



Terms and Conditions

Pet Sitting

1. Acceptance of Terms

- a. These terms of service are a contract between Eden Pet Care, a New Mexico Limited Liability Company, and you the client ("Client"). "Eden Pet Care" shall include its owner, officers, agents, contractors, licensors, service providers, subcontractors, suppliers, affiliates, interns and employees. "Client" shall include its customers, heirs, assigns, agents, contractors, licensees, and employees of customers.
- b. By agreeing to these terms of service, together with any documents they expressly incorporate by reference (collectively, these "Terms of Service"), the Client acknowledges and accepts all following terms and conditions. Without accepting these terms, the Client will be unauthorized to utilize Eden Pet Care's services.
- c. Client understands that Eden Pet Care may update their Terms of Service at any time for any reason, at the Company's sole discretion.
- d. Client attests that he or she is the true owner of the pet(s) to which Eden Pet Care will apply services and that he or she is over the age of 18 years.

2. LIABILITY WAIVER

- a. Client understands that participating in Eden Pet Care's services is voluntary and involves certain inherent risks. Examples include, but are not limited to, risks involving the use of the Client's facilities, the temperament and behavior of pets, the actions of pets in the circumstances of elected service, the physiological nature of pets, and pet's behavior and actions toward other people and other pets. Client accepts such risks as part of the Terms of Service.
- b. The Client expressly waives and releases Eden Pet Care from any and all claims against the business and its owner except those arising from willful misconduct on the part of Eden Pet Care.
- c. Client agrees to indemnify, hold harmless and defend Eden Pet Care in the event of a claim by any person injured or otherwise harmed by Client's pet(s).

3. Service

- a. Eden Pet Care agrees to provide Pet Sitting services to the Client per the service description(s) on Eden Pet Care's Website (www.edenpetcare.com ("Website")). This Website is offered and available to users who are 18 years of age or older. If you do not meet these requirements, you must not access or use the Website. The Website may be updated at any time at the company's sole discretion.
- b. Eden Pet Care shall exercise all reasonable precautions against sickness, injury, escape, loss, accidents or death of the Client's pet(s). Eden Pet Care is not responsible for sickness, injury, escape, loss accidents or death of Client's pet(s), nor liable for emotional distress upon a Client, unless caused through willful misconduct on the part of Eden Pet Care.
- c. In case of emergency such as inclement weather, natural disaster, or any unlikely event that prevents Eden Pet Care from providing any services (such as illness, injury, car accident, family emergency, etc.), the Client authorizes Eden Pet Care to use reasonable judgment for the successful provision of these services to the best of its ability. This will involve contacting the Client as soon as Eden Pet Care is able and possibly utilizing the Client's authorized emergency contact(s). A lack of service provision due to Eden Pet Care's inability to provide service will result in a full refund of the individual missed service(s).
- d. The Client agrees to have at least two emergency contacts, a primary and a secondary, who reside in the same town as the Client, are authorized access by the Client to access and enter the Client's home, capable of helping with the pet(s), and who agree to help Eden Pet Care in case of emergencies. The Client agrees to allow Eden Pet Care to contact these persons upon booking to confirm contact information and agreement to assist. Assistance may include helping with a single issue or the possibility of assuming full responsibility of care or arrangement of care for the pet(s) for the duration of a service. If necessary, the Client agrees to allow Eden Pet Care to provide the emergency contact(s) access to the home in the event that they were not provided access by the Client. This includes providing this person(s) with the security alarm code. The Client understands that the inability or refusal of their emergency contact(s) to assist in such situations may result in a lack of care provided to their pet(s). Eden Pet Care is not responsible for any harm, illness, injury, or death that may occur upon the Client's pet(s) should an emergency contact be unable or unwilling to provide back-up care.

