

The Client wishes to engage Tails on Time (hereinafter named the Sitter) and the Sitter agrees to undertake the services under the terms and provisions defined in this agreement.

1. Relationship and Responsibilities

It is expressly understood that the Client retains the services of the Sitter as an Independent Contractor and not as an employee. The Sitter shall be responsible for his/her insurance and all statutory declarations and payments with regard to income tax and VAT where applicable. The Sitter undertakes to perform the agreed-on services in an attentive, reliable and caring manner and the Client undertakes to provide all necessary information to assist in this performance.

2. Compensation

2.1. The Client agrees to make payment in full prior to the first visit.

2.2. Payment shall be charged to the card on file 1-3 days before the start of service for non-holiday bookings and 14 days before the start of service for any booking including a holiday. Please see Cancellation or Termination section for a list of applicable holidays. For new clients, payment is due on the day of the consultation.

2.3. No deductions shall be made for late departure or early return of the Client.

2.4. Additional fees may include the unplanned purchase of necessary items for the care of the pet(s), including but not limited to pet food, litter or cleaning supplies, transportation, unexpected visits and emergency expenses for health care. The Sitter shall retain and submit receipts as proof of additional expenses. In addition, the Client will be charged a trip fee of \$10.00 per 10 miles traveled, with a minimum fee of \$10.00. Any charges for unplanned services will be due upon completion of the service. Invoice for additional charges and receipts for purchases (hard copies or scans of hard copies) will be emailed to Client, mailed to Client, or left at Client's home upon completion of service engagement.

2.5. Payments over 30 days past due will be charged a 5% late fee, 60 days a 10% late fee, and after 90 days court proceedings will be started. The Client will reimburse all attorney's fees and court costs of the Sitter if the Sitter has to go court in order to receive payment for the services rendered.

3. Terms

3.1. The Client gives the Sitter permission to enter the Client's home and care for their home and animals during the period for which the Client is booking service and on an as needed basis.

3.2. The term of this agreement may be extended if requested by the Client and so accepted by the Sitter.

3.3. If the Client is using the Sitter's services because he/she is away on a trip, then the responsibility shall be on the Client to confirm his/her return from said trip and his/her availability to resume care of the property and pet(s). If the Client fails to do so, the Sitter may perform additional visits in the interest of the pet(s), and the Client will be responsible for any fees incurred as a result.

3.4. Client agrees to notify the Sitter of any concerns related to agreed upon services within 24 hours of return home.

4. Cancellation or Termination

4.1. Non-Holiday Cancellations - Client must notify the Sitter at least 24 hours before the first scheduled visit of a service (for service bookings not including a holiday) in order to incur no cancellation fees. Cancellations made less than 24 hours before the first scheduled visit of a service are subject to a cancellation fee of 50% of the remaining total due for services. Leftover payment from cancellations will be applied as a credit with Tails on Time toward future services.

4.2. Holiday Cancellations - Client must notify the Sitter at least 10 days before the first scheduled visit of a service (for service bookings including a holiday) in order to incur no cancellation fees. Cancellations

made less than 10 days before the first scheduled visit of a service are subject to a cancellation fee of 50% of the total due for services. Cancellations made less than 7 days before the first scheduled visit of a service are subject to a cancellation fee of 100% of the total due for services. Prepayment of the total amount due is required for holiday bookings, and it must be received at least 2 weeks before the first day of service for the booking. Leftover payment from cancellations will be applied as a credit with Tails on Time toward future services. Applicable holidays are: New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve.

4.3. Dog Walk Cancellations - Client must notify the Sitter at least 24 hours before any scheduled visit (for service bookings not including a holiday, 7 days before a scheduled booking including a holiday) in order to incur no cancellation fees. Cancellations made less than 24 hours before any scheduled visit but before 7am the day of the visit(s) are subject to a cancellation fee of 50% of the cost of service for that day. Same day cancellations made after 7am the day of are subject to a 100% cancellation fee. This policy applies to Dog Walk visits only, not Pet Sitting visits. These are recurring visits in which the Client is in town for the visit. Leftover payment from cancellations will be applied as a credit with Tails on Time toward future services.

4.4. No refunds will be issued for late departure from the home or early return to the home. And if the Client is present in the home when the Sitter arrives for a scheduled visit that the Client neglected to cancel, the Client will be responsible for the entire amount owed for that particular visit and 100% of what is due for any remaining visits in the booking.

