

Pet Sitting Contract

This Pet Sitting Contract (the "Contract"), effective as of January 1st, 2023, is by and between the party contracting to receive pet care services (at times, the "Pet Owner" or "Client"), and the party contracted to provide pet care services, WNC Pet Care, LLC (including its agents and contractors) (the "Pet Sitter").

RECITALS

1. Pet Owner wishes to engage Pet Sitter for certain pet care services.
2. Pet Sitter wishes to provide such services for Pet Owner.

GENERAL TERMS. The terms of services to be provided by Pet Sitter for Pet Owner are outlined herein. Additionally, this Contract incorporates all information provided by Pet Owner and/or Pet Sitter within the Time To Pet web-based software application ("Time To Pet"), and the Veterinary Release Form attached hereto ("Exhibit A"). Any modification to terms herein must be expressly agreed upon, in writing, by both Pet Owner and Pet Sitter. Any reference to a "Pet" or "Pets" in this Contract shall refer to Pet Owner's pet(s), as specified within Time to Pet.

DESCRIPTION OF SERVICES. Beginning on the scheduled and confirmed date(s), Pet Sitter will provide one or more services (collectively, the "Services") that may include, but will not necessarily be limited to, the following:

- Drop-in Visit: Visit to the Pet Owner's home, usually 30, 45, or 60 minutes in length, to care for pet(s) and/or the home during Pet Owner's absence.
- Dog Walk: Provide walk and exercise, as needed, for the pet(s).
- Overnight House Sitting: Care for Pet Owner's home and pet(s), perform security check, water plants, and complete other simple chores, as requested and agreed upon between Pet Owner and Pet Sitter.
- Boarding: Care for pet(s) in the Pet Sitter's home
- Special Care: Special care may include such services as subcutaneous fluid administration, injections, diabetes monitoring, post-surgery care, and bandage change.
- Basic Grooming: Basic grooming may include such services as nail trimming, ear cleaning, gland expression, hygienic trim, and teeth-brushing.
- Pet Taxi: Provide transportation to and from doggy daycare, veterinary appointments, and grooming visits.

Where Pet Owner is away for more than 12 hours, Pet Sitter provides a mandatory minimum of two Drop-in Visits per day for dog care, and one Drop-in Visit per day for all other animals. In the event the Pet Owner declines the minimum required visits, a release of liability shall be signed by Pet Owner before services will be provided by Pet Sitter.

Overnight Housing Sitting visits are charged by the night, for a 12h or 24h period. Should the Pet Owner plan on an early return or late departure, no monetary deductions or refunds will be provided for contracted services. Should the Pet Owner require additional services due to late return or early departure, additional charges will apply at an hourly rate.

Boarding service is charged by the night, per pet, for a 24h period. Should the Pet Owner plan on a late drop-off or early pick-up of the pet(s), the price for each pet will remain the amount of one full boarding service day. Should the Pet Owner plan on an early drop-off or a late pick-up, additional charges will apply at an hourly rate.

When applicable during a Drop-in Visit or Dog Walk, if a pet under Pet Sitter's care hides or feels threatened (in Pet Sitter's sole discretion) in the presence of the Pet Sitter, the Pet Sitter shall leave early during the visit. Under no circumstances will Pet Sitter put themselves in a situation where injuries or psychological stress could occur to the pet or Pet Sitter. Pet Sitter reserves the right to stop providing services if a pet causes a risk of harm to the wellbeing of Pet Sitter's staff members.

In the event the Pet Owner requests a Dog Walk in hot or cold conditions (such as midday summer walks or winter-time walks), Pet Sitter hereby discloses the risk of potential injuries or burns to a pet's paws, and Pet Owner hereby assumes the risk of said injuries or burns, related to the pet walking on hot or cold surfaces. Pet Sitter is not liable for such injuries or burns, except that Pet Sitter is required to seek and provide for shade and the safety of the pet, whenever possible.