- e. Eden Pet Care does not offer services to animals with a known bite history or aggressive behaviors. It is the Client's responsibility to inform Eden Pet Care of a bite history or aggressive behaviors and of any changes in behavior that may be a safety risk to Eden Pet Care or anyone else that may come into contact with the pet(s) during time of service.
- f. Should the Client's pet bite another person, the Client understands and agrees that Eden Pet Care will follow the law in these matters by reporting the incident to Animal Control and follow all instructions from the officer.
- g. If a dog is showing signs of severe fearfulness, agitation, or aggression such that Eden Pet Care does not feel safe entering the home and/or approaching a pet, Eden Pet Care may not be able to provide service and will contact the Client to discuss options. If the Client is unresponsive, Eden Pet Care will contact the Client's emergency contact to seek assistance. If the emergency contact does not feel comfortable entering the home, Eden Pet Care may have to cancel services and the Client agrees to find a solution in seeking care for their pet. In these cases, the Client understands that the service cancellation policy will still apply.
- h. It is the Client's responsibility to ensure Eden Pet Care has all necessary instructions and information to successfully and safely complete all requested services. This information is to be in writing via their Time to Pet account. Hand-written notes or phone calls do not qualify to meet this agreement, though they are still appreciated as an addition to help ensure proper care.
- i. It is the Client's responsibility to supply all necessary equipment and supplies needed to perform all services (excluding Add-on services). Necessary supplies include, but are not limited to, a sturdy, well-fit harness or collar that cannot slip over the pet's head, a strong leash for walks or in case of emergencies, pet food, medications, medical supplies, identification tags, cat litter, cleaning supplies and a cat carrier(s) in case of emergency transport. The Client authorizes any necessary purchase of items for the satisfactory performance of requested services, for which there is a "Supply Run" fee of \$15 plus \$1/mile. Client agrees that the costs of all purchases and the service fee will be reimbursed to Eden Pet Care Company within 14 days.
- j. Client agrees that all dogs must wear a secure collar with up-to-date identification tags. If a dog is not found with one, Eden Pet Care will reach out to the Client and may place a collar with Eden Pet Care identification on the dog(s).
- k. Client understands that Eden Pet Care will not feed a raw-meat diet to any pet(s) and agrees to provide an alternate option for pet food and consider consulting with a veterinarian for guidance.
- l. Client understands and agrees to be prepared for the possibility that their cat(s) may not come out of hiding during the course of service and be accessible to Eden Pet Care. Eden Pet Care will do its best to locate all cats and ensure their wellness within the allotted time of service. However, Eden Pet Care will exercise best judgement to determine whether or not to continue the search and attempts to handle/inspect a cat depending on the effect of these efforts upon the cat's stress levels. Eden Pet Care will help advise clients on ways in which to best work with fearful cats and try to make the experience as stress-free as possible for them.
- m. Client agrees to put security measures in place and inform Eden Pet Care of these measures to prevent pets from bolting through an opened exterior door upon Eden Pet Care's attempt to enter or exit a home. Eden Pet Care will exercise all precaution to prevent escape, but will not be responsible for the loss, injury or death of a pet that escapes through an opened exterior door. The Client also understands that even though Eden Pet Care will do its absolute best to help find a lost pet for as long as reasonably possible, Eden Pet Care may have time limitations and therefore may require the assistance of the emergency contact(s).
- n. Client understands that Eden Pet Care only provides services for dogs that utilize a doggy door if that is routine for that pet and the pet is completely incapable of escaping the property. The Client also understands and agrees that any and all doggy doors must be kept closed, and if possible locked, between 10pm and 7am, or at all times for homes with a pool or in certain areas of Albuquerque with greater predator risks or escape risk as determined by Eden Pet Care. Eden Pet Care may also require a dog door to be closed, during times of fireworks or during the ABQ Balloon fiesta. If concern for a pet's safety arises at any point during the course of service due to outdoor accessibility, the Client understands that Eden Pet Care will close the doggy door for any or all of the duration of the service. In this event, Eden Pet Care will contact the Client to discuss options for potty breaks and will do its best to accommodate additional provisions for the pet.
- o. Client understands that Eden Pet Care will not utilize retractable leashes / flexi-leads, or any aversive techniques including but not limited to e-collars / shock collars / prong collars. Eden Pet Care will also not provide services to Clients who utilize electric fences or anything similar in the discretion of Eden Pet Care.
- p. Eden Pet Care will not participate in any negative reinforcement or punishment-based correction.
- q. Client understands that Eden Pet Care will not provide services to Clients with fully outdoor dogs, or who plan/instruct to have their dog(s) left outside for certain lengths of time during certain times of year, or plan to keep their dog(s) in a crate for the majority of the day. These determinations will be at the discretion of Eden Pet Care. In addition, should a client own an indoor/outdoor cat(s), the Client agrees to keep the cat(s) inside at all times during the duration of service.
- r. The Client agrees to allow Eden Pet Care to utilize necessary and harmless handling techniques / tools for the safe and successful provision of services that involve direct handling or contact with the pet(s). Not only does this serve to prevent a bite incident, it also serves to reduce stress levels for the pet(s) as part of the professional Fear Free standards of care. These techniques and tools include, but are not limited to, a secured leash, a muzzle, towel/blanket wraps, or a pill plunger, and may be necessary for services including, but not limited to, nail trims, brushing, medicating and medical care. If Eden Pet Care determines that physical handling of a pet causes a pet too much distress/discomfort or poses too great a bite risk to Eden Pet Care, Eden Pet Care may be unable to perform the relevant service. In this case, Eden Pet Care will contact the Client to discuss and withdraw services if necessary.
- s. Client understands and agrees that any service-related communication, instructions, scheduling and payments will be made through their Time to Pet account (as defined in below section).

