

## **PHILADELPHIA'S PAWS & CLAWS LLC.**

### **PET SITTING TERMS & CONDITIONS**

Please Note: This Release and Waiver of Liability Agreement ("Agreement") is entered into as of the date

set forth below by and between Philadelphia's Paws & Claws LLC. (shall be known as PP&C) and undersigned pet owner ("Client") as condition to, and in consideration of, PP&C and Owner are entering into an agreement for the care of Owner's pet(s) also may be known as property.

The parties herein agree as follows:

1. This contract will take effect upon signature by both Client and PP&C and will remain in effect until terminated by either party as provided below in Item 14. Client may make telephone reservations for additional service at any time during the term of this contract, subject to PP&C availability. PP&C provides various services for the pets under its care, including, but not limited to, daycare, boarding, walking/exercising, in-home care, and taxiing between a pet owner's home, other owner specified facilities, and PP&C facilities ("Services"), and any other services PP&C may provide. All scheduled services will be governed by all the terms of this contract. We appreciate as much advance notice as possible but will make every effort to accommodate all requests. In the event of early return home, Client must notify PP&C promptly seventy two hours in advance to avoid being charged for unnecessary visit(s).

2. The fee per total service(s) will be given to Client before the start of visits if and/ or when requested. To the extent additional services are requested or approved by client, or otherwise authorized under this Agreement, such additional services will be charged to owner with or without an additional invoice. PP&C may change the prices of their services without the verbal or written notice after initial completed services. Client acknowledges that payment is due immediately upon completion of a scheduled service(s) period without further invoice or notice. In some services such boarding or house sitting Owner's must pay their invoice 24 hour in advance. Owner agrees and understands that the pet shall not be released from PP&C until all charges are paid by Owner and Owner further agrees that they are responsible for any additional charges associated with the continued care of the pet following non-payment and continued boarding or other services. A handling fee of \$45 will be charged on all returned checks. An advance deposit may be required whenever warranted in the sole judgment of PP&C. In the event it is necessary to initiate collection proceedings on the account, Client will be responsible for all attorney's fees and costs of collection, all other non-payment fees PP&C can incur.

3. Owner is familiar with PP&C hours of operations and the Holiday rate schedule. Holiday dates are updated annually on PP&C website.

4. PP&C is authorized to perform care and services as outlined on this contract. Both PP&C and Client recognize that the welfare of the animal is the highest priority. If in PP&C's judgment additional services become necessary during the service period to properly care for the animal, PP&C will first make reasonable attempts to contact Client. If Client and their listed emergency cannot be contacted for whatever reason, PP&C is authorized to undertake such additional steps as they may in the reasonable judgment of PP&C. PP&C will take the necessary or appropriate action for the health and welfare of the animal, including but not limited to (a) additional services by PP&C to provide care for the animal; (b) consultation with

Client's Veterinarian listed above, or with an emergency veterinary care provider should Client's Veterinarian be unavailable; (c) authorizing care and treatment as recommended by Client's Veterinarian or an emergency veterinary care provider (excluding euthanasia) and (d) such other steps as may in the reasonable judgment of PP&C be necessary or appropriate for the health and welfare of the animal. In so doing, Owner acknowledges that neither the owners nor representatives of PP&C are licensed veterinarians or otherwise professionally licensed for or trained in the provision of emergency medical services to animals. Client agrees to be responsible for all fees and expenses incurred for care and treatment of the animal pursuant to this paragraph, and releases and holds PP&C harmless from all liabilities related to transportation, treatment and any expense arising for veterinarian care. Client agrees to reimburse PP&C for any expense incurred, plus any additional fees for attending to animal's needs or any expenses incurred for any other home/food/supplies/medical care if needed. If PP&C determines that no need exists for the provision of veterinary care, Owner hereby holds PP&C harmless for this lack of veterinary care. PP&C is not responsible for any condition brought onto the dog unless negligence or failure to provide reasonable care of any said injury to pet(s) are proved with evidence. Examples of these instances PP&C is not liable for include but are not limited to; a formation of a hot spot, allergies, disease, etc.

