

Medical Pet Services

Client Care Agreement

This Client Care Agreement (the “Agreement”) is between Medical Pet Services (“Provider”) and the pet owner or authorized representative who requests services (“Client”). It applies to every booking Client makes with Provider, whether through medicalpetservices.com, email, text, phone, or any other method, unless Provider and Client sign a different written agreement for a particular booking.

In this Agreement, “Pet” means each animal Client places in Provider’s care; “Care Provider” means the owner, employee, or independent contractor Provider assigns to perform services; and “Service Date” means the scheduled date and start time of a service.

1. Services Provided

Provider offers in-home pet care services, which may include:

- Drop-in visits
- Dog walks
- Cat care
- Small animal care
- House sitting
- Overnight pet care
- Extended care visits
- Medication administration
- Medical support for Pets, when discussed and agreed upon in advance

Services are provided based on the information Client gives at the time of booking. Provider may refuse, modify, or discontinue services if a Pet’s needs, behavior, medical condition, home environment, or care requirements differ from what Client disclosed. Provider is not obligated to accept any booking request.

Provider may assign any Care Provider to perform services and may substitute Care Providers at any time. Dogs are kept on a leash whenever they are outside the home unless Client authorizes off-leash activity in writing and accepts all related risk. In extreme weather or other unsafe conditions, Provider may shorten or modify walks and outdoor activity for the safety of the Pet and the Care Provider, and no refund is owed for those modifications.

2. Booking and Confirmation

Submitting a request through the website or by any other method does not guarantee availability or confirm a booking. A booking is confirmed only when:

1. Provider has reviewed the request;
2. Provider has confirmed availability, pricing, and care details with Client; and
3. Client has submitted payment, unless Provider agrees otherwise in writing.

Until all three steps are complete, the service is not confirmed and Provider has no obligation to perform it.

Provider's written booking confirmation (by email or text) is part of this Agreement for that booking. If a confirmation and this Agreement conflict, this Agreement controls unless the confirmation expressly states that it changes a specific term.

3. Payment Terms

Payment is due once Provider confirms the requested service, care details, and pricing with Client. Provider may require full payment before services begin. If payment is not received by the agreed deadline, Provider may cancel the booking.

Client agrees to pay all applicable charges, including service fees, holiday rates, extended care fees, late booking fees, cancellation fees, additional pet fees, transportation fees, supply reimbursements, emergency and veterinary costs, and any other charges agreed upon in writing.

Client authorizes Provider to charge the payment method Client keeps on file for all amounts due under this Agreement, including cancellation fees, additional fees, and reimbursements, and to invoice Client for any balance. Invoiced amounts are due within 7 days. Overdue amounts accrue interest at the lesser of 1% per month or the maximum rate permitted by law, and Client is responsible for Provider's reasonable costs of collection, including reasonable attorneys' fees, to the extent permitted by law. Client agrees to contact Provider to resolve any billing question before disputing a charge with a bank or card issuer, and not to reverse a valid charge.

Prices may change, but a price change does not apply to a booking that has already been confirmed. Gratuities are optional and go to the Care Provider.

4. Cancellations, Changes, and No-Shows

4.1 How to cancel or change. To cancel or change a confirmed booking, Client must notify Provider in writing by email or text to the contact information Provider designates. A cancellation or change is effective when Provider receives the notice.

4.2 Cancellation fee schedule. Provider reserves a Care Provider's time specifically for Client's Pet and turns away other bookings. The following cancellation fees apply to canceled services and to changes that reduce confirmed services, based on when Provider receives Client's notice relative to the Service Date of the canceled service:

Notice received by Provider	Cancellation fee
4 or more days before the Service Date	No fee. Prepaid amounts are refunded or credited.
3 days before the Service Date	25% of the fees for the canceled services
2 days before the Service Date	50% of the fees for the canceled services
1 day before or on the Service Date, or no notice (no-show)	100% of the fees for the canceled services

"Days" are calendar days, counted backward from the Service Date without counting the Service Date itself. For example, for a visit scheduled on a Friday: notice received on the Monday before, or earlier, is 4 or more days (no fee); Tuesday is 3 days (25%); Wednesday is 2 days (50%); Thursday is 1 day (100%); and Friday is same-day (100%).