- t. Client understands that included home-care services are a complementary part of pet sitting services, and that Eden Pet Care is not responsible for any other form of home care unless agreed upon and documented in the Client's Time to Pet account and if there is enough time has been allotted in the selected service.
- u. Client understands that Eden Pet Care operates on a two-hour service window for Swing-by visits, Drop-in Visits, and Dog Walking and a one-hour window for Hourly Petsitting, late-night visits, and In-Home Health Aid, unless a "Precise Arrival Time" add-on service has been purchased, or otherwise has been agreed upon and put in writing on the Client's Time to Pet account. For example, if a client requests a Drop-in Visit for 12pm, the service will be performed between 11am and 1pm. Individual Pet Taxi services and Veterinary Attendant services will operate on a precise arrival time.
- v. The ability to complete add-on services, such as nail trims and dog walking, will be at the discretion of Eden Pet Care. For example, if a pet is showing signs of distress or aggression in the attempt to provide a service, Eden Pet Care will discontinue. Or if an unexpected event occurs that takes up more time than expected during the duration of visit (such as excessive waste clean-up or difficulty in getting a dog to come back inside), the service may not be provided. Refunds will be given for the inability to perform add-on services.
- w. For Pet Taxi services, pets must not have a history of potty accidents or car sickness while in car. Should this occur, taxi services may not be available for the pet in the future. The Client also understands that a pet must be ready for pick-up upon Eden Pet Care's arrival. Cats must remain in a solid carrier at all times, and dogs must remain in a sturdy, properly-fit collar/harness that is unable to slip over the head and a strong leash.

4. Payments & Cancellations

- a. All payments must be made via Time to Pet via credit/debit card or an ACH account. Time to Pet is a third-party, secured online operating software utilized by Eden Pet Care and is accessible through the Website. Time to Pet is where the Client is required to set up an account, request services, upload documents, send communications, and pay invoices to Eden Pet Care.
- b. Client understands that Eden Pet Care will track each service visit via the Time to Pet program as proof of service and proof of purchase.
- c. Client understands and agrees that a 50% deposit is due at time of booking, and the remaining 50% is due 7 days prior to the service date. If scheduling within 7 days, full payment is due at time of booking. Requests are not considered fully confirmed until full payment has been sufficed. If payment has not been made prior to the time of the requested service, Eden Pet Care will not perform the requested service.
- d. Client agrees to input their payment method into their secured and confidential Time to Pet account, and the Client understands that they will be automatically enrolled in AutoPay upon sign-up. Therefore, the Client understands that by inputting their payment information into Time to Pet (required for service), the Client authorizes Eden Pet Care to automatically charge the credit/debit card or ACH payment method on their Time to Pet account as payment for any and all future invoices for bookings, completed services and incurred fees. Client may opt out of AutoPay by noting in writing on their Time to Pet account. If done so, the Client is responsible for manually making payment when payment is due according to the same payment schedule policy.
- e. Client understands and agrees that any late payment may result in the inability for Eden Pet Care to provide a booked service and the removal of that booking from the calendar after three days. In addition, a late payment fee of 10% of the total booking price will be incurred and charged to the payment method on file if payment is not made within three days. Frequent late payments may result in a termination of the professional relationship. Any lack of payment for a provided service will result in a late payment fee and referred to a collections agency and/or the authorities for theft of service and violation of contract. This will result in a termination of the professional relationship.
- f. Client understands that Eden Pet Care will maintain a strict cancellation policy due to the nature of the services provided and the ability of Eden Pet Care to stay in business.
- g. Client understands and agrees they will be charged 50% of the total price of single-day services if canceling within 24 hours.
- h. Client understands and agrees they will be charged 25% of the total price of a multi-day service booking if canceling within 10 days of the service date, with another 25% going back onto the Client's Time to Pet account as a credit to be used for future services within one year.
- i. Client understands and agrees they will be charged 50% of the total price of a multi-day service booking if canceling within 3 days of the service date, with another 25% going back onto the Client's Time to Pet account as a credit to be used for future services within one year.
- j. Client understands there will be a \$10 holiday surcharge applied to all individual services on most federal holidays. This includes New Years Eve and New Years Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day.
- k. Client understands that "Extra Fees" will be automatically added onto an invoice at the discretion of Eden Pet Care should an extra fee be incurred. For example, if a pet frequently urinates in the home, Eden Pet Care reserves the right to discern at what point the fee "Excessive In-home Waste Clean Up" should be applied to an invoice. The Client agrees to pay this fee within 14 days should this occur. Eden Pet Care will do its best to predict and quote the Client on potential fees at the consultation, however, it will be the Client's responsibility to be aware of these potential fees that are listed on the website's "Services" page and agree to pay them if charged.

