

## PURR CITY LLC SERVICES AGREEMENT

This Service Agreement (this "**Agreement**") is entered into on the date of electronic signature by the client ("Client") and Purr City LLC, a California Limited Liability Company (D/B/A Purr City) (the "**Company**") (each herein referred to individually as a "**Party**," or collectively as the "**Parties**").

This Agreement sets forth the general terms and conditions under which the Company will provide in-home cat care and related services to the Client. This Agreement applies to all current and future services requested by the Client and will remain in effect until terminated in accordance with its terms. Client will not be required to re-sign this Agreement for each new booking, unless the Company issues a materially revised version.

### **1. GENERAL**

**1.1** The Company shall provide in-home visits for cat care and related services as specified in this Agreement (the "**Services**") at the Client's residence, which is defined as the address listed in the Client's Time to Pet profile (the "**Location**"). Services will be provided during the scheduled service dates (the "**Booking Period**") as indicated on the Time to Pet system. The Client's cat(s) (collectively, as the "**Pet(s)**") receiving care will also be identified in the Client's Time to Pet profile. The fees for Services are not set forth in this Agreement and are subject to change. Current rates are made available by the Company at [linktree.com/purrcity](http://linktree.com/purrcity) or upon request.

**1.2** Client represents that it has legal ownership and permission to authorize care for Pet(s).

**1.3** The Company will not accommodate any requests from the Client to share responsibility for the Services with family, friends, neighbors, or other pet sitters for any portion during the period of Services being rendered by the Company.

**1.4** Client is responsible for informing the Company of any updates regarding Pet(s) care or other important changes, such as home access or emergency contacts, between bookings.

**1.5** Client acknowledges that cats are instinctual in nature and not always controllable by the sitter, even when the highest level of care is provided.

**1.6** The Company is not responsible for sickness, injury, escape, loss, accidents or death of Pet(s) during the Booking period, unless caused through negligence or willful misconduct on the part of the Company.

**1.7** The terms of this Agreement apply to Pet(s) only, and during the Booking Period.

**1.8** The Company, in its sole discretion, reserves the right to refuse Service, at any time, and for any reason.

### **2. SERVICES**

**2.1** The Company will provide home visits for cat care during the Booking period. The Services shall include:

- Feeding and freshwater replenishment.
- Administering medication to Pet(s), if applicable and requested.
- Litter box scooping.
- Playtime and enrichment.
- Providing affection (as tolerated by Pet(s)).
- Sending photo updates.
- Cleaning unexpected messes that occur during the Booking Period.

- Emergency care coordination.

**2.2** For the safety and well-being of Pet(s) and your home, the Company requires daily visits during your time away. The Company does not offer less frequent care than once per day.

**2.3** The Company does not provide services for dogs or households with resident dogs.

### **3. PAYMENT TERMS AND POLICIES**

**3.1** Client is required to store a valid credit or debit card in the Time To Pet system. Payment for services is due as of the date the invoice is issued (the "**Effective Date**"), and bookings are only confirmed once payment has been received in full by the Company. The Company will not provide Services if payment has not been received prior to the Booking Period.

**3.2** Accepted payment methods for bookings are credit card, debit card, or ACH transfer through the Time To Pet system only. The Company does not accept cash, checks, or peer-to-peer payment methods (such as Venmo or PayPal) for service bookings. Venmo (@purrcity) may only be used for gratuities (tips).

**3.3** Clients are responsible for reimbursing the Company for any and all documented third-party expenses incurred on Pet(s) behalf during the course of the Booking Period. Such expenses may include, but are not limited to, veterinary care, pet supplies, or locksmith services (the "**Expenses**"). Client agrees to pay a \$40 per hour fee for extra time incurred by the Company in connection with the Expenses, such as transporting Pet(s) to a veterinarian, waiting for a locksmith, or traveling to a store to restock supplies (e.g., food, medicine, etc.) that should have been provided by Client for the Booking Period.

**3.4** The Company will make every reasonable effort to contact Client to confirm Client's preferred course of action if documented third-party expenses are anticipated or have been incurred. If Company covers these costs up front, a 5% processing fee will be added to the total amount of Expenses.

