

Understudy Sitters, LLC Service Agreement

1. General Definitions
 - a. In this agreement, “**Client**,” “**You**,” “**Your**,” and “**Owner**” refers to the person or owner of each and all animals for which services are provided by Understudy Pet Sitters. “**We**,” “**Us**,” “**Our**,” and “**Understudy**,” refers to the company providing the service(s).
 - b. “**Aggression**” and “**Reactivity**” mean any abnormal, hostile response to humans or other creatures in an otherwise normal and unthreatening situation.
 - c. “**Medication(s)**” means any prescription(s) and medical supplies prescribed by a veterinarian and approved by the Food and Drug Administration (FDA) of the United States or accepted for inclusion in the Homeopathic Pharmacopoeia of the United States for veterinary use.
2. PET RECORDS. The client ensures they have provided Understudy Sitters, LLC with all relevant and necessary records and information that hold reasonable importance to the care of pets participating in services. These records and information include but are not limited to medical conditions, recent or ongoing symptoms of disease, vaccination records, any history of aggression, damage, or reactivity in pets within the home, and any/all other information known to the client at the time of the booking that could be considered reasonably necessary to ensure all Understudy Sitters, LLC representatives safe access to the property and proper care to all pets placed/released into the care of Understudy Sitters, LLC .
3. CLIENT CONTACT. If any issues, damages, or conflict arise during services, Understudy Sitters, LLC will do their due diligence to contact the client to report the situation and determine the preferred course of action. In the event that the owner is unreachable, Understudy Sitters, LLC will do their due diligence to reach out to the emergency contact in the same manner. In the event that no course of action is provided AND/OR all party contact fails, Understudy Sitters, LLC reserves the right to continue or alter the current standard of care with regard to the change of circumstances at the owner’s expense.
4. EMERGENCY CARE. Understudy Sitters, LLC reserves the right to seek emergency veterinary services at the owner’s expense for any pets with or without client’s express approval in the case of actual or presumed life threatening situations.
5. NOTIFICATION OF RISK. Client agrees to notify Understudy Sitters, LLC at least 24 hours in advance of any services provided (paid or complimentary) if any pets that are or suspected to be unaltered, in heat, reactive, aggressive, destructive, recorded of biting/killing/seriously injuring another creature. Failure to do so may result in cancellation of services at the client’s expense.
6. IN-TACT ANIMALS. Client shall notify Understudy Sitters, LLC if any pet is intact, as well as their presumed date of estrus if applicable. Client hereby releases Understudy Sitters, LLC of any liability regarding a pet’s accidental or unplanned pregnancies, changes or shifting of reproductive cycles, and changes in pregnancy status.
7. MEDICATION(S). Client shall supply Understudy Sitters, LLC with any medication to be administered to the pet and the instructions for doing so. Client hereby releases Understudy Sitters, LLC of any liability regarding any medication administered by Understudy Sitters, LLC for the care of Client’s pet.

8. **KEYS & HOME ACCESS.** Understudy Sitters, LLC warrants to keep safe and confidential all keys, remotes, control entry devices, access codes, and personal information of the client. Understudy Sitters, LLC will return all physical devices of entry as directed by the client at the end of services or otherwise agreed upon time. Understudy Sitters, LLC agrees to retain liability for any cost relating to replacing any and all lost or damaged remotes, keys, locks, entry/access devices, or similar devices that were lost/damaged due to negligence while in their care.
9. **DEPOSITS.** All services booked with Understudy Sitters, LLC are subject to a 50% deposit due at the time of service request. If service requests are accepted, deposit payments made will be applied to total service charges. If service requests are declined by Understudy Sitters, LLC, deposits will be returned to the original payment method in full. Please note that approval is based on availability and policies of Understudy Sitters, LLC, and client acknowledges that paying a deposit DOES NOT in itself assure any service availability nor confirm any service request(s). Once any service request(s) are accepted, deposits are subject to rules and regulations of Section 10. CANCELLATION OF SERVICES
10. **CANCELLATION OF SERVICES.** Cancellation policies for services are as follows:
- a. In-Home, House Sitting, and Overnight Services services require notice 48 hours before the scheduled service start time to avoid a cancellation fee or penalty. Any of these services cancelled or rescheduled less than 48 hours before the reservation start time will forfeit 50% of total charges for all services for which proper notice failed OR client may choose to convert unused services into an Account Credit (Section 10.C). Any of these services cancelled or rescheduled with more than 48 hours of notice will be refunded 100% of service charges to the original payment method upon request of the owner.
 - b. Account Credit. Clients may choose to apply any currently held service payments or deposits to an account as a credit to be applied to any outstanding payments within 6 months of the date of reschedule. Credit not used within 6 months of the creation date will expire, in which the credit will no longer be available to redeem and payments made will be forfeit to Understudy Sitters, LLC. Account credits are not eligible for refunds.
11. **EXCLUSIONS, LIMITATIONS, WAIVERS, & HOLD HARMLESS.** Owner hereby agrees that Understudy Sitters, LLC shall not be responsible for any indirect, circumstantial, happenstance loss or damage of Owner's pet(s) and property. Owner hereby agrees to hold Understudy Sitters, LLC harmless for any claim, loss or damage of any kind that occurs outside of the scheduled service time OR occurs at a time when a representative of Understudy Sitters, LLC is not present, unless that claim, loss or damage would not have occurred except from a direct action or lack thereof from the representative of Understudy Sitters, LLC.
12. **JURISDICTION.** This agreement shall be governed by the laws of the State of Iowa. Any controversy or claim arising out of or relating to this agreement, or a breach of this agreement, shall be resolved in the Iowa District Court for Story County, Iowa.
13. **ATTORNEYS FEES.** If any controversy or claim arises out of or relating to this agreement, Understudy Sitters, LLC shall be entitled to recover all costs expended, including reasonable attorneys fees to collect or enforce a judgment.
14. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between Understudy Sitters, LLC and Owner. Any prior negotiations, oral agreement or representations are superseded by this written agreement. This agreement shall only be modified or amended by a written document executed on behalf of the Understudy Sitters, LLC and Owner.

15. SEVERABILITY. If any portion of this agreement is for any reason declared invalid or unenforceable, the validity of any of the remaining portions will not be affected and the remaining portions will remain in full force and effect as if the agreement had been executed with such invalid portion(s) eliminated.
16. APPLICABLE LAW. This agreement shall be governed by the laws of the State of Iowa.

By entering into services with Understudy Sitters, LLC, the client acknowledges that they have read and agreed to all terms and conditions outlined above.