5. Medical

- a. It is the Client's responsibility to ensure all dogs and cats are up to date on a rabies vaccination, as well as a dog's DAPP vaccination and a cat's FVRCP vaccination. Client must provide proof to Eden Pet Care prior to service. Eden Pet Care will not offer services to pets that are not current on these vaccinations. This is for the safety of all pets under the care of Eden Pet Care.
- b. The Client agrees to inform Eden Pet Care in writing of all medical conditions, current health issues, histories of illness/injury, behavior abnormalities, bite histories, and current medications or supplements of all pets in the home. This information must be reviewed and updated by the Client prior to all future bookings. Should the pet(s) present with any unexpected behavior or health concern, the Client agrees to allow Eden Pet Care to contact the pet's veterinarian to ask questions or discuss these concerns and be informed by the veterinarian of relevant medical history.
- c. The Client understands that Eden Pet Care will not administer any medications to the pet(s) not prescribed by a veterinarian, or any supplements or food that Eden Pet Care believes to be unsafe for the pet(s). An example would be giving human NSAIDs to a dog or applying essential oils to a cat's skin. The Client understands that they will need to seek alternate options from their veterinarian or discontinue this course of action for the duration of the service.
- d. Client must make sure any pets on prescription medication have enough doses to last through the duration of service. Client also understands that should medications run out, their veterinarian may require the Client (not Eden Pet Care) to request/pick-up a refill and that there may be barriers to veterinarian approval of this refill (i.e. pet may be due for regular blood work prior to authorized refills). Client agrees to ensure all barriers are addressed prior to service.
- e. Should a cat need medication but remain hidden in the course of pet sitting, Eden Pet Care will exercise best judgement to attempt to locate the cat and administer medications without worsening the cat's stress, having to handle the cat too roughly, or risking a bite incident. In the event that Eden Pet Care is unable to succeed in that endeavor, Eden Pet Care will contact the client to discuss a solution. In these cases, a cat may not receive the care required as Eden Pet Care will not force medical care upon a highly fearful or aggressive cat. Clients are encouraged to seek guidance from their veterinarian on best ways to ensure a cat receives medication in situations such as these. Eden Pet Care will also advise clients on options such as hiding medications in wet food or having a veterinarian compound a pill into liquid or transdermal forms.
- f. For non-emergency medical issues that may arise, Eden Pet Care will inform the Client as soon as possible in order to seek direction on how the Client would like to proceed. If the Client is unresponsive, the Client understands that Eden Pet Care will use its best judgement to determine whether or not the pet needs medical attention and schedule a veterinary appointment at a time recommended by the veterinarian. If taken to the veterinarian, the Client agrees to be available by phone during the entirety of this appointment. If the Client is unavailable or unresponsive during the appointment, the Client authorizes Eden Pet Care to use best judgement in authorizing veterinarian-recommended medical care. If the Client has a monetary limit to medical expenses for non-emergency cases, the