**3.5** All documented third-party expenses must be reimbursed within two (2) calendar days following the end of the Booking Period. Any reimbursement for Expenses not received within this timeframe will be considered late. Company reserves the right to decline future bookings from Client, as determined at the sole discretion of Company management. Late payments may result in the immediate suspension of Services and will incur a late fee of \$5 per day until paid in full, in accordance with the Company's late fee policy and at the Company's sole discretion.

**3.6** An additional fee of \$6 per visit applies for Services scheduled on Company designated holidays. The complete list of Company designated holidays can be provided to Client upon request (the "**Purr City Holidays**").

**3.7** The Client affirms the Client's understanding and acceptance of the payment terms set forth in Section 3 herein.

### **4. CANCELLATION POLICY:**

**4.1** By signing this Agreement, Client agrees to Company's cancellation policy which is as follows:

- Standard Booking (Less than 10 days, non-Holiday)
  - Cancellations made by 12:00 PM (noon), three (3) days prior to the scheduled start of the Booking Period will receive a full credit for the amount paid applicable toward future services. Such credit must be used within one (1) year from the date of issuance.

- Cancellations made after this deadline but before the Booking Period start date will receive a credit equal to 50% of the fees for the first three (3) days of the Booking Period; all remaining days will be fully credited. Such credit must be used within one (1) year from the date of issuance.
- Cancellations made on or after the scheduled start date of the Booking Period will not be credited for the first three (3) days following the cancellation date; any remaining days after this period will be fully credited. Such credit must be used within one (1) year from the date of issuance.
- Holiday & Long-Term Bookings (10 plus days or Overlapping Purr City Holidays)
  - Cancellations made by 12:00 PM (noon), seven (7) days prior to the scheduled start of the Booking Period, will receive a full credit for the amount paid applicable toward future services. Such credit must be used within one (1) year from the date of issuance.
  - Cancellations made after this deadline but before the Booking Period start date will receive a credit of 50% of the fees for the first seven (7) days of the booking; all remaining days will be fully credited. Such credit must be used within one (1) year from the date of issuance.
  - Cancellations made on or after the scheduled start date of the Booking Period will not be credited for the first seven (7) days following the cancellation date; any remaining days after this period will be fully credited. Such credit must be used within one (1) year from the date of issuance.

**4.2** All cancellation requests must be submitted through the Time To Pet system or in writing to the Company at [rochellethecatsitter@gmail.com](mailto:rochellethecatsitter@gmail.com). Approved cancellations will be processed as credits for future Services.

**4.3** For purposes of this Agreement, a “credit” refers to a non-refundable balance issued by the Company that can be applied toward future services.

**4.4** In the event of widespread travel disruptions, natural disasters, pandemics, or other emergency situations resulting in mass cancellations for businesses resulting in cancellation of the Services, the Company may, at its sole discretion, issue credits, regardless of whether the cancellation falls within the standard deadline.

**4.5** The Client affirms understanding and acceptance of the Company’s terms of cancellation set forth in Section 4 herein.

**5. HOME ACCESS AND SECURITY:**

**5.1** This Agreement authorizes the Company and its representatives to enter the Location as needed to perform agreed-upon in-home cat care services.

**5.2** Client is responsible for properly securing the Location prior to leaving the premises. The Company will make every effort to re-secure the Location according to Client instructions at the end of each visit. The Company shall not be liable for any loss or damage to the Location during the Booking Period.

**5.3** Client is solely responsible for ensuring that the Location is cat-proof and that all windows, doors, and any areas accessible to Pet(s) is secure. The Company will not be responsible for the safety of Pet(s) with unsupervised Client-approved access to the outdoors. Clients are liable for any injuries or incidents that occur as a result of Pet(s) having unsupervised Client-approved outdoor access.

**5.4** Client must disclose to the Company in advance of the Booking Period if any other individuals (including, but not limited to, house cleaners, maintenance workers, friends, or family) will have

access to the Location during the Booking Period. Failure to disclose this information may result in canceled services and/or police involvement.

**5.5** Security cameras must be disclosed and must not be placed in areas where the Company would reasonably expect privacy (such as bathrooms).