5. Owner recognizes that such risks include injuries, illnesses or death resulting from rough play, fights, stress, and contagious diseases. Knowing these inherent risks, Owner understands PP&C cannot be held responsible for any injury, illness, death or damage caused by pet and Owner is solely responsible for any and all actions of their pets.

6. Owner specifically represents to PP&C that their pet, to Owner's knowledge, (i) has not been exposed to any contagious diseases within a ten (10) day period prior to check-in including fleas, ticks, kennel cough, and other diseases; (ii) is in all respects healthy and has received all required vaccines; and (iii) does not suffer from any disability, illness, or condition which could affect it, other pets, or other people/ employee or representative of PP&C, or anyone's safety.

7. Owner acknowledges that all pets are to be currently vaccinated. Owner agrees to maintain current vaccinations as required by Law, Veterinarian protocol and PP&C may ask Owner at any time to provide proof of such for pet prior to check-in. If it is determined that a pet is without proper vaccinations, Owner agrees to pay for any charges associated with bringing pet to current vaccination status as required by PP&C. No Owner-administered vaccinations are acceptable.

8. In the event of inclement weather, natural disaster or circumstances beyond our control, e.g. acts of terrorism, a pandemic, etc., PP&C is entrusted to use best judgment in caring for pet(s) and home. Pet Sitter and PP&C will be held harmless for consequences related to such decisions.

9. PP&C agrees to provide the services stated in this contract in a reliable, caring and trustworthy manner. In consideration of these services and as an express condition thereof, client expressly waives and relinquishes any and all claims against PP&C, it's employees, independent contractors, owners, representatives, and successors; and assigns from and against any and all liability from the actions of their pet(s). Arising out of or relating to the provision of services hereunder, except any evidence that those arise from gross negligence or willful misconduct on the part of PP&C. Should PP&C or any authorized person accompanying

PP&C sustain any injury, disease or other harm in the course of providing services hereunder, client will indemnify PP&C and hold it harmless with respect to all loss, expense and damage caused thereby, except those arising from gross negligence or willful misconduct on the part of pet sitter and PP&C.

10. PP&C is not liable for Owner's pet(s) aggressive behavior and the Owner will cover all damages and expenses. Examples of these instances include but are not limited to; Owner's dog biting any person(s) pet, third parties, representatives of PP&C, staff members, destroying any property, and any and all associated attorney fees, etc. Owner understands if pet displays aggressive behavior, that for the safety and health of pet and others, pet may be muzzled and/or be confined to an enclosure for the remainder of stay with no offset or reduction in price.

11. Knowing these inherent risks listed throughout this contract, owner understands PP&C cannot be held responsible for any injury, illness, death or damage caused by pet and owner is solely responsible. Therefore, owner agrees to be solely responsible for all acts or behavior of said pet(s) while it is in the care of PP&C, including, but not limited to, the payment of all costs for injury to staff and/or any other person involved, injury to other animals or damage to any properties and facilities. Owner further agrees to indemnify PP&C for any claims made against it by any other customer who alleges its pet was injured by owner's pet during interactive daycare, boarding, or at any other time or type of service.

12. Any controversy or claim arising from this Agreement, or the breach thereof, and/or as the result of any claim or controversy involving the alleged negligence by any party to this Agreement, and/or any representations which in any way relate to the actions of Owner's pet(s), Owner, or PP&C or the services provided by same, and/or any other claim or controversy that in any way relates to the direct cause of action by Owner's pet or PP&C shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by an arbitrator may be entered in any Court having jurisdiction thereof. If Owner or PP&C fail to comply with all aspects of the award within thirty (30) days following issuance of the award, the other party may seek enforcement of the award and shall be entitled to recover reasonable attorney's fees and costs expended in seeking enforcement of the award from either party. It is expressly agreed by Owner that PP&C liability for any and all claims brought by Owner, including, but not limited to claims for negligence, gross negligence, breach of contract or violations of the city of Philadelphia, Pennsylvania, shall in no event exceed the sum of \$500.00 per animal admitted. This provision applies to all agents, employees, owners, officers and directors of PP&C.

13. In the event of personal emergency or illness of Pet Sitter, Client authorizes PP&C to arrange for another qualified person to fulfill responsibilities as set forth on this contract. In such case, Pet Sitter and/ or independent contractor, and PP&C will remain fully responsible for the proper discharge of all services under this Agreement. Every attempt will be made to notify client regarding such situation.