Client must let Eden Pet Care know in writing on their Time to Pet profile. If no limit is indicated, Eden Pet Care will proceed with any veterinary services deemed necessary by the Owner of Eden Pet Care based on the recommendations of the veterinarian, and the Client agrees to cover these expenses. In these non-emergency circumstances, the Client understands that Eden Pet Care may need to utilize the assistance of the Client's emergency contact(s) if Eden Pet Care is unavailable to provide transports services or Veterinary Appointment Attendant services for the necessary and available veterinary appointment time.
- g. Eden Pet Care agrees to attempt to seek medical attention at the Veterinarian listed on the Client's Time to Pet account first, but if that is not possible, the Client authorizes Eden Pet Care to visit a clinic of their choosing, for which all Terms will still apply.
- h. In the event of a medical emergency, Eden Pet Care will make every effort to contact the Client as soon as possible while prioritizing safe and fast transport to a veterinarian. If time is of the essence, the Client authorizes Eden Pet Care to seek immediate medical attention from the most appropriate veterinary provider based on Eden Pet Care's best judgement. If the Client is unreachable or unresponsive, Eden Pet Care may contact the Client's emergency contact(s) to inform them of the situation and possibly seek assistance if necessary. At the appointment, Eden Pet Care will approve all medical recommendations from the veterinarian within reason unless the Client remains available by phone at the beginning of the appointment and throughout to instruct otherwise. If available, the Client agrees to pay for these medical expenses via credit/debit card over the phone to the veterinarian at time of service. If this is not an option, the Client agrees to reimburse Eden Pet Care.
- i. By allowing Eden Pet Care to act as the Client's representative in obtaining medical care for their pet, the Client authorizes Eden Pet Care to sign treatment estimates and necessary consent forms if required by the veterinarian on behalf of the Client, as well as maintain copies of invoices and forms signed by Eden Pet Care. If a treatment estimate is signed by Eden Pet Care, this will not hold Eden Pet Care ultimately responsible for the cost of the Client's bill. The Client understands and agrees to either pay the veterinarian directly for this bill(s) if not already paid by Eden Pet Care or reimburse Eden Pet Care for the entirety of the bill within 14 days.
- j. In the event of a cardiac or respiratory medical emergency, if the Client has specific wishes for their pet to not be resuscitated, this must be noted on their Time to Pet account. If not specified, Eden Pet Care will attempt CPR and/or authorize the attending veterinarian to perform any and all necessary life-saving measures. The Client understands and agrees to cover these expenses.
- k. Client understands that Eden Pet Care assumes no responsibility for illness, injury or death of any pet(s) and is released from all liability related to the transportation, diagnostics, treatment and expenses of veterinary care.
- l. Should Eden Pet Care need to transport a pet to the veterinarian, the Client agrees that a "Veterinary Transport" fee of \$1/minute will be incurred and to pay this fee within 14 days. Should Eden Pet Care need to transport and attend a veterinary appointment, the

Client agrees that a "Veterinary Attendant" fee of \$50 plus \$1/minute-over-60-minutes will be incurred and to pay this fee within 14 days.