**5.6** Client is responsible for providing all necessary cat care supplies, including food, medications, litter boxes, cat litter, and cleaning supplies for Pet(s).

**5.7** Client may store keys in a lockbox or with the Company for future use. If key pick-up or drop-off is required, a \$10 fee will apply per trip. All keys, fobs, and remotes will be securely stored and labeled with non-identifying codes. Access codes will be kept securely in the Client's profile.

**5.8** In the event of a malfunction with locks, keys, or automatic door openers, the Company is authorized to engage a locksmith on the Client's behalf. The Client agrees to promptly reimburse the Company for all locksmith costs incurred within two (2) calendar days following the end of the Booking Period, plus a 5% processing fee, if the Company covers these costs.

**5.9** The procedures and terms governing the handling, storage, return, and security of keys, fobs, remotes, and access codes are set forth in the Key Handling Agreement, attached hereto as Exhibit A and incorporated by reference into this Agreement. By signing this Agreement or by continuing to use Purr City's services, the Client acknowledges and agrees to the terms of the Key Handling Agreement.

**5.10** The Client affirms understanding and acceptance of the Home Access and Security terms set forth in Section 5 herein.

## **6. HOME CARE NEEDS:**

**6.1** Purr City is not responsible for damage to your home or property that is beyond the Company's control, including but not limited to electrical problems, plumbing leaks, appliance malfunctions, or acts of nature. All repairs and related fees are the responsibility of the Client and must be paid directly or fully reimbursed to Purr City within two (2) calendar days of the client's return.

**6.2** The Company is not liable for any damage to the Client's Location unless such damage is caused by the negligent act or misconduct of a Company sitter.

**6.3** Any damage or concerns to the Client's Location must be reported to the Company within twenty-four (24) hours of the completion of Services.

**6.4** By continuing to use the Company's services, the Client affirms understanding and acceptance of the terms set forth in Section 6 herein.

## **7. HEALTH AND SAFETY**

**7.1** Client represents and warrants that Pet(s) are currently vaccinated and up to date on rabies (in accordance with all local, state, and federal laws and regulations), as well as FVRCP vaccines to prevent the spread of contagious and potentially deadly diseases. Clients must provide proof of current vaccinations prior to Service. Official written veterinarian exemptions may be accepted at the Company's sole discretion if the vaccination may threaten the health of the Pet(s).

**7.2** Clients must disclose any known zoonotic diseases, fleas, or contagious conditions present in Pet(s).

**7.3** Clients must designate a local alternative care (the "**Emergency Guardian**") who can assume pet care if road conditions, or natural disasters prevent the Company from providing the Services

during the Booking Period. If an Emergency Guardian is unavailable, Pet(s) may be boarded at the Client's expense. If a Company sitter experiences an emergency or illness preventing the ability to care for Pet(s), the Company may assign a qualified substitute to provide services. In all instances, the Company will make every effort to notify the Client in advance of such substitution.

**7.4** Client accepts responsibility for all medical expenses and other damage resulting from an injury to the Company's designated sitter, other people, or other animal(s) caused by the Client's pet(s) or negligent act.

**7.5** Client agrees to indemnify, hold harmless, and defend Purr City in the event of a claim by any person injured or otherwise damaged by Client's pet(s) or negligent act.

**7.6** In the case of an emergency, inclement weather, or a natural disaster, the Client authorizes the Company to use reasonable judgment for the care and well-being of the Pet(s) and Location. The Company will make reasonable efforts to maintain its Services during these conditions but reserves the right to adjust the schedule of Services based on the sole discretion of the Company's designated sitter.

**7.7** The Client affirms understanding and acceptance of the Health and Safety terms set forth in [Section 7](#) herein.

## **8. LIABILITY:**

**8.1** Unless due to negligence or misconduct, Client releases the Company from liability for:

- Security breaches by third parties (e.g., burglary or criminal trespassing).
- Incidents that occur while the Company designated sitter is not present.
- Property damage due to weather or external factors.
- Pet injuries that may occur while transporting Pet(s) to and from a veterinary clinic for care.
- Injuries to sitters, other animals, or people caused by Pet(s).

