**Signature Page**

**Agreement Date**: \_\_\_\_\_\_\_\_\_\_\_\_\_

**Birds and Critters**: Bird and Critters Pet Services

**Birds & Critters Contact**: Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: (403) 703-7485 or \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: birdsandcrittersps@gmail.com

**Client**:  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Postal Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Client Contact Info**: ☐ Home: (\_\_\_\_\_\_) – \_\_\_\_\_\_ – \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(check preferred) ☐ Cell/Text: (\_\_\_\_\_\_) – \_\_\_\_\_\_ – \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

☐ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Emergency Contact #1**: Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cell/Text: (\_\_\_\_\_\_) – \_\_\_\_\_\_ – \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Emergency Contact #2**: Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cell/Text: (\_\_\_\_\_\_) – \_\_\_\_\_\_ – \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Services to be Provided**: As per the applicable service request form agreed to by the parties, or if applicable, the accepted telephone/text/email service request.

**Price for the Services**: As per Appendix "A" (Pricing) and the applicable service request form.

**Expected Service Date(s)**: Will be as advised by Client to Birds and Critters.

**Key Return:** ☐ In Person ($ \_\_\_\_\_\_ ) ☐ Returned by Mail ($ \_\_\_\_\_ )

(check preferred) ☐ Left in home on final visit ☐ Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Payment** **Date**: Payment is due upon receipt of an invoice from Birds and Critters.

**Description:** Client desires to purchase the services set out herein from Bird and Critters, who desires to provide Client with the services, all in accordance with this Agreement (including its Terms and Conditions). Upon execution by both parties, this Agreement shall become a binding contract as of the Effective Date and shall govern the provision of all services by Birds and Critters.

|  |  |
| --- | --- |
| **Description** | **Received and understood by Client (*Client* *please initial*)** |
| This Signature Page |  |
| Appendix "A" – Pricing |  |
| Appendix "B" – Terms and Conditions |  |

(collectively, this "**Agreement**").

|  |  |
| --- | --- |
| **Birds and Critters Pet Services**  Per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Please Print) | **Client**  Per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Please Print) |

Appendix "A"   
Pricing

**In Home Visitation Fees**

* First Pet/Cage/Enclosure: $45.00 Plus GST per visit / day
* + $10.00 Plus GST per day for each additional Pet/Cage/Enclosure

For example, one visit per day for one pet in one cage is $45.00 Plus GST; 2 pets each one having their own cage/ Litterbox is $45 + $10.00, for a total of $55.00 Plus GST per visit per day). Two visits per day for one pet in one cage is $90.00 Plus GST; 2 pets each one having their own cage/ Litterbox is $90 + $20.00, for a total of $100.00 Plus GST per visit per day.

**Travel Fee for Mediation Administration Only** $35.00 per visit plus GST

House Checking only (no pets)

* $45.00 Plus GST per visit / day

Outside of Normal Service Hours

* Visits requested to be made outside of normal service hours: $20.00 Plus GST extra per visit.

Key Pick up/Return

* No Charge pickup if key is received by Birds and Critters at meet and greet.
* In person key return: $15.00 Plus GST (or as otherwise specified on the Signature Page)

**Pet Boarding Fees**

* First Pet /Cage/Enclosure: $30.00 Plus GST per day Bunny Boarding $35.00 /Reptile boarding
* + $25.00 Plus GST per day for each additional Pet/Cage/Enclosure

**Other Fees**

“Last Minute” Reservations Fee

* $30.00 Plus GST one-time fee.
* Payable if this Agreement is signed less than two days prior to start of services. Cancellation Fee
* $50.00Plus GST charged. / Cancellation fees 2 week prior to visit $100.00 Plus GST charged/Cancellation 1 week or less prior to service ½ the expected Visit fees may be charged.
* Cancellation fee is applicable if pet owner cancels or modifies this Agreement any time after the house key has been picked up by Bird and Critters (even if cancellation is done in advance of the 7 day service cancellation requirement) and is in addition to any charges for services performed up to the time of cancellation/modification. Other Fees specific to this Agreement
* e.g. outside regular route area, administering medication to temperamental pets, large volume of plant waterings, or other requested service.
* Client agrees to the following additional fees and charges:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Appendix "B"   
Terms and Conditions

Under this Agreement, Client agrees to purchase, and Birds & Critters agrees to provide the services as may be agreed to by the parties from time to time. Client accepts and agrees to these terms and conditions by signing the Agreement, or by allowing Birds and Critters to beginning to perform the requested services, whichever is first. Capitalized terms not defined in this Appendix shall have the meaning ascribed on the Signature Page.