6. Property

- a. Agreement of these terms gives Eden Pet Care authorization to enter the address listed on Client's Time to Pet account during the duration of all services. The Client agrees to provide Eden Pet Care with the means of access onto the property and into the home. The Client understands and agrees that in no event will Eden Pet Care be liable for any loss or damages to property unless willful misconduct is proven or admitted.
- b. Client agrees to properly secure the home prior to leaving the premises. Eden Pet Care agrees to re-secure the home according to the Client's instructions during and at the end of each visit. Eden Pet Care will not be liable for theft of / damage to property in the event of a break-in.
- c. For Petsitting services for traveling pet parents, the Client agrees to utilize a physical key and lockbox for Eden Pet Care to have access to the property and house. This lockbox can be provided by Eden Pet Care if the Client does not have their own. Client may also elect to instead provide Eden Pet Care with a copy of the key to be kept in a safe at the Owner's residence. This key would need to be provided at the consultation or meet-and-greet, and there will be a \$25 key-return fee. The use of garage door openers or electronic locks can be used in addition to a physical key. Client also agrees to be prepared to arrange or have pre-arrangements in place for a back-up method to enter the home in case access is unsuccessful (this may include an emergency contact with access or the use of a locksmith). The Client understands that Eden Pet Care will not be held liable for theft or damage to property in the case of a stolen/missing lockbox and break-in.
- d. In the event that a lock, key or lockbox malfunctions or is missing/lost, and the Client or emergency contact(s) is unresponsive or unable to help, the Client authorizes Eden Pet Care to employ a locksmith to gain access into a home. Should the inability to enter the home be due to a dysfunctional lockbox provided by Eden Pet Care or if Eden Pet Care loses a key, Eden Pet Care agrees to cover this expense. Otherwise, the Client agrees to reimburse Eden Pet Care for this cost within 14 days.
- e. Client understands and agrees that Eden Pet Care is a pet care provider and is not responsible for responding to / correcting any home-related mishaps, property damage, or equipment malfunction. However, Eden Pet Care will inform the Client if anything like this were to occur and do its best to help, but it will remain the Client's responsibility to respond to and correct the problem at their earliest opportunity. The Client may utilize Eden Pet Care's services to assist in these situations by purchasing additional available Drop-In Visits or Concierge Services to let a service provider into the home and manage the situation in regard their pet(s).
- f. For urgent property problems, the Client understands that Eden Pet Care will make every effort to contact the Client as soon as possible and correct the immediate problem (i.e., turning off a water valve and attempting to protect items from water damage). If the Client is unresponsive, and immediate action is necessary, the Client authorizes Eden Pet Care to arrange for any necessary repairs from a professional home service provider. Eden Pet Care will also attempt to contact the Client's emergency back-up person(s) to inform them of the situation and seek assistance if necessary. The Client fully accepts responsibility for any action taken by a home service provider or the emergency back-up person(s) and any expenses incurred. Eden Pet Care will not be held responsible for any property damage not caused by Eden Pet Care, including from any lack of action on Eden Pet Care's part in regard to a property problem.
- g. Client agrees to inform Eden Pet Care of any expected visitors (such as maintenance workers, gardeners, or neighbors "checking-in") during the entire timeframe of service, regardless of if this person is not expected to be on the property around the time Eden Pet Care provides service. Eden Pet Care will not provide services at the same time that this other person is in the home or enter the home if it appears that another person is inside, unless originally agreed upon and put into writing by the Client and for which Eden Pet Care will require this person's/business's name in writing. Client understands that should an unexpected person (includes a person that does not give the same name provided by the Client) attempt to enter the home while Eden Pet Care is present, this person will be instructed to leave, and the police may be called if necessary. Eden Pet Care will call the Client and/or emergency contact(s) immediately. Should the presence of an unexpected visitor prevent Eden Pet Care from being able to provide service, a service cancellation cost will be incurred.
- h. If the Client is to utilize a secondary caretaker for the pet(s) or home, the Client agrees to inform Eden Pet Care in writing of this person(s), provide their contact information, and sign a liability waiver. The Client also understands that Eden Pet Care will not provide services while this person is in the home, nor will Eden Pet Care enter the home if it appears there is another person inside. Should the presence of a secondary caretaker prevent Eden Pet Care from being able to provide service, a service cancellation cost will be incurred.
- i. If the Client requests the use of a security alarm, the Client agrees to provide Eden Pet Care with the alarm code via their secured and confidential Time to Pet account for access into the home, as well as detailed instructions for use of the security system. Eden Pet Care will not be responsible for any false alarm fees that occur due to any other reason except for error on the part of Eden Pet Care. False alarms not at the fault of Eden Pet Care that result in additional time spent at the Client's home will result in a \$1.00 fee per minute. Assistance from an emergency contact may be needed.
- j. If a code/password is required to enter a neighborhood or gated property, the Client agrees to provide Eden Pet Care with this code via their Time to Pet account for access into the home. The Client will ensure these codes are up-to-date and functional prior to each

booking. If Eden Pet Care is unable to enter a neighborhood or gated community/property for any reason other than error on the part of Eden Pet Care, a cancellation cost will be incurred.