**8.2** Client must report any damage or concerns within twenty-four (24) hours of the completion of Services.

**8.3** The Company's liability for any claims, losses, or damages arising out of or relating to the Services shall be limited to the total amount paid by the client under this Agreement. Additionally, clients must provide proof of current vaccination records for all pets receiving care; failure to do so may further limit or void liability coverage.

**8.4** The Company is not liable for any indirect, incidental, special, or consequential damages of any kind, including but not limited to loss of use, loss of profits, or loss of data, even if advised of the possibility of such damages.

**8.5** The Company shall not be liable for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the Company.

**8.6** The Client affirms understanding and acceptance of the Liability and Insurance terms set forth in [Section 8](#) herein.

## **9. MARKETING:**

**9.1** The Company may use photos of client pets for promotional purposes, including but not limited to the Company's website, social media accounts, and marketing materials.

**9.2** By entering into this Agreement, the Client authorizes the use of their Pet(s)' images for marketing and promotional purposes. The Client may opt out of marketing materials in their Time to Pet profile.

**10. TERMINATION:**

**10.1** The Company reserves the right to terminate this Agreement at any time if the Company, in its sole discretion, determines that Pet(s) poses a danger to the health or safety of itself, other pets, other people, or the Company. If such concern arises, the Company will contact the Client to arrange alternative care for Pet(s). If the Client cannot be contacted, the Client authorizes the Company to transfer care of the Pet(s) with the Client's designated Emergency Guardian. All costs associated with this transfer shall be the sole responsibility of the Client.

**11. MISCELLANEOUS TERMS:**

**11.1** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law principles.

**11.2** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will continue in full force and effect.

**11.3** Electronic copies of this Agreement are valid and enforceable.

**11.4** The Company may update this Agreement as needed. Clients will be notified of any changes via the email associated with their Time To Pet account. Continued use of the Company's Services after notification of changes constitutes acceptance of the updated terms. Clients will only be required to sign a new version if the Company determines a material change has occurred.

**11.5** The failure of the Company to enforce any provision of this Agreement shall not be construed as a waiver or limitation of the Company's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**11.6** All exhibits attached to this Agreement, including but not limited to Exhibit A (Key Handling Agreement) and Exhibit B (Veterinary Release), are hereby incorporated by reference and form an integral part of this Agreement.

By confirming a booking through the Time to Pet system, the Client acknowledges and agrees with the terms and conditions of this Agreement.

## EXHIBIT A

### KEY HANDLING AGREEMENT

#### **Key Handover**

Client agrees to provide Purr City with keys and, if necessary, key fobs, remotes, and access codes, during the initial meet-and-greet. These will grant Purr City access to your property, including any relevant doors or security systems. If these items are unavailable at the meet-and-greet, Client may use a lockbox or pay a \$10 fee for Purr City to pick up the keys prior to the booking.

#### **Key Storage and Security**

All keys, fobs, and remotes will be securely stored when not in use and will be labeled with non-identifying codes that only representatives of Purr City know how to decipher. Purr City will not make copies of the keys provided. All access codes will be kept securely in your Time To Pet profile.

#### **Access Authorization**

Client grants permission for Purr City to provide keys, remotes, fobs, and access codes to any authorized representatives of Purr City who are responsible for providing pet care services to your Pet.

#### **Key Retention**

At the end of scheduled Services, if you aren't using a lockbox, your keys, fobs, remotes, and access codes will be automatically retained by Purr City for future services. If you would like your keys returned after the booking, Purr City will return them for a \$10 fee. If we are unable to contact you, we will dispose of the keys, fobs, and remotes in a secure manner.

#### **Liability**

Purr City assumes responsibility for the proper handling of all keys and access materials provided. However, Purr City will not be liable for any security incidents unrelated to its handling of the keys.