PAYMENT FOR SERVICES AND LATE FEES. All Pet Owners shall be required to maintain at least one valid debit or credit card on file, which shall be utilized for all transactions. It is recommended that Pet Owners provide a second card on file as an alternative method of payment in the event that the primary card is declined. This shall serve to prevent service interruption and to ensure timely payment processing. All payments must be made exclusively through Time To Pet. No other form of payment shall be accepting including Venmo Zelle, Paypal, checks and cash. This term does not apply to gratuities.

All invoices must be fully paid by the due date specified on the invoice. The due date for all invoices is defined as the day before the first service within a reservation. Any balance shall be automatically processed using the Pet Owner's preferred card on file. Collection is scheduled daily at 6:00 pm for any past due invoice. The automatic payment processing service shall be enabled to all Pet Owners at no extra cost in order to alleviate late payment fees. While the automatic payment processing option is available, Pet Owner is encouraged to make payments at their earliest convenience.

Automatic online payment processing will be enabled for all Pet Owners starting January 1st, 2023. It is the Pet Owner's responsibility to ensure the accuracy of reservations prior to booking. If changes need to be made to an invoice once payment has been processed, a credit can be applied to the Pet Owner's Time To Pet profile towards future services. No refunds will be issued once payment has been processed unless Pet Owner requests to terminate contract with Pet Sitter. See the "Cancellation" section for additional terms.

Reservations involving recurring templates shall be automatically charged at 6:00 PM on the first day of service, in the amount of the full invoice. Pet Owners may contact WNC Pet Care prior to the due date in the event that they wish to merge or split invoices.

With the exception of recurring templates, all reservations must be secured by a non-refundable deposit equal to 20% of the total invoice value. The deposit will be processed upon approval of reservations in

order to secure the dates and times selected. Services are not confirmed until a deposit has been processed. The remaining balance may be paid either manually prior or on the due date listed on the invoice, or using our automatic payment processing service. In the event that a deposit has not been received by the day following reservation approval, WNC Pet Care reserves the right to charge the Pet Owner's preferred card on file for the amount necessary to secure the reservation. Deposits are non-refundable. A deposit can be transferred once towards future services. In the event a reservation is postponed.

Late fees may be assessed if a debit or credit card is declined or missing, and payment cannot be processed by the first day of service. A first warning shall be sent on the next business day following a failed payment processing. If payment is not received the following day, a second warning along with an administrative fee of \$10.00 will be incurred. WNC Pet Care reserves the right to cancel reservations after two or more written warnings.

MISCELLANEOUS FEES. A \$10.00 holiday fee will apply for any services scheduled on a major holiday, including New Year's Eve, New Year's Day, Easter, Independence Day, Thanksgiving (including the Friday after), Christmas Eve, Christmas Day. A \$5.00 holiday fee will apply for the following holidays: Good Friday, Easter Monday, and Memorial Day.

Pet Sitter reserves the right to charge Pet Owner a \$5.00 "last minute" fee for booking of same-day services, applicable as to each service rendered within that day. Last-minute fees will be billed following the services during the Pet Sitter's next invoicing cycle.

In the event a check written by the Pet Owner to Pet Sitter is returned, a \$35 fee will be added to the total owed by Pet Owner to Pet Sitter.

Additional fees may be assessed to Pet Owner for the necessary purchase of items or incurrence of necessary expenses for the care of the pet. Necessary purchases or expenses may include, but are not limited to, those pertaining to pet food, litter, cleaning supplies, transportation, unexpected visits, and emergency expenses for health care. Pet Sitter shall retain and submit receipts to Pet Owner as proof of additional expenses. Pet Owner must reimburse any amount Pet Sitter incurred as a necessary expense for the care of Pet Owner's pet within seven days from the day of notice of the transaction. Pet Owner authorizes Pet Sitter to judge which purchases and/or expenses are deemed necessary for the wellbeing of the pet(s) of said Pet Owner.

CANCELLATION. Pet Sitter provides a dollar amount credit to the Pet Owner's account for qualifying cancellations, which can be used at any time for future scheduled services. Credits can be redeemed anytime within 2 years of the date the credit was created. Pet Sitter does not provide refunds for cancellations.