4.3 Multi-day bookings, recurring visits, and early returns. A booking for continuous care over several days (for example, house sitting or overnight care) is treated as a single service that begins on its first day, and the cancellation fee applies to the fees for the whole booking. For a series of separate visits (for example, recurring dog walks or drop-in visits), each canceled visit is treated separately, based on the notice received before that visit's Service Date. If Client shortens a booking, the removed services are treated as canceled. If Client returns early or ends a booking after it has begun, no refund or credit is owed for the unused portion.

4.4 Holiday and high-demand bookings. Bookings on holiday and high-demand dates (Section 5) are nonrefundable once confirmed, regardless of when notice is given, unless Provider agrees otherwise in writing.

4.5 Schedule changes. Requests to change dates, times, or services are subject to Provider's availability and may result in additional fees. A change that reduces or moves confirmed services is treated as a cancellation of the original services under Section 4.2, except that Provider may, in its discretion, apply prepaid fees to the rescheduled service instead of charging a cancellation fee. Adding services does not trigger a cancellation fee.

4.6 Collection of fees. Cancellation fees are deducted from any prepayment, and any balance is charged to Client's payment method on file or invoiced under Section 3. Any prepaid amount above the cancellation fee is refunded or, at Client's option, held as a credit for future services.

4.7 Nature of the fees. Client agrees that these cancellation fees are a reasonable estimate of the losses Provider suffers when reserved time is canceled on short notice, that those losses are difficult to calculate precisely, and that the fees are not a penalty.

4.8 Provider discretion. Provider may waive or reduce a cancellation fee in its sole discretion, for example for a documented emergency. A waiver on one occasion does not waive the fee on any other occasion.

4.9 Cancellation by Provider. If Provider cancels a confirmed service for a reason other than Client's breach of this Agreement, Provider will refund the prepaid fees for the canceled services or, if Client prefers, hold them as a credit. This refund or credit is Client's sole remedy for a cancellation by Provider. Substituting a different Care Provider is not a cancellation.

5. Holiday and High-Demand Dates

Holiday rates may apply to services booked on or around major holidays, holiday weekends, peak travel periods, and other high-demand dates. Holiday pricing will be communicated before booking confirmation.

Holiday and high-demand bookings require full payment in advance and are nonrefundable once confirmed, as described in Section 4.4.

6. Client Responsibilities

Client agrees to provide accurate and complete information about:

- Pet health conditions
- Medication instructions
- Feeding instructions
- Behavioral issues

- Aggression history
- Anxiety, fear, reactivity, or escape risk
- Vaccination and licensing status
- Veterinary information
- Emergency contacts
- Home access instructions
- Building, doorman, lockbox, elevator, parking, or entry details
- Any cameras or recording devices in the home
- Other people who will have access to the home during services
- Any other information necessary for safe and proper care

Client confirms that Client is at least 18 years old and is the Pet's owner or is authorized by the owner to arrange the Pet's care and to agree to this Agreement on the owner's behalf.

Client is responsible for making sure the Care Provider can enter the home at the scheduled time. If the Care Provider cannot enter because of incorrect keys, inaccessible locks, building restrictions, doorman issues, alarm issues, missing instructions, or any other reason within Client's control, the visit is charged in full, and any return trip is charged as an additional visit.

Client must promptly tell Provider about any change in a Pet's health, behavior, or medication; any change to home access; and any change in Client's contact information or travel plans.

7. Pet Health, Vaccinations, and Medical Care

Client confirms that each Pet is in a condition suitable for the requested services; is current on the vaccinations required by law, including rabies vaccination for dogs, cats, and ferrets; is licensed as required; and is free of contagious illness and parasites, unless Client has disclosed otherwise and Provider has accepted the booking in writing with that knowledge. Client is responsible for any illness or parasites a Pet transmits to a Care Provider or another animal.

Provider is not a veterinarian and does not practice veterinary medicine. Provider may assist with medications or medical care routines when agreed upon in advance and when the task is one Provider may lawfully perform, but Provider does not diagnose conditions, prescribe or adjust treatment, or replace veterinary care.

Client is responsible for providing clear written instructions for all medications, medical routines, feeding needs, mobility limitations, and warning signs, and for keeping those instructions current.

Provider may decline to administer medication or perform medical care if instructions are unclear, supplies are missing, the Pet resists care in a way that creates risk, or the requested task is outside the Care Provider's comfort, training, ability, or legal authority. If a Pet refuses medication or cannot safely be given it, Provider will notify Client and is not responsible for the consequences of the missed dose.

8. Veterinary Emergencies

If a Pet becomes ill, injured, or distressed, escapes, shows worsening symptoms, or is involved in an accident or emergency, Client authorizes Provider to contact Client, Client's emergency contact, and Client's veterinarian.