By confirming a booking through the Time to Pet system, the Client agrees that he/she has read this agreement in its entirety and fully understands and accepts its terms and conditions

## **EXHIBIT B**

### **VETERINARY RELEASE**

In the event that your pet experiences a medical event or emergency while under the care of Purr City, and you cannot be reached in a timely manner, you hereby grant Purr City, at its sole discretion, full authority to seek medical attention for your pet from any veterinary facility of Purr City's choosing. Purr City is authorized to make all decisions regarding the care and treatment of your pet, including but not limited to diagnostic procedures, medical or surgical interventions, and, if necessary, humane euthanasia, in accordance with your selected Severe Medical Emergency Directive.

#### **Release of Medical Records**

Client authorizes the release of your pet's medical records from your regular veterinarian or any other veterinary provider to Purr City and to any attending veterinary facility, as needed, to facilitate the care and treatment of your pet.

#### **Financial Responsibility and Veterinary Charges**

Client acknowledges and agrees to be solely and fully responsible for all costs and expenses incurred for the assessment, treatment, and care of their pet, including but not limited to veterinary fees, medications, procedures, and transportation. Purr City may, at its sole discretion, advance payment for such costs on your behalf, in which case you agree to reimburse Purr City in full, plus a 5% processing fee, within two (2) days of the end of the booking or upon demand. Failure to reimburse Purr City in a timely manner may result in suspension or termination of services.

#### **Severe Medical Emergencies**

Client must choose a Severe Medical Emergency Directive for each pet in the Time To Pet profile. Client releases Purr City and the owner and employees of the veterinary clinic from any liability in honoring the Client's selected Directive as described below:

If, in the opinion of the attending veterinarian(s), your pet's medical condition becomes terminal and hopeless, or death is imminent; or your pet is in a state of permanent unconsciousness; or your pet is suffering and it would be inhumane to keep your pet alive; or there is no reasonable expectation that your pet will recover and regain a meaningful quality of life; or your pet is in the terminal state of an irreversible fatal illness, disease, or condition; then, you direct that further treatment by life sustaining procedures, methods, and devices involving therapeutic or emergency care follow one of the options below.

You are required to select a Severe Medical Emergency Directive for each pet in your Time To Pet profile. In the event of a severe or terminal medical condition, as determined by the attending veterinarian(s) at their sole professional judgment, you release Purr City and the owner, employees, and agents of any veterinary clinic from any and all liability for honoring your selected Directive, as described below:

- Option A** – You direct that all life-sustaining procedures, methods, and devices be withheld or withdrawn. All treatments will be limited to comfort and pain management measures only, even if such measures may shorten your pet's life. You expressly authorize Purr City, at its sole discretion, to give consent for humane euthanasia under these circumstances.
- Option B** – You direct that all life-sustaining procedures, methods, and devices be initiated and continued indefinitely, regardless of the expected outcome or cost of treatment. You understand and accept that, even with such treatment, your pet's condition may not improve, and your pet may die during treatment.

### **Special Care**

You are responsible for providing Purr City with all relevant special care instructions for your pet, including but not limited to medication regimens, allergies, chronic conditions, and behavioral concerns. Purr City will make reasonable efforts to follow such instructions but shall not be liable for any adverse outcomes resulting from incomplete, inaccurate, or omitted information provided by you.

### **Limitation of Liability**

Unless due to Purr City's gross negligence or willful misconduct, you agree to release, indemnify, and hold harmless Purr City, its owners, employees, agents, and any attending veterinary providers from any and all claims, damages, or liabilities arising from or related to the provision of emergency veterinary care, including but not limited to decisions made in good faith regarding your pet's treatment, the selection of veterinary providers, and the execution of your selected Severe Medical Emergency Directive.

By signing this agreement or by continuing to use Purr City's services, you acknowledge that you have read, understood, and agree to the terms and conditions set forth in this Veterinary Release form. You further acknowledge that you have had the opportunity to ask questions and provide all necessary information regarding your pet's health and care needs.

### **Veterinary Facility**

While Purr City will make every effort to take your pet to your preferred veterinary facility, please be aware that in certain emergency situations, it may not be possible to do so. Purr City reserves the right to seek medical attention from any available veterinary facility to ensure the timely care and treatment of your pet.

By confirming a booking through the Time to Pet system, the Client agrees that he/she has read this agreement in its entirety and fully understands and accepts its terms and conditions.