Pet Owner may cancel reservations without incurring any penalties if the cancellation is requested within 14 days prior to the first day of services for reservations that include Thanksgiving (date varies), Christmas Day (December 25th), or New Year's Eve (December 31st). For all other reservations, cancellations can be made without penalty up to 72 hours before the first scheduled service. In this case, a credit of 100% of the cancelled services will be applied to the Pet Owner's account. Credits can be redeemed towards future services at any time within two years of the cancellation date.

If a cancellation is requested less than 72 hours before the scheduled service, the Pet Owner shall receive a credit of 50% of the charge for cancelled services, which can also be redeemed within two years of the cancellation date. Cancellations for services scheduled within 24 hours are not eligible for any payment credits to the Pet Owner's account.

Pet Owner may request cancellation due to inclement weather. Cancellation requests due to inclement weather will result in a 100% credit applied to Pet Owner's account, provided Buncombe County Schools are in session and classes are cancelled during the timeframe services were scheduled. If Buncombe County Schools are not in session (for example, during a school break), a 100% credit will be applied to Pet Owner's account, provided there is a National Weather Service alert or advisory cautioning against travel, that is active for the scheduled service. If classes are not cancelled, or if classes are not in session and there is no active alert or advisory cautioning against travel, cancellation requests will be processed consistent with general cancellation terms, as outlined above.

TERM/TERMINATION. The terms of this contract shall remain in effect until termination of the services relationship by either the Pet Owner or Pet Sitter. The Pet Owner may terminate by submitting a termination request, in writing and via email or Time to Pet, to the Pet Sitter. The Pet Sitter may terminate by providing written notice or deactivating the Pet Owner's Time To Pet account. Any monetary credit in Pet Owner's Time To Pet account will be reimbursed when requested once termination request has been approved by Pet Sitter.

EMERGENCIES. In the event of an emergency, Pet Sitter shall contact the emergency contact listed at the number provided by the Pet Owner, in order to confirm the Pet Owner's choice of action. If the listed emergency contact cannot be reached in a timely manner, Pet Sitter is authorized to:

- a. Transport the pet(s) to the listed veterinarian on the pet's Time To Pet profile;
- b. Request on-site treatment from a veterinarian; and
- c. Transport the pet(s) to an emergency clinic or hospital if the previous two options are not feasible.

It is recommended that arrangements be made with someone to evacuate your pets in case of a disaster or weather-related event/crisis/"Code Red". Pet Sitter may not be able to see to your pet's safety/care should such events occur.

BASIC VETERINARY CARE. Pet Sitter can provide basic veterinary care as requested by Pet Owners, such as bandage application, bandage change, disinfection of an affected area, wound cleaning, medication administration, injection administration, wound clipping, ointment application, nail clipping, internal anal sac expression, ear cleaning, and subcutaneous fluid administration. The Pet Owner understands that Caroline Lavigne, owner of Pet Sitter ("Proprietor"), has professional experience with and is fully capable of properly performing the listed procedures. Proprietor may authorize any of its agents or contractors to perform any of the above-listed procedures if deemed safe by Proprietor for the Pet Owner's pet. In the event medical complications occur that are not the result of negligence by Pet Sitter (including its agents and contractors), Pet Sitter (including its agents and contractors) will not be held liable.

RELATIONSHIP OF PARTIES. It is understood by the parties that Pet Sitter is an independent contractor with respect to Pet Owner. Pet Sitter is not an employee of Pet Owner.

SECURITY. Pet Sitter warrants to keep safe and confidential all keys, remote control entry devices, access codes, and personal information. Pet Sitter will return any of Pet Owner's property within its control or possession to Pet Owner immediately upon demand. The Pet Owner may request to have the Pet Sitter pick up a key. A fee of \$15, in addition to any charge for services requested by the Pet Owner, will be added for any key pick up or drop off service.

