Foxy & The Hound Pet Sitting

Terms and Conditions

Below is the client agreement required to engage with Foxy & The Hound Pet Sitting for pet care services. By entering into a contract with Foxy & The Hound Pet Sitting and signing the provided liability waiver you acknowledge that you understand and agree to the conditions of this agreement.

Definitions
"You" or "the Owner", as it appears in this agreement, refers to (you) the client, your spouse, partner, or co-pet owner, your family, or anyone you authorize to represent you.

"The Sitter", as it appears in this agreement, refers to the individual representing Foxy & The Hound Pet Sitting that will be directly providing the agreed upon services, as well as any authorized person accompanying the Sitter during the stay.

"The Company", as it appears in this agreement, refers to owners, principle members, employees, or any other designated representatives of Foxy & The Hound Pet Sitting.

"The stay", as it appears in this agreement, refers to the agreed upon duration for which the Sitter will be providing services for the Owner. "Drop-ins", as it appears in this document, refers to stays that do not require the Sitter to reside on the premises overnight and are less than a day in length. "In-home stays", as it appears in this document, refers to stays that do require the Sitter to reside in the residence overnight for and are two or more days in duration.

"The pet(s)", as it appears in this agreement, refers to the pet or pets agreed upon between the Owner and the Company when booking the stay as being under the care and responsibility of the Sitter.

Agreement
The Owner agrees that they have requested the services of Foxy & The Hound Pet Sitting to take care of their pet(s), to pay the charges for the services provided as outlined in this agreement, and will adhere to all the requests below as necessary.

Qualifications and Credentials
The Owner acknowledges that the Sitter is a licensed, practicing Registered Veterinary Technologist (RVT) with the Alberta Veterinary Medical Association (ABVMA); a Certified Training Partner with the Karen Pryor Academy (KPA CTP), and is Fear Free Certified through Fear Free, LLC and Low Stress Handling Certified through Low Stress Handling University, and insured under PROfur.

The Sitter agrees to provide the agreed upon services in accordance with these terms and conditions in a reliable, caring, and trustworthy manner, and to prioritize the health and safety of themselves and the pet(s) with consideration for the property and requests of the Owner. In consideration of these services and as an express condition thereof, the Owner expressly waives and relinquishes and and all claims against the Sitter except for those arising from the negligence of the Sitter.

Property Authorization
The Owner acknowledges that they are the legal owner of the pet(s) or authorized by the legal owner of the pet(s) to represent them, and authorized to allow the Sitter to reside in the residence located at the address provided for the stay.

The Owner will provide a means of access and security for the residence in the form of a key or access code, as well as any required information needed to enable or disable any security systems if necessary. If there is a security system, the Owner should provide as applicable:

- The location of the key pad or interface
- Instructions for how to disarm the alarm
- Instructions for how to arm the alarm (Away or Stay)
- The alarm password needed if a false alarm is triggered and the security company contacts the sitter
  Please notify your security provider that the Sitter is authorized to enter your property.

If there is any additional security - neighbourhood security gate, secure apartment access, etc. - the Owner will provide this as well.

Pet Ownership
The Owner acknowledges that they have the legal rights to place the described pet(s) in the care of the Sitter, and that no additional pet(s) will reside at the residence for the duration of the stay.

Pet and Home Safety
The Owner agrees to inform the Sitter of any known behavioural concerns with the pet(s) that may cause any risk of injury to the pet(s), other pet(s) in the residence, the Sitter, or any people or other animals that may be encountered during walks and while outside of the residence.

The Owner agrees to inform the Sitter of any known health concerns with their pet(s), including but not limited to concerns that require specific care or treatment or may result in an increased risk of illness or injury to the affected pet(s), the Sitter, or other animals that the pet(s) or Sitter may come into contact with.

The Owner agrees to ensure that the residence including outdoor areas that the Sitter will be expected to make use of during the stay with the pet(s) are safe and secure and that the pet(s) are not able to escape. The Owner will also ensure that there are no other safety concerns

present in the resident or other areas the Sitter will be required to make use of that could pose a risk of injury to the pet(s) or the Sitter, that if any such concerns do exist prior to the stay they are addressed, and if the concerns are not able to be addressed that the Sitter is informed of them. The Owner acknowledges that outdoor areas cannot reasonably be 100% secure, and that the Sitter is not liable or responsible for pet(s) that escape, are injured or become lost, fatal or otherwise, when given access to a presumed secure outdoor fenced area.

The Owner agrees to provide all necessary equipment, in good working condition, required to take the pet(s) out into an unsecured area or outside of the residence, including but not limited to, where applicable:

- Leashes
- collars/harnesses
- Identification tags
- Waste collection bags

The Owner acknowledges that the Sitter will not take the pet(s) out of the residence or into an unsecured area of the residence without a provided leash and collar and/or harness.

If possible, the Owner agrees to ensure all identification tags including but not limited to those on collars, leashes, harness as well as microchips are up-to-date and registered if applicable.

The Owner agrees that they hold responsibility to provide the necessary, functioning, safe, clean equipment and supplies needed for care of their pet(s) including but not limited to:

- Clean litter box(es)
- Litter bags
- Cat litter
- Litter scoop
- All pet food and treats
- Cleaning supplies including vacuum, broom/dustpan
- Medication as prescribed by a veterinarian

In the event that the Sitter must purchase supplies that have run out or are missing during the stay, receipts and invoices will be provided and reimbursement will be due no later than 48 hours after the end of the stay. In the event it is necessary to initiate collection proceedings of these or any other required reimbursements or other fees owed, the Owner will be responsible for all associated costs.