4.5. Should any pet become aggressive or dangerous, the Sitter may:

4.5.1. Arrange with the Emergency Contact (as listed on the Client Information tab) to assume responsibility for the pet until the Client's return;

4.5.2. Place the pet into a kennel or animal care facility at the Client's expense if the Emergency Contact is unable or unwilling to assume responsibility for the pet or if no Emergency Contact was supplied.

4.5.3. In either event as described in 4.4.1. and 4.4.2. above, this agreement shall be deemed terminated unless the Sitter agrees to continue with other home caring duties and/or caring for other listed pets at no reduction in compensation.

4.6. Any incomplete, wrongful or misleading information in the Client Information or Pet Information tabs may constitute a breach of terms of this agreement and be grounds for instant termination thereof. It is the duty of Client to provide Sitter with all information reasonably necessary for the proper care of the pets by Sitter.

4.7. Termination under the circumstances described in 4.4 or 4.5 above shall not entitle the Client to any refunds nor relief of any outstanding payments due.

5. *Liability*

5.1. The Sitter will carry liability insurance relative to the services performed for the Client. A copy of the insurance policy will be provided to the Client upon request.

5.2. The Sitter accepts no liability for any breach of security or loss of or damage to the Client's property if any other person has access to the property during the term of this agreement. This also includes a breach related to a window or door to the home being left unlocked by the Client or a breach related to a hidden key being left on the property by the client or sitter.

5.3. The Sitter shall not be liable for any mishap of whatsoever nature which may befall a pet or caused by a pet who has unsupervised access to the outdoors.

5.4. The Client shall be liable for all medical expenses and damages resulting from an injury to the Sitter or any other party (human or animal) caused by the pet. It is also expressly understood that the Client is

responsible for any damage to client's property, or that of others, caused by client's pets during the period in which they are in Sitter's care.

5.5. The Sitter is released from all liability related to transporting pet(s) to and from any veterinary clinic or kennel, the medical treatment of the pet(s) and the expense thereof.

5.6. The Sitter will administer medications as directed but cannot be held responsible for complications that arise as a result. Under no circumstances will the Sitter care for any pet that has any form of active contagious illness.

5.7. If anyone will be entering the Client's home while it is under the Sitter's care, the Client agrees to notify the Sitter in advance. The Sitter will not enter an occupied home if he/she has not been previously made aware of visitors. Similarly, unless the Sitter receives instructions from Client, we will not grant access to the home to any visitors.

5.8. The Sitter does not accept liability for other individuals that have access the Client's home prior to, during, or immediately after the Sitter's services have been rendered. It is understood that anyone with access to the home will be notified of the Sitter's presence and vice versa. The police will be called, without exception, on all intruders or suspicious acts.

5.9 The Sitter shall not be liable for any costs, expenses or damages to persons or property arising out of, directly or indirectly, a breach by Client of its obligation to provide complete and accurate information as required by Section 4.6 hereof.

5.10 Unless given express permission by the Sitter (Tails on Time), the Client agrees that they will not have anyone else caring for their pets during the term of the Sitter's care. If a third party (unrelated to Tails on Time) is caring for the Client's pets during the Sitter's dates of care, with or without the permission/knowledge of the Sitter, the Sitter shall not be held liable for any injury to, loss of, or medical expenses for pets that have been left under the care of the Sitter.

6. Indemnification

The parties agree to indemnify and hold harmless each other as well as respective employees, successors and assigns from any and all claims arising from either party's breach of representations herein or its willful or negligent conduct.

7. Emergencies

7.1. In the event of a pet emergency, the Sitter shall attempt to contact the Client at the numbers provided to confirm the Client's choice of action. If the Client cannot be reached timeously or in cases of extreme emergencies, the Sitter is authorized in its sole discretion to: Transport the pet(s) to the listed veterinarian; Request on-site treatment from a veterinarian; Transport the pet(s) to an emergency clinic if the previous two options are not feasible.

7.2. In the event of inclement weather, natural disaster, or act of war the Sitter is entrusted to use best judgment in caring for pet(s) and home. The Client recognizes that in the event of inclement weather, natural disaster, or act of war, the Sitter reserves the right to alter services outlined in this contract.

7.3. In the event of personal emergency or illness of the Sitter, the Client authorizes the Sitter to arrange for another qualified person to fulfill agreed upon responsibilities as set forth on this agreement. The Client will be notified in such case.