If Client cannot be reached promptly, Client authorizes Provider to transport the Pet to, and obtain treatment from, Client's veterinarian or the nearest available veterinary or emergency clinic, at Client's

expense. Client authorizes Client's veterinarian to treat the Pet and to release the Pet's records to Provider for this purpose. Client may state an emergency spending limit in the signature block. Provider will make reasonable efforts to reach Client before exceeding that limit, but if Client cannot be reached, Client authorizes the treatment the veterinarian considers necessary to prevent death or serious harm.

Client is the party responsible for all veterinary charges and will pay the veterinary provider directly whenever possible. Client agrees to reimburse Provider within 7 days for any veterinary costs, transportation costs, emergency service fees, supplies, or related expenses Provider incurs while caring for the Pet, and to pay Provider's then-current rates for additional time spent handling an emergency. Provider is not responsible for the availability of Client's preferred veterinarian, for the veterinarian's fees, or for the outcome of veterinary treatment.

Provider will make reasonable efforts to follow Client's veterinary instructions, but urgent situations may require Provider to use its judgment and seek the nearest available emergency care. Provider will not consent to euthanasia; that decision belongs to Client, Client's emergency contact, and the treating veterinarian.

If Client does not return as scheduled and cannot be reached, Client authorizes Provider to continue care at Provider's then-current rates and at Client's expense. If Client remains unreachable for more than 3 days after the scheduled end of services, Client authorizes Provider to place the Pet with Client's emergency contact or, if that is not possible, with a licensed boarding facility or veterinary clinic, at Client's expense.

9. Aggression, Bites, and Unsafe Conditions

Client must disclose any history of biting, aggression, reactivity, fear, escape attempts, destructive behavior, or other unsafe behavior before booking, and must tell Provider immediately if such behavior develops later.

Provider may refuse or stop services if a Pet becomes aggressive, unsafe, unmanageable, or excessively distressed, or poses a risk to the Care Provider, the Pet, other animals, building staff, neighbors, or the public. If Provider stops services because of a Pet's behavior or an unsafe condition that Client did not disclose, the remaining services are treated as canceled by Client without notice under Section 4.2.

Client is responsible for, and will pay for, any injury, damage, claim, cost, or liability caused by a Pet, including bites, scratches, property damage, injury to another animal, and injury to any person, including a Care Provider.

10. Home Access, Keys, and Property

Client authorizes Provider and its Care Providers to enter Client's home to provide scheduled services and to handle emergencies. Client agrees to provide safe and reliable access to the home.

Client will provide working keys, codes, or other access credentials before the first service. Provider will store them securely, will not label them with Client's full address, and will return or destroy them when Client requests in writing or when this Agreement ends. Provider may keep keys between bookings unless Client asks for their return. If a key or credential in Provider's possession is lost, Provider's responsibility is limited to the reasonable cost of rekeying or replacing the affected lock. Client will notify Provider promptly of any change to locks, codes, alarms, or building procedures.

Provider is not responsible for damage, delays, missed visits, or incomplete services caused by:

- Faulty locks
- Broken keys
- Incorrect access codes
- Building restrictions
- Doorman refusal
- Alarm issues
- Elevator outages
- Unsafe home conditions
- Extreme weather
- Transportation disruptions
- Other people with access to the home
- Client's failure to provide accurate instructions

Provider will take reasonable care while in Client's home but is not responsible for preexisting damage, normal wear and tear, damage caused by Pets, or the actions of other people with access to the home. Client is responsible for securing cash, jewelry, medications, firearms, and other valuables; Provider is not responsible for items that are not secured.

Client will tell Provider about everyone else who will have access to the home during the service period, such as family members, friends, cleaners, contractors, and building staff, and is responsible for coordinating their access. Provider and its Care Providers will use Client's home and property only as needed to provide the services and will not use them for personal purposes.

11. Supplies

Client is responsible for providing all necessary supplies, including but not limited to:

- Food
- Medication
- Litter
- Leashes
- Harnesses
- Cleaning supplies
- Waste bags
- Treats
- Towels
- Carriers
- Medical supplies
- Written instructions

If supplies run out, Provider may purchase necessary items when reasonably possible. Client agrees to reimburse Provider within 7 days for the cost of the supplies and any related time and transportation fees.

12. Cameras and Privacy

Client agrees to disclose all indoor and outdoor cameras, audio recording devices, monitoring systems, and smart home devices that may record a Care Provider during services, before the first service and whenever a device is added or moved.