14. PP&C and Client each may terminate this contract at any time by written 72-hour notice to the other. PP&C will be entitled to payment for all services rendered until notice of termination is received before or after termination notice, and for any transition services reasonably required to provide for the health and welfare of Client's pets. PP&C will not terminate during a period of scheduled service unless Pet Sitter and/or PP&C determines, in his/her sole discretion, that a danger exists to the health or safety of assigned Pet Sitter or pet. If such concerns preclude

PP&C and/or Pet Sitter from providing further care of the pet, then Client authorizes pet to be placed in a kennel, with all charges therefrom to be charged to Client. Every attempt will be made to notify Client regarding such situation.

15. Client acknowledges that by signing below, he/she is providing written and/or electronic approval for the provision of services by PP&C during any service(s) period scheduled by Client and accepted by PP&C. Upon such scheduling and acceptance, PP&C will be authorized to enter Client's premises and perform scheduled services without additional signed contracts or written authorization and to accept telephone reservations for future services. Owner has read, understands and agrees to follow the Policies & Procedures of PP&C, which may be revised from time to time, with or without written/verbal notice. Pet Owner certifies to the accuracy of all information given about said pet(s) and represents that full disclosure has been given and understands that PP&C has relied on these representations.

16. Owner grants permission to PP&C to take pictures of pet while in the care of PP&C and to post these pictures in advertising media such as in magazines, on the internet, PP&C web site and all forms of social networking pages such as Facebook, Instagram, Twitter, Snapchat, etc.

17. This Agreement replaces all prior agreements or understandings, if any. No Statement, promise, or understanding not specifically set forth in this agreement shall be binding on PP&C. No employee or PP&C personnel has authority to make any oral or written statements, agreement or representations that modify, add to or change the terms and conditions of this written agreement. Owner represents that he/she has not received nor is he/she relying on any verbal statement, promise, condition or understanding not specifically set for the in this agreement.

Please note: Due to a pet's excitement to see us, "door darting" may be attempted by a pet. We take every precaution to prevent this from occurring but do require that all dogs and cats under our care wear an ID tag (or collar) stating their name and your phone number.

Philadelphia's Paws & Claws LLC.  
Grooming Policies

Thank you for choosing Philadelphia's Paws & Claw LLC. for your grooming needs! We have procedures and policies to keep your pet and our staff safe during the grooming process! Please extensively read below and sign our grooming agreement at the bottom. Throughout this form Philadelphia's Paws & Claws LLC. will be known as PP&C and "undersigned" pet owner (may also be referred to as client or Owner). Please let us know if you have any questions or concerns!

**Safety Comes First:**

All dogs must be leashed and all other animals including cats must in carries upon arrival and departure as the unexpected may occur. Please ensure your pet(s) have their collar(s), harness, or other distance limitation device securely on and proper identification tags are visible. Safety is our number one priority!

#### Relief Prior to Grooming:

Please be ensure that your pet has relieved themselves prior to their grooming session. Potty accidents during a grooming session can lead to a longer duration of service time due to having to rewash your pet as well as sanitizing the grooming area. In the event that your pet has a potty accident you will be charged a sanitation fee. Please notify your groomer of your pet's last potty relief upon drop off or when we arrive to your home, so we make sure they get enough bathroom breaks.

#### Grooming Process:

There are several things to keep in mind when your pet is being groomed. Before we begin services, we will do our "Six Paw Check" with you and your pet. Pets are washed before the grooming session unless requested for them not to be. However, the cleaner the pet the easier it is to groom them. Depending on how well your pet handles the dryers, it is difficult to know how long your buddy will take to be dried. We aim to have all pets done within a two- three (2-3) hour window, but this is not always possible. After your pet dries, the groomer will begin your pet's massage, then clip and file nails, brush their teeth, clean their ears, and then begin the grooming process. Some pets may or may not like being brushed, and if they have mats it can be a time-consuming process. Mats that are too close to the skin may need to be cut out for the comfort of your pet. You will always have the opportunity to speak with your groomer when you drop off your pet. Keep in mind there is only so much we can do when a pet has severe matting. If we cannot do what you ask, we will notify you of other options at any point during your pet's session. After the groom, the groomer can speak with you to give you the best advice on how often you should bring them in, brushes, and other things to help maintain your pet's coat.