8. Security

8.1. The Sitter warrants to keep safe and confidential all keys, remote control entry devices, access codes and personal information of the Client. The Client may agree to allow the Sitter to keep their keys on file in a secure location for future services. If the Client would like their keys returned, the Sitter can leave them at the residence at the last visit or mail them to the Client free of charge. If the keys are left at the last visit by the Sitter, the Client understands that the Sitter will not be able to enter the home again

for any additional visits if they are needed. If the Client would like the keys dropped off at their residence in person, the Client agrees to pay \$10.00 drop-off fee. The Client also agrees to pay \$10.00 pick-up fee if the Sitter needs to travel to the home to pick up keys for future services.

8.2. The Client gives the Sitter the authority to use the services of a locksmith in the event of malfunction of the lock, keys, or automatic door opener. The Client also agrees to reimburse the Sitter immediately for all costs incurred, and to hold the Sitter harmless for consequences related to the activities of the locksmith.

8.3. The Client will provide the Sitter with 2 copies of the key to their home to either keep on file for future services or the client will provide 2 copies of the key at the start of each service. If, at any time, the client provides the Sitter with only 1 copy of their key, the Sitter has the right to make one copy of their key. The Client agrees to pay the Sitter a \$15 fee for this service. The only exceptions to this policy are if the Client's home has an electronic lock on the door or if the Client provides the Sitter access to a lockbox to their home containing their key.

9. Photo and Video Release

9.1. The Client grants the Sitter the right and permission, in connection with the photographs/videos he/she has taken of my pet, or which may be included with others, the following: (a) the right to use and reuse, in any manner at all, said photographs/videos, in whole or in part, modified or altered, either by themselves or in conjunction with other photographs/videos, in any medium or form of distribution, and for any purposes whatsoever, including, without limitation, all promotional and advertising uses, and other trade purposes, if he/she so desires; and (b) the right to copyright said photographs in his/her own name or in any other name that he may select. The Client waives the right to inspect or approve any use thereof.

9.2. The Client hereby forever releases and discharges the Sitter from any and all claims, actions and demands arising out of or in connection with the use of said photographs, including, without limitation, any and all claims for invasion of privacy and libel. This release shall inure to the benefit of the assignees, licensees and legal representatives of the Sitter, as well as the party(ies) for whom he/she took said photographs.

10. Future Services

The Client authorizes this agreement to be valid approval for future services so as to permit the Sitter to accept all future telephone, online, text, mail or email reservations and enter the Client's home without additional signed contracts or written authorizations. The Client also agrees to any future changes the Sitter might have in rates or terms of service. The Sitter agrees to notify the Client when a service is scheduled if there are any changes in rates or terms of service.

11. Relaxation of Terms

No relaxation, indulgence, waiver or release by any party of any of the rights in terms of this Pet Sitting Contract on one occasion shall prevent the subsequent enforcement of such rights and shall not be deemed to be a waiver of any subsequent breach of any of the terms.

12. Whole Agreement

This agreement, and the information provided in the Client Information tab and Pet Information tab constitute the sole and entire agreement between the parties with regard to the subject matter hereof and the parties waive the right to rely on any alleged expressed or implied provision not contained therein. Any alteration to this agreement must be in writing and signed by both parties.

13. Assignment

No party may assign any of its rights or delegate or assign any of its obligations in terms of this agreement without the prior written consent of the other party, except if inclement weather or a bona fide emergency prohibits the Sitter from fulfilling his/her duties in which event the pet's Guardian may be called upon to care for the pet(s).

14. Binding Effect

The terms of this agreement shall be binding upon and accrue to the benefit and be enforceable by either party's successors, legal representatives and assigns.

15. Governing Law

This agreement shall be construed, interpreted and governed in accordance with the laws of the State of North Carolina and should any provision of this Contract be judged by an appropriate court as invalid, it shall not affect any of the remaining provisions whatsoever. The parties submit to the exclusive jurisdiction of the courts of Wake County, North Carolina for the resolution of any disputes hereunder.

16. General

The parties agree that any or all parts of this agreement may be submitted to the other party in legible and recordable electronic form and upon acknowledgement of receipt by the receiving party shall become valid parts of the agreement.

Paragraph headings are for convenience of reference only and are not intended to have any effect in the interpretation or determining of rights or obligations under this agreement.

Where appropriate words signifying one gender shall include the other and words signifying the singular shall include the plural and vice versa.

By agreeing to these terms, I the Client, certify that I have read and agree to the terms and conditions of this agreement and do confirm the accuracy of the information provided in the Client Information tab and Pet Information tab that I have completed. I agree that all of the provided information is true and completed to the best of my knowledge. I will notify the Sitter of any changes to my contact information, pet(s) health, pet(s) routine or my home prior to the commencement of any service period.