Cameras and recording devices are not permitted in bathrooms, in bedrooms used by a Care Provider during overnight or house-sitting care, in changing areas, or in any other private space where a Care Provider has a reasonable expectation of privacy. Provider may refuse or end overnight or house-sitting services if undisclosed or prohibited cameras or recording devices are present, and the fees for the affected services remain payable.

Client will use any recording of a Care Provider only for the security of Client's home and Pet, or as required by law or reasonably needed for a legal claim, and will not publish, post, or share it publicly.

13. Photos, Updates, Marketing, and Confidentiality

Provider may send Client photos, videos, and written updates during services.

Client gives Provider permission to use photos and videos of the Pet, and the Pet's first name, for Provider's marketing, social media, website, and promotional purposes, without compensation. Provider will not publish Client's name, address, travel dates, or details that identify Client's home. Client may opt out of marketing use at any time by notifying Provider in writing, and Provider will make no new uses after receiving the notice.

Provider will keep Client's personal information, home details, access credentials, and schedule confidential and will share them only with Care Providers, veterinary providers, and others who need them to provide the services or handle an emergency, or as required by law.

14. Service Timing

Provider will make reasonable efforts to arrive within the agreed service window. Exact arrival times are not guaranteed unless expressly agreed in writing. Timing may be affected by transportation, weather, emergencies, building access, prior appointments, or the needs of other pets in Provider's care.

For time-sensitive medication, feeding, or medical routines, Client must clearly disclose the timing requirements before booking.

Visit lengths are approximate and are measured from the Care Provider's arrival at the home. If access problems or other delays caused by Client shorten the time available, the visit may be shortened without a refund.

15. Overnight and House-Sitting Terms

For overnight or house-sitting services, Client agrees to provide a clean, safe, and reasonable environment for the Care Provider.

Client must disclose:

- Sleeping arrangements
- Cameras or recording devices
- Other people with access to the home
- Building staff instructions

- Alarm systems
- Guest policies
- Pet behavior overnight
- Any home maintenance issues

Unless the booking confirmation states otherwise, overnight care includes the Care Provider's presence during the agreed overnight hours only, and the Care Provider may leave the home during the day. Provider is not responsible for general house cleaning, deep cleaning, unrelated errands, or household labor unless agreed upon in advance.

16. No Guarantee of Outcome; Assumption of Risk

Provider will make reasonable efforts to provide high-quality care, but animals can be unpredictable and medical conditions can change quickly. Provider cannot guarantee any specific health, behavioral, emotional, or medical outcome for a Pet.

Client accepts the risks inherent in leaving a Pet in the care of another person, including the risk of illness, injury, escape, or death that can occur despite reasonable care, particularly for Pets with medical or behavioral conditions.

17. Limitation of Liability

Provider is not liable for illness, injury, escape, death, property damage, veterinary costs, or other losses unless they are caused by Provider's gross negligence or willful misconduct.

To the fullest extent permitted by law, Provider's total liability to Client for all claims arising out of this Agreement or the services, under any legal theory, will not exceed the total fees Client paid Provider for the booking that gave rise to the claim, and Provider is not liable for indirect, incidental, or consequential damages, lost income, or emotional distress. These limits do not apply to liability that cannot be limited by law.

Client remains responsible for all veterinary costs, emergency costs, damage caused by a Pet, and all risks related to known or undisclosed medical or behavioral conditions.

Any claim against Provider must be brought within 1 year after the event giving rise to it, or it is waived. Provider's owner, employees, contractors, and Care Providers may each rely on and enforce this Section and Section 18.

18. Indemnification

Client agrees to defend, indemnify, and hold harmless Provider and its owner, members, managers, employees, contractors, Care Providers, representatives, and affiliates from and against all claims, demands, damages, injuries, costs, attorneys' fees, veterinary bills, property damage, fines, and liabilities arising out of or relating to:

- Client's Pet, including any bite, scratch, injury, or damage it causes
- Client's home
- Inaccurate or incomplete information provided by Client
- Undisclosed medical or behavioral conditions
- Third-party access to the home
- Veterinary emergencies and veterinary treatment

- Client's breach of this Agreement

This obligation does not apply to the extent a claim is caused by Provider's gross negligence or willful misconduct.

19. Independent Judgment During Care

Client authorizes Provider to use reasonable judgment when caring for a Pet, especially in urgent, unclear, or unexpected situations. Provider will make reasonable efforts to contact Client before making major care decisions, but Client understands that immediate action may sometimes be necessary.