1. **Service Authorization**. Client authorizes Birds and Critters to perform care and services as outlined herein and as further set out in the applicable service request form, or if accepted by Birds and Critters, the applicable Client text message, email, or verbal Client request. In the event of any text message, email or verbal direction from the Client, Birds and Critters is authorized to perform the services, including entering the Client’s premises, in accordance with such directions without further written correspondence from Birds and Critters.
2. **Pre-Service Contact.** Birds and Critters will use reasonable efforts to contact client two to three days prior to the scheduled services.If Client has not been contacted in that time frame, Client shall contact Birds and Critters to confirm the services have been properly scheduled.
3. **Animal Welfare Priority**. Both Birds and Critters and Client recognize that the welfare of the animal is the highest priority. If in Birds and Critters judgment additional services become necessary during the service period to properly care for the animal, Birds and Critters will first make reasonable attempts to contact Client. However, if Client cannot be contacted for whatever reason, Birds and Critters is authorized to undertake such additional steps as may in the reasonable judgment of the Pet Sitter be necessary or appropriate for the health and welfare of the animal, including but not limited to (a) additional visits by Pet Sitter to provide care for; (b) consultation with Client’s Veterinarian listed above, or with an emergency veterinary care provider should Client’s Veterinarian be unavailable; (c) authorizing care and treatment as recommended by Client’s Veterinarian or an emergency veterinary care provider (excluding euthanasia) up to a maximum cost of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (**Client Initial:** \_\_\_\_\_\_\_\_\_\_); and (d) such other steps as may in the reasonable judgment of Pet Sitter be necessary or appropriate for the health and welfare of the animal (excluding euthanasia) and understands that client has preauthorized payment directly with the vet clinics and is totally responsible for payment of vet bills. Client agrees to be responsible for all fees and expenses incurred for care and treatment of the animal pursuant to this paragraph, and releases and holds Pet Sitter harmless from all liabilities related to transportation, treatment, and expense. Client agrees to reimburse Pet Sitter/Company for any expense incurred, plus any additional fees for attending to animal’s needs or any expenses incurred for any other home/food/supplies needed. In the event of inclement weather or natural disaster, Pet Sitter is entrusted to use best judgment in caring for pet(s) and home (if doing in home visits).
4. **Vaccination.** All pets are to be currently vaccinated when recommended by Veterinarian. All pets that are boarding must be currently vaccinated as recommended by veterinarian. All boarding birds must have a Health Certificate from a Veterinarian Clinic issued within the previous four months, and all boarding rabbits must have had a rabbit viral hemorrhagic disease vaccine dose within the previous one year period. (**Client Initial:** \_\_\_\_\_\_\_\_\_\_)
5. **Alternative Provider.** In the event of personal emergency or illness of a Birds and Critters Pet Sitter, Client authorizes Birds and Critters to arrange for another qualified person to fulfill the responsibilities of Birds and Critters. Every attempt will be made to notify client regarding such situation.
6. **Termination/Cancellation.** Birds and Critters or Client may terminate this contract, and/or any individual service request, where such party provides at least seven days prior written notice of termination to the other. For clarity, services requests agreed to by the parties create a binding obligation between Client and Birds and Critters, and Client will be charged for any services (or portion thereof) terminated/cancelled by Client where client fails to provide at least 7 days prior written notice of termination/cancellation to Birds and Critters. Notwithstanding any termination or expiration of this agreement, Birds and Critters is entitled to payment for all services rendered until the effective date of the notice of termination, and for any transition services reasonably required to provide for the health and welfare of Client’s pets as a result of such termination. However, Birds and Critters will not terminate during a period of scheduled service unless Birds and Critters determines, in its sole discretion (acting reasonably) that a danger exists to the health or safety of Birds and Critters personnel. If such conditions preclude Birds and Critters from providing further care of the pet, then Client authorizes pet to be placed in a kennel, with all charges therefrom will be the responsibility of the Client. Birds and Critters will attempt to notify Client as soon as possible of any such situation.

(**Client Initial:** \_\_\_\_\_\_\_\_\_\_).

1. **Social Media.**
   1. Client would like to receive pet photos via text during the Services?

\_\_\_\_\_\_\_Yes \_\_\_\_\_\_\_No (**Client Initial**)

* 1. Birds and Critters may post Client pet sitting photos on its social media sites (Facebook, twitter, etc.)? \_\_\_\_\_\_\_Yes \_\_\_\_\_\_\_No (**Client Initial**)

1. **Prices & Payment**
   1. **Prices.** Birds and Critters will charge Client the prices set out in Appendix “A”, unless otherwise modified in writing in a particular service order.
   2. **Tax Responsibility**. Client shall also pay all applicable sales, excise or other taxes applicable to the services provided under this Agreement.
   3. **Payment.** Client acknowledges that payment is due immediately upon completion of a scheduled service period without further invoice or notice. Notwithstanding the foregoing, Birds and Critters may in its sole discretion require a non-refundable prepayment for services (either a portion or payment for the anticipated services in full). A finance charge of 1.8% per month will be added to unpaid balances after 21 days. A handling fee of $50.00 will be charged on all returned checks. An advance deposit may be required whenever warranted in the sole judgment of Birds and