#### Sensitive Skin & Use of Our Products:

As we always keep out pet's in mind all of our products are organic, vegan, and use all-natural ingredients. Please let us know if you or your pet are allergic to any ingredients so we can keep everyone feeling itchy-free and healthy.

#### Irritation, Injuries, & Mats:

There is always the possibility of cuts, nicks, or burns during any grooming process. This is not caused by PP&C being negligent, but some pets are harder to handle than others and accidents can occur. There are also times when mat burns show after they are shaved out. We will always do our "Six Paw Check" of your pet upon arrival and we will never continue services until your approval is verbally given. PP&C will also do a bath inspection when applicable and different problem areas may arise. These areas will be more noticeable once the water makes contact with your pet. Groomers will notify you of anything they may find during each of our inspections. Should any injuries occur during our grooming process, we will notify you and advise you on how to treat said "injuries". Injuries caused due to the condition of the animals matting and their behavior is NOT the responsibility of PP&C and any veterinarian costs due to these are the expense of the client.

#### Fleas, Tick, & Vaccines:

PP&C strives to be a flea-free salon and to ensure all pets are up to date on all vaccines. If your pet has fleas, they will receive a flea bath at your expense (fees vary depending on the severity of the fleas and the number of washes to remove them all). No exceptions. If you do not wish for your pet to have a flea bath, we will not complete any services and your pet must be taken away immediately. If you know in scheduling that your pet has fleas, please let us know ahead of time as we like to schedule known flea-baths at the end of the day for the safety of other pets. Flea baths should not be used as a preventative and will not be given to pets who are not confirmed to have fleas. Our flea and tick shampoo kill all stages of fleas currently on your pet but will not prevent them from becoming re-infested. We recommend getting your pet on a preventative (Seresto collar, topical treatments, or the flea pill from your veterinarian) within 48 hours of your appointment. We also strongly recommend cleaning your pets bedding, collar, leash, as well as thoroughly vacuuming all furniture and carpets to remove fleas from the home. PP&C is not responsible for your pet becoming re-infested after leaving the salon. If your pet does not have fleas, but another dog unknowingly has them we may bathe your pet in the flea and tick shampoo as fleas spread very easily. In this case, you will not be charged for the service. All pets are required to be up to date on their flea and tick medication at the time of their appointment. To prevent other pets from getting fleas from our salon, we always use a fogger at the end of the day after seeing a pet with fleas. The fogger we use will kill any stages of flea left behind and is safe for both human and pets within a few hours.

In addition, Owner specially represents to PP&C that their pet, to Owner's best knowledge, (i) has not been

Exposed to any contagious disease within a ten (10) day period prior to check-in including fleas, ticks, kennel cough, and other diseases; (ii) is in all respects healthy and has received all required vaccines; and (iii) does not suffer from any disability, illness, or condition which could affect it, other pets, or other people, employee, or representative of PP&C, or anyone's safety. If it is determined that a pet is without proper vaccinations services will not be completed. Please ask a PP&C representative about our required vaccinations.

#### Aggressive or Dangerous Pets:

Owners MUST inform PP&C if your pet bites, has bitten, is aggressive, unpredictable and/or has any other behavioral issues. If Owner fails to notify us of any potential danger or behavioral issue, you can and will be liable for all medical fees, out of work compensation, as well as any and all property damage. We will make every attempt to groom uncooperative pets, but we may not be able to complete grooming on pets that pose a threat to themselves, other pets, or our groomers. Extremely aggressive and unruly pets will NOT be groomed. If a dog is felt to be exhibiting behavior that is unsafe in regard to itself or the groomer, it may be in the best interest of the pet that the grooming be stopped. A full-service fee will be rendered even if the pet is unmanageable. Owner understands if pet displays aggressive behavior, that for the safety and health of the pet and others, pet may be muzzled and/or be confined to an enclosure for the remainder of stay with no offset or reduction in price. In some cases, muzzling may even calm a stressed animal, allowing the grooming process to continue. If your pet is still aggressive during their grooming session PP&C has the right to stop service and call the Owner for pick up. All severe bites will be reported to the local authorities as required by law. PP&C has the right to refuse grooming services, stop grooming services, or cancel grooming services at any time

before, during, or after grooming and client will be charged a full grooming fee. We will never sedate your dog.