20. Refusal or Termination of Services

Provider may refuse, cancel, or end services at any time if:

- Payment is not received
- Client provides inaccurate or incomplete information
- A Pet is unsafe to handle
- A Pet's vaccinations or licensing are not current
- The home is unsafe
- Instructions are unclear or unreasonable
- Required supplies are missing
- Undisclosed or prohibited cameras or recording devices are present
- Client hires or attempts to hire a Care Provider directly, in violation of Section 22
- Client engages in abusive, threatening, inappropriate, or disrespectful behavior
- Provider determines that continuing care would be unsafe or inappropriate

If Provider ends services early for any of these reasons, Client remains responsible for payment for services already provided and for any emergency costs incurred. Where the reason is Client's breach of this Agreement or Client's failure to disclose required information, the remaining services are treated as canceled by Client without notice under Section 4.2. Provider will make reasonable efforts to notify Client and Client's emergency contact so that Client can arrange alternative care, which is Client's responsibility.

21. Communication

Client agrees to remain reachable during the service period or to provide an emergency contact who is authorized to make decisions on Client's behalf, including veterinary and spending decisions. Provider may rely on instructions from the emergency contact if Client cannot be reached.

Important instructions must be provided in writing; email and text messages are acceptable. Provider is not responsible for missed, unclear, oral-only, or contradictory instructions.

22. Care Providers and No Direct Hiring

Provider invests in recruiting, screening, and training its Care Providers. During the term of this Agreement and for 12 months after Client's last service, Client will not hire, engage, or pay any Care Provider introduced to Client through Provider to perform pet care, house sitting, or related services outside of Provider, and will not encourage a Care Provider to provide such services, without Provider's written consent.

If Client does so, Client agrees to pay Provider a placement fee of \$1,500 as liquidated damages. The parties agree that this amount is a reasonable estimate of Provider's recruiting, screening, training, and lost-business costs, which are difficult to calculate precisely, and that it is not a penalty.

23. Term, Changes, and Entire Agreement

This Agreement takes effect when Client first accepts it under Section 25 and continues until either party ends it by written notice. Ending this Agreement does not affect confirmed bookings, amounts owed, or Sections 3, 4, 8, 9, 10, 12, 13, 17, 18, 22, and 24, which survive.

Provider may update this Agreement by sending Client the updated version; the updated version applies to bookings confirmed after Client receives it. Any other change must be in writing and agreed to by Provider. Care Providers have no authority to change prices, waive fees, or modify these terms, and no oral statement by a Care Provider changes this Agreement.

This Agreement, together with Provider's written booking confirmations and Client's written care instructions, is the entire agreement between Client and Provider about the services. If any provision is unenforceable, the rest of the Agreement remains in effect, and the provision will be enforced to the maximum extent permitted by law. Provider's failure to enforce a provision on one occasion is not a waiver. Client may not assign this Agreement; Provider may assign it to a successor of its business. Neither party is liable for delay or failure caused by events beyond its reasonable control, such as severe weather, natural disaster, public emergency, or transit shutdown, except that Client's payment obligations for services performed continue.

24. Governing Law and Disputes

This Agreement is governed by the laws of the State of New York, without regard to its conflict-of-law rules. Before filing any legal action, the party with a claim will give the other party written notice describing the claim and allow 30 days to resolve it.

Any legal action arising out of this Agreement or the services must be brought in the state courts located in the New York county where Provider's principal place of business is located, including that county's small claims court, and both parties consent to that venue, except where applicable law requires otherwise. To the extent permitted by law, both parties waive trial by jury. In any action to enforce this Agreement, the prevailing party may recover its reasonable attorneys' fees and costs.

25. Acceptance of Terms

By signing below, submitting a booking request, confirming services, submitting payment, or allowing a Care Provider to enter the home and care for a Pet, Client confirms that Client has read, understood, and agreed to this Agreement. Electronic signatures and electronic acceptances, including by email, text, or online form, are valid and binding.

Client Information and Signatures

Client name: _____

Address: _____

Phone: _____ Email: _____

Pet name(s): _____

Emergency contact (name and phone): _____

Veterinarian (name and phone): _____

Emergency veterinary spending limit (optional): \$ _____

Initial service dates (if applicable): _____

Client signature: _____ Date: _____

Provider

Legal name (doing business as Medical Pet Services): _____

By (signature): _____ Date: _____

Name and title: _____