

# PET HOME-CARE AGREEMENT

This Pet Home-Care Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_\_ by and between Cozy Home & Pet Care and \_\_\_\_\_ ("Owner")

## Recitals

R-1: The Company is in the business of providing certain pet home-care services; and

R-2 The Owner desires to contract for certain pet home-care services from the Company.

Now, therefore, the parties agree as follows:

1. SERVICES and FEES. A list of the current services provided by the Company ("Services") and the current fees schedule for those Services is attached as an exhibit hereto. The Company reserves the right to amend its Services and fee schedule from time to time.
2. PAYMENT. Payment for Services is due in advance. The Owner may comply with this requirement by leaving payment at the location of the Services at the time the Services are rendered. If payment is not made in advance, Owners agrees to pay a \$10 billing fee in addition to the payment for the Services.
3. SCHEDULING. It is the responsibility of the Owner to contact the Company in advance to schedule all Services. A cancellation fee of 100% of the fee will be charged if Owner cancels less than twenty-four (24) hours prior to the scheduled Services. No cancellation fee will be charged if the Services are cancelled at least 24 hours prior to the scheduled Services.
4. EMPLOYEES / INDEPENDENT CONTRACTORS. Owner acknowledges that the Services will be provided by employees or independent contractors of the Company. During the term of this Agreement, and for a period of two (2) years thereafter, Owner agrees that it will not contact any employee or independent contractor of the Company directly to arrangement for Services. During the term of this Agreement, all Services must be arranged through the Company and payment for all Services must be made directly to the Company.
5. DAMAGE BY PET. Owner is strictly liable for any damage or injury caused by its pet to any person, any property, or any other pet regardless of whether the injury occurs at the Owner's home, the Owner's property, or elsewhere.
6. STANDARD OF CARE. The Company shall not be liable for any loss or damage to the pet or other property of the Owner unless such loss or damage was caused by the gross negligence or willful misconduct of the Company.

7. TERM. The term of this Agreement shall commence on the date first listed above and will continue until cancelled. Either party may cancel this Agreement by providing written notice to the other party.

8. ENFORCEMENT COSTS. If any action at law or in equity is commenced to enforce any of the terms of this Agreement, the prevailing party shall be entitled to receive reasonable attorney's fees and expenses from the defaulting party, in addition to any other relief to which the prevailing party may be entitled.

9. MISC. This Agreement is a Florida contract and shall be governed in accordance with the internal laws of the State of Florida. This Agreement constitutes the entire understanding between the parties with respect to the matters contained herein. This Agreement is binding upon the parties hereto and their respective successors and assigns.

The parties have signed this Agreement as of the date first listed above.

Cozy Home & Pet Care

By: \_\_\_\_\_  
Jill Dalton , Owner/Operator

\_\_\_\_\_  
Pet Owner