#### In Case of Emergency:

PP&C is authorized to perform care and services as outlined on this contract. Both PP&C and Client recognize that the welfare of the animal is the highest priority. If in PP&C's judgment additional services become necessary during the service period to properly care for the animal, PP&C will first make reasonable attempts to contact Client. If Client cannot be contacted for whatever reason, PP&C is authorized to undertake such additional steps as it may in the reasonable judgment of PP&C be necessary or appropriate for the health and welfare of the animal, including but not limited to (a) additional services by PP&C to provide care for the animal; (b) consultation with Client's Veterinarian listed above, or with an emergency veterinary care provider should Client's Veterinarian be unavailable; (c) authorizing care and treatment as recommended by Client's Veterinarian or an emergency veterinary care provider (excluding euthanasia) and (d) such other steps as may in the reasonable judgment of PP&C be necessary or appropriate for the health and welfare of the animal. In so doing, Owner acknowledges that neither the Owners nor representatives of PP&C are licensed veterinarians or otherwise professionally licensed for or trained in the provision of emergency medical services to animals. Client agrees to be responsible for all fees and expenses incurred for care and treatment of the animal pursuant to this paragraph, and releases and holds PP&C harmless from all liabilities related to transportation, treatment and any expense arising for veterinarian care. Client agrees to reimburse PP&C for any expense incurred, plus any additional fees for attending to animal's needs or any expenses incurred for any other home/food/supplies/medical care if needed. If PP&C determines that no need exists for the provision of veterinary care, Owner hereby holds PP&C harmless for this lack of veterinary care. PP&C is not responsible for any condition brought onto the dog unless negligence or failure to provide reasonable care of any said injury to pet(s) are proved with evidence. Examples of these instances PP&C is not liable for include but are not limited to; a formation of a hot spot, allergies, disease, etc. Owner recognizes that such risks include all injuries, illnesses, or death resulting from stress and contagious diseases. Knowing these inherent risks, Owner understands PP&C cannot be held responsible for any injury, illness, death or damage caused by pet and Owner is solely responsible.

#### Females in Heat:

We are not limited to who accept, we even provide grooming services to female pets in heat. However, there will be a non-negotiable sanitation fee associated with their grooming package. To avoid this fee please bring your pet in when they are not ovulating.

#### Cancellations, No Shows, Early, Arrivals, Late Pick Ups

If you are unable to keep your appointment for any reason, please let us know as soon as possible so that we may make the appointment available to another client. If your appointment is cancelled within twenty- four (24) hours before your appointment a cancellation fee will be associated with your cancellation. Instead of cancelling please talk to a PP&C representative about rescheduling your appointment so a fee will not be charged to your account. We will allow three rescheduled services in each calendar year before assessing a cancellation fee.

We offer a fifteen (15) minute grace period after the start of your pet's grooming appointment. If you and your pet do not arrive within that time you will have to forfeit your time slot as each grooming session takes various times and we will be unable to complete your pet's appointment to its entirety. We may charge a no-show fee if you and your pet do not arrive with a fifteen (15) minute window. Please notify us if you are running late as we still may be able to accommodate your pet's grooming appointment.

As we encourage all of our clients to be on time for their grooming services please note if you and your pet are ahead of schedule, we may not be able to take care of your pup until our agreed upon drop off time. However, please give us a call if you would like to come a bit earlier for your pet's appointment. After we call you about finishing your pet's grooming treatment there is a one (1) hour window for you to pick up your pet before a late pick up fee is applied to your account.

#### Grooming Services Completed During Pet Sitting Stay:

As we strive to complete all services in your requested time frame. Grooming services will be completed at the discretion of PP&C so we can keep everyone's schedule in order.