k. Eden Pet Care will not provide overnight or live-in services to homes with cameras in any bathroom or the bedroom that the Owner of Eden Pet Care would be sleeping in. If a camera is discovered in one of these rooms during the time of service, Eden Pet Care will discontinue services immediately and will no longer provide future services. If this were to occur, Eden Pet Care will inform the Client immediately and the Client will be responsible to arrange for alternate care for their pet. If the Client is unresponsive, Eden Pet Care will inform the Client's emergency contact of the situation and that this person will need to assume responsibility for care of the pet(s).

l. Client understands and agrees that Eden Pet Care will not be responsible for damage to home or property due to the actions of a pet(s). These actions include, but are not limited to: urinating, defecating, vomiting, digging, scratching, chewing, or any other animal action. Eden Pet Care will make every effort to clean up after a pet in these circumstances within the allotted service time but will not be held responsible for any damage or lasting effects. For cleaning, Eden Pet Care requires the use of the Client's cleaning supplies.

7. Communication

a. Eden Pet Care does not provide services to clients who are not reachable by phone or request not to be contacted. Client understands that cell phone service must be available to them at all times (except during reasonable times in which cell phone service would be temporarily unavailable such as while on a plane, while driving through areas with no cell coverage, or on a nature hike). Client also understands and agrees to do their best to respond to any communications from Eden Pet Care as soon as possible. A lack of response within 24 hours may result in a violation of this contract.

b. Client agrees to notify Eden Pet Care of any concerns within 72 hours of completion of services. Any concerns or complaints brought up after that timeframe may not be able to be addressed or corrected by Eden Pet Care.

c. The Client agrees to do their best to always communicate with Eden Pet Care through their Time to Pet account. However, in the interest of Eden Pet Care's wishes to remain accommodating, Eden Pet Care authorizes communications to also take place via emailing or texting. Pet care instructions will not be accepted over a phone call (except in emergencies), but a phone call can be used to supplement written instructions for clarification purposes. The Client understands that Eden Pet Care may request or require the sole utilization of the Client's Time to Pet account for all communications at any time.

d. As the sole operator of Eden Pet Care, the Owner agrees to respond to questions and concerns as soon as reasonably possible, taking into consideration Eden Pet Care's business hours and the Owner's time caring for other pets in the community. Non-urgent communications will be responded to during business hours. If the Client needs to reach Eden Pet Care regarding urgent matters during the course of services, the Client agrees to call the business number, and leave a voicemail if unanswered. The Client understands that Eden Pet Care cannot guarantee a response outside of business hours but will make every reasonable effort to respond as soon as possible.

e. Client agrees to inform Eden Pet Care of return from travel within 24 hours. Otherwise, the Client understands that Eden Pet Care will continue to try to contact the Client, and possibly the emergency contact(s), and will perform a post-service check-in visit to confirm return and ensure pets are cared for in the event that the Client is unresponsive. The Client understands there will be a \$25 fee for this visit and due within 14 days.

f. To foster a professional relationship and ensure safe, successful pet care, the Client agrees to conduct themselves professionally and communicate honestly and respectfully with Eden Pet Care at all times. Disrespectful communication or inappropriate behavior may result in a termination of the relationship.

8. Client authorizes this contract to be valid approval to permit Eden Pet Care to provide all future services without additional signed contracts, written authorizations or any kind of review of the information herein. Likewise, the Client understands this contract to be valid agreement and application of the Terms to all future services. The Client agrees to inform Eden Pet Care of any lack of a copy of this contract and agrees to maintain a copy of this contract in their records.

9. The Terms of this contract apply to all pets owned by the Client, including any and all new pets that the Client obtains on or after the date this document was signed.

10. Any violation of these Terms of Service on part of the Client may result in immediate discontinuation of service, and cancellation of future bookings. Eden Pet Care's determination to discontinue services due to a violation of contract on part of the Client qualifies as a service cancellation for which cancellation policies will apply and be owed by the client immediately upon discontinuation of service.

11. Client guarantees that any and all information communicated to Eden Pet Care on their Time to Pet account or through any other forms of communication is up to date and accurate.

12. Eden Pet Care reserves the right to refuse any and all services and terminate this Agreement at any time for any reason. Service cancellation fees will not be passed to the Client if Eden Pet Care initiates cancellation and if the Client has not violated any Terms in this contract.

15. These Terms of Service shall be interpreted and governed by the laws of the state of New Mexico.

Client Printed Full Name: _____

Client Full Address: _____

Current Pet's Name(s): _____

Client Signature: _____ Date: _____