



# Client Agreement & Terms 2020

Today's Date: \_\_\_\_\_

Client Last Name: \_\_\_\_\_

Client First Name: \_\_\_\_\_

Client's Mailing Address: \_\_\_\_\_

Client's Billing Address: \_\_\_\_\_  
(if different)

Client's Phone: \_\_\_\_\_ Client's Email: \_\_\_\_\_

## 1. Liability

1.1. The Provider will carry liability insurance relative to the services performed for the Owner. A copy of the insurance policy has been made available to the Owner and the Owner acknowledges that he/she is familiar with its content.

1.2. The Provider accepts no liability for any breach of security or loss of or damage to the Owner's property if any other person has access to the property during the term of this agreement.

1.3. The Provider 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.

1.4. The Owner shall be liable for all medical expenses and damages resulting from any injury to the Provider caused by the pet as well as damage to the Owner's property.

1.5. The Provider 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.

## 2. 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 willful or negligent conduct.

## 3. Emergencies

In the event of an emergency, the Provider shall contact the Owner at the numbers provided to confirm the Owner's choice of action. If the Owner cannot be reached timeously, the Provider is authorized to:

3.1. Transport the pet(s) to the listed veterinarian; Agree: \_\_\_\_\_; Decline: \_\_\_\_\_ (initial)

3.2. Request on-site treatment from a veterinarian; Agree: \_\_\_\_\_; Decline: \_\_\_\_\_ (initial)

3.3. Transport the pet(s) to an emergency clinic if the previous two options are not feasible. Agree: \_\_\_\_\_; Decline: \_\_\_\_\_ (initial)



## Client Agreement & Terms 2020

### 4. Security

The Provider warrants to keep safe and confidential all keys, remote control entry devices, access codes and personal information of the Owner and to return same to the Owner at the end of the contract period or immediately on demand.

### 5. 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.

### 6. Whole Agreement

This Pet Sitting Contract and Owner's Information sheet, Pet Information sheet(s) and the Veterinary Release Form attached 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.

### 7. Assignment

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

### 8. Binding Effect

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

### 9. Governing Law

This Pet Sitting Contract and Agreement shall be construed, interpreted and governed in accordance with the laws of the State of Colorado 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.

### 10. 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.



## Client Agreement & Terms 2020

### 11. Payment

Payment is due at the time of service unless arranged by HOCAS under a monthly plan for services and paid at the beginning of the month in which services are to be rendered. For services such as in-home breaks, payment is due at the end of the day in which the services are provided. For multi-day services, payment is required at the close of each business week.

HOCAS accepts cash, check (made payable to HOCAS), or VENMO (dawn@hocasvetnurse.com)

### 12. Privacy & Confidentiality

- 12.1 HOCAS (Provider) shall respect the privacy rights of clients, pets and shall safeguard medical information within the confines of the law.
- 12.2 Provider will protect the personal privacy of clients and will not reveal confidences unless required to by law or unless it becomes necessary to protect the health and welfare of other individuals or animals.
- 12.3 Services and pet medical records are an integral part of care. The records will comply with established standards and maintained under best practices
- 12.4 Records created by HOCAS are the property of the HOCAS practice. The original records will be retained by the practice for the period required by law.
- 12.5 The information within client and pet medical records is confidential. It will not be released except as required or allowed by law, or by consent of the owner of the patient.
- 12.6 HOCAS will provide copies or summaries of medical records when requested by the client by written request.
- 12.7 HOCAS use the medical records or any part of any record for personal or professional gain unless released for marketing purposed.
- 12.8 WAIVER FOR RELEASE OF LIKENESS AND/OR TESTIMONIALS: I HEARBY AGREE THAT HOCAS MAY USE PICTURES OF MY PET AND/OR WRITTEN OR VERBAL TESTIMONIALS OF SATISFACTORY CARE FOR THE HOCAS WEBSITE AND ASSOCIATED MARKETING COLLATERAL (BROCHURES)

Agree: \_\_\_\_\_; Decline: \_\_\_\_\_ (initial)

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.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by the Owner who warrants his/her authority to enter into this agreement.

**Owner's Signature:** \_\_\_\_\_

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by the Provider who warrants his/her authority to enter into this agreement.

**HOCAS Signature:** \_\_\_\_\_