#### Payments:

We accept most forms of payment; via Cash, Cash App, Check, Credit Cards (a 3% fee of total services applies to all major credit card transactions), PayPal, & Venmo. For online payments you can find us @phillypawsclaws or phillypawsclaws@gmail.com. All payments are due before the beginning of any grooming service. Please keep in mind that additional fees may occur during your pet's appointment and they will be do at the end of their service. Owner also agrees and understands that the pet shall not be released from PP&C until all charges are paid by Owner and Owner further agrees that they are responsible for any additional charges associated with the continued care of the pet following non-payment and continued services. A handling fee of \$45 will be charged on all returned checks. An advance deposit may be required whenever warranted in the sole judgment of PP&C. In the event it is necessary to initiate collection proceedings on the account, Client will be responsible for all attorney's fees and costs of collection.

#### Three (3) Day Redo Policy:

If you are unhappy with the way your pet looks please notify PP&C management within three days after service so we may redo your pet's DO for free, so everyone is happy with the way your pet looks! You are able to make a redo appointment one (1) week after your initial grooming reservation. After one week a full grooming charge will apply to fix your pet's cut.

#### Photo Release:

Owner grants permission to PP&C to take pictures of your pets while in the care of PP&C and to post these pictures in advertising media such as in magazines, on the internet, PP&C website, all other forms of social networking pages such as Facebook, Instagram, Twitter, Snapchat, etc.

#### Privacy Policy:



PP&C team members are committed to protecting and preserving the privacy of its visitors when visiting the website, communicating electronically with us, and all other files. We will never share your information with solicitors or any other persons unless warranted by the police.

**Price Change Policy:**

Prices for grooming services will vary based on the breed, size, and amenities requested. Our prices are a general guideline, although they are subject to change. We will give quotes over the phone or via email, but these are estimates only. Final prices will be given once we've met your pet and completed their grooming. Younger pet prices will reflect their current size and may change as they grow up. All final totals will be given at the end of their grooming session as surprises do tend to occur during your pet's time with us.

**Additional Fees:**

For a list of our complete fees please talk to a representative of PP&C. Fees may apply before or during your grooming appointments for various reasons. Depending on the associated fee we will not continue services until we receive a verbal or written confirmation from Owner. Some fees are non-negotiable so please talk to a PP&C representative before the beginning of each service.

I have reviewed Philadelphia's Paws & Claws Grooming Service Contract and Pet Sitting Terms and Conditions in its entirety. The information provided by me is complete and accurate and I agree to all its terms and conditions as set out above.

# **Philadelphia's Paws & Claws**

## **Privacy Policy**

Philadelphia's Paws & Claws is committed to protecting your privacy and ensuring that your personal information is handled in a safe and responsible manner. This Privacy Policy outlines how we collect, use, and protect your personal information.

### **1. Information We Collect**

We may collect the following types of personal information:

- Name
- Email address
- Phone number
- Mailing address
- Payment information (if applicable)
- Any other information you provide voluntarily

### **2. How We Collect Information**

We collect personal information through:

- Forms you fill out on our website
- Subscriptions to our newsletters or services
- Purchases or transactions
- Cookies and similar tracking technologies

### **3. How We Use Your Information**

We may use your personal information to:

- Provide and improve our services
- Process transactions
- Send promotional emails and updates
- Respond to inquiries and customer service requests
- Comply with legal obligations

### **4. Information Sharing and Disclosure**

We do not sell, trade, or rent your personal information to third parties. However, we may share your information with trusted third-party service providers who assist us in operating our website and conducting our business, provided they agree to keep this information

confidential.

## **5. Data Security**

We implement appropriate technical and organizational measures to protect your personal information against unauthorized access, alteration, disclosure, or destruction.

## **6. Your Rights and Choices**

You have the right to:

- Access, update, or delete your personal information
- Opt-out of receiving marketing communications
- Request a copy of the personal data we hold about you

## **7. Cookies and Tracking Technologies**

Our website may use cookies to enhance your experience. You can adjust your browser settings to refuse cookies; however, some features of our website may not function properly.

## **8. Changes to This Privacy Policy**

We reserve the right to update this Privacy Policy at any time. Changes will be posted on this page with an updated effective date.

## **9. Contact Us**

If you have any questions about this Privacy Policy or how your information is handled, please contact us at [info@phillypawsclaws.com](mailto:info@phillypawsclaws.com)

By using our website, you consent to the terms of this Privacy Policy.