7. <u>Pet Waste</u>. Barksley will dispose of all pet waste in a trash bin located outside of the residence or in a public receptacle. Client must provide poop bags or other appropriate

waste disposal bag for Barksley's use during service.

- 8. <u>Leashes</u>. Barksley requires that all dogs walked outdoors wear a collar with identification tags and be on a leash. Barksley does not allow retractable leases to be used due to safety.
- 9. <u>House Cleanliness</u>. Barksley will clean up any accidents caused by the client's pet to the best of our ability. Client shall pay Barksley at an hourly rate of \$30/hour if additional time is required to clean up accidents caused by the client's pet.
- 10. <u>Human Interaction</u>. Barksley does not allow interaction between the client's pet(s) and any other people while in our care. Animal behavior can be unpredictable and our main concern is safety. For this reason, the client's pet(s) is kept away from known and unknown people.
- 11. Other Dogs. Barksley does not permit interaction between the client's dog and other dogs on walks with the exception of other dogs in Barksley's care.
- 12. <u>Household Emergencies</u>. Client must provide name and number of a trusted maintenance company or contractor who can attend to any household emergencies that may arise during the client's absence. This includes but is not limited to visible water leaks, broken windows, and malfunctioning appliances. Client must discuss any continuous or recent household problems during Meet & Greet or when scheduling services.
- 13. <u>Thermostat</u>. Client must set thermostat to a normal, comfortable range for pet throughout the day. Barksley is permitted to adjust the thermostat to ensure the health and comfort of the client's pet.

Client authorizes this signed Agreement to be valid approval for future services and charges of any purpose of this Agreement permitting Barksley to accept verbal, telephone, text, and/or email requests for services and to enter premises without additional signed agreements or written authorization.

I have reviewed this Service Agreement, and I understand and agree to its terms		
Owner's Name	Date	
Owner's Signature		