Visitors

The Owner agrees that the Sitter cannot be held liable for any damages to property or the pet(s) if the Owner allows any other person, whether a neighbour, friend, family member, or other person, to enter the home during the duration of the stay. The Owner agrees that if any person other than the Sitter is allowed access during the stay that they must notify the Sitter. The Company cannot be held liable for the actions or or any damages or losses caused to the residence or the pet(s) by any individuals granted access to the residence by the Owner during

the stay, nor can they be held responsible for any injury to any other individual in the residence by the pet(s).

Service Rates
The Company will provide a quote for the cost of the services when the services are requested and before the stay is confirmed. The current rates for services are available by request at the Foxy & The Hound Pet Sitting website and are subject to change. The Company reserves the right to increase rates without notice. Additional fees may apply depending on length of stay, holidays, and other potential factors, which will be described when relevant in the provided quote.

Payment Schedule
Drop-ins are required to be paid in full by the Owner at time of booking, and may be purchased as individual instances or as packages of multiple drop-ins over a period of time.

In-home stays will require a non-refundable deposit at time of booking, and the remainder to be paid in full prior to the beginning of the stay, the specific timeframe of full payment being included in the provided quote.

Cancellations
Cancellations of an in-home stay made less than 7 days prior to the scheduled start of the stay may be subject to a cancellation fee, detailed on the provided quote.

Emergencies
The Sitter is authorized and licensed where applicable to perform care and services as outlined in this agreement. Both the Sitter and the Owner recognize that the welfare of the pet(s) is the highest priority. If possible, the owner may provide a preferred licensed Veterinarian in case of emergencies as described in this agreement.

In case of emergency the Sitter will make every effort to contact the Owner of the pet(s) first. However, if time is of the essence or the Sitter is unable to reach the client or an authorized emergency contact, the Sitter is authorized to take additional steps as may in the reasonable judgement of the Sitter be considered necessary or appropriate for the health and welfare of the animal, including but not limited to:

(a) consultation with a preferred Veterinarian as provided by the Owner, or with an emergency veterinary care provider should the preferred Veterinarian be unavailable;
(b) authorizing care and treatment as recommended by the Owner's preferred Veterinarian or an emergency veterinary care provider (Emergency Veterinarian), excluding euthanasia; and
(c) such other steps as may in the reasonable judgement of the Sitter to be considered necessary or appropriate for the health and welfare of the pet(s).

The Sitter will not be held accountable for any illness or injury that occurs, or if injured or ill pet(s) do not survive transport or treatment.

As of May 2023, the Emergency Veterinarian that will be used if the preferred Veterinarian is unavailable or if due to the nature of the emergency the Sitter considers it a necessary or appropriate course of action is VCA Canada Guardian Veterinary Center, a 24/7 emergency vet clinic located at 5620 99 St NW. If urgency requires it the closest available emergency vet clinic will be used instead to prioritize the wellbeing of the pet(s).

Preferred Veterinarian
If there is a preferred Veterinarian for the care and treatment of the pet(s), the Sitter will make reasonable attempts to contact this Veterinarian if the Sitter is unable to contact the Owner first, before contacting the listed Emergency Veterinarian, unless in the Sitter's judgement emergency care is the necessary or appropriate course of action due to urgency, severity, or any other reason.

Additional Expenses and Fees
The Owner agrees to be responsible for all fees and expenses incurred for care and treatment of the animal as described in this agreement, and release and hold the Sitter harmless from all liabilities related to transportation, treatment, and expense. The Owner agrees to reimburse the Sitter for any expense incurred, plus any additional fees for attending to animal's needs or any expenses incurred for any other home/food/supplies needed.

In order to ensure that necessary care and treatment is provided as quickly as necessary, it is recommended that the Owner makes arrangements with their preferred Veterinarian to have a current and valid method of payment available. If the Owner is not able to make arrangements to have a current and valid method of payment available at the preferred Veterinarian, a method of payment may be provided to the Sitter only to be used for fees and expenses incurred for care and treatment of the animal as described in this section.

Emergency Contact
The Owner must provide the details of an emergency contact for any emergency situations in which urgent action is required and the Sitter is unable to contact the Owner in a necessary timeframe for whatever reason.

Camera Policy
The Owner agrees that the Sitter has a reasonable expectation of privacy in certain areas of the residence, and as such no device(s) will record anything done or said in any bathroom(s) or shower(s) in the residence. In addition, while the Sitter is indoors in the residence there will be no audio recording therein, and no recording of any kind in any area where it has been agreed upon for the Sitter to sleep, such as a bedroom assigned to the Sitter for use during the stay.

Property Damage
The Owner agrees that they are responsible for any injury caused by any condition of their property. The Owner agrees that if a problem arises, such as an AC or heater failure, power outages, pipe rupture, flood, earthquake, fire, break-in, etc. the Sitter will make every effort to contact the Owner and follow their instructions. If the Owner nor their designated Emergency Contact(s) cannot be reached, or immediate action is necessary for the health, safety, or welfare of the pet(s), the Sitter is entrusted by the Owner to use their best judgement and will not be held liable for the consequences related to such decisions.

The Owner authorizes the Company to make any repairs it deems necessary, and further agrees to reimburse the Company for all expenses incurred for repair of property and to hold the Company harmless for any repairs.

Termination
The Owner and the Sitter both may terminate this agreement at any time by written notice to the other. The Sitter will be entitled to payment for all services rendered until notice of termination was received, and for any transition services reasonably required to provide for the health and welfare of the pet(s). The Sitter will not terminate during the stay unless the Sitter determines that a danger exists to their health or safety. If such concerns preclude the Sitter from providing further care, the Owner authorizes the pet(s) to be placed in a kennel or other similar boarding facility, and the Owner agrees to accept all expenses and fees incurred. Every attempt will be made to notify the Owner regarding such a situation.