MEDIA RELEASE. Pet Owner hereby irrevocably authorizes Pet Sitter to make, edit, alter, copy, exhibit, publish, distribute, and otherwise use of photographs, videos, audio recordings, or other medias of any Pets that are listed on Pet Owner's Time To Pet profile, for any publications, including, but not limited to, within social medias, print publications, and web-based publications, and for any lawful purpose, including, but not limited to, for advertising, marketing, and promotion. Pet Owner further authorizes Pet Sitter to use and publish the names of any of Pet Owner's Pets. Pet Owner further authorizes Pet Sitter to "tag" Pet Owner and to "tag" Pet Owner's Pets in social medias and other publications; provided, however, that Pet Owner reserves the right to request that Pet Owner not be personally tagged in social medias or other publications by providing notice, in writing, to owner of Pet Sitter (Caroline Lavigne), within the Time to Pet software. Pet Owner waives any right to inspect or approve the finished product of any medias or publications. Pet Owner further waives any right to royalties or other compensation arising or related to the use of the medias. Pet Owner holds harmless, releases, and forever discharges Pet Owner from all claims, demands, and causes of action related to this media release and authorization.

INJURIES. Pet Owner will be responsible for any loss, liability, deficiency, damage, or expense that Pet Sitter may suffer, sustain, or become subject to, as a result of any injury or damage caused by Pet Owner's pet and/or any injury sustained on Pet Owner's property during the course of providing requested services.

INDEMNIFICATION. Pet Owner agrees to indemnify Pet Sitter (including owners, officers, directors, employees, agents, contractors, and representatives), and their affiliates, successors, and assigns (collectively, Pet Sitter Parties), and to defend and hold the Pet Sitter Parties harmless against any loss, liability, deficiency, damage, or expense that any of the Pet Sitter Parties may suffer, sustain, or become subject to (including, but not limited to, attorneys fees and costs of litigation), that may result from the assertion of any liability or claim against any of the Pet Sitter Parties concerning any injury or damage caused by Pet Owner's pet and/or any injury sustained by any of the Pet Sitter Parties on Pet Owner's property during the course of providing requested services. The provision excludes indemnification for the Pet Sitter Parties' own negligence.

LIABILITY. The Pet Sitter will carry liability insurance relative to the services performed for the Pet Owner. A copy of the insurance policy can be requested by the Pet Owner at any time.

- Pet Sitter accepts no liability for any breach of security, or loss of or damage to Pet Owner's property, that is not the result of Pet Sitter's own negligence.
- Pet Sitter shall not be liable for any mishap of whatsoever nature which may befall a Pet or be caused by a Pet who has unsupervised access to the outdoors.
- Pet Sitter is released from all liability related to the medical treatment of the Pet(s) and the expense thereof provided by a different party.
- Pet Sitter is released from all liability of injury to Pet(s) caused by other pet(s) or animal(s) that is not the result of Pet Sitter's own negligence.
- Pet Owner shall be liable for all medical expenses and damages resulting from an injury to the Pet Sitter as well as damage to the Pet Sitter's property caused by the Pet.
- Pet Sitter is not responsible for the failure of faulty dog walking equipment provided by the Pet Owner. Please inspect dog walking equipment such as harnesses, collars and leashes before leaving your animal in the care of Pet Sitter.
- The Pet Sitter shall not be obligated to perform any other duties except those specified on the Pet Owner's Information portal on Time to Pet.

ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, inclusive of any other documentation expressly incorporated herein. There are no other promises or conditions in any other agreement, whether oral or written, other than as expressly incorporated herein.

SEVERABILITY. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

APPLICABLE LAW. This Contract shall be governed by the laws of the State of North Carolina.

EXHIBIT A

Veterinary Release Form

TO WHOM IT MAY CONCERN

Pet Owner hereby authorizes the attending veterinarian to treat any of my pets as listed on the pet information sheet and accept full responsibility for all fees and charges incurred in the treatment of any pets listed under Pet Owner's Time To Pet profile.

Pet Sitter is authorized to transport Pet Owner's pet(s) to and from the veterinary clinic or hospital for treatment or to request "on-site" treatment if deemed necessary. If Pet Owner cannot be reached, Pet Sitter will contact emergency person listed under Pet Owner's Time To Pet profile. If neither are reachable, Pet Sitter shall act on Pet Owner's behalf to authorize any treatment excluding euthanasia. Pet Owner agrees to reimburse Pet Sitter (WNC Pet Care, LLC) for any amount deemed necessary for veterinary care for Pet Owner's pet(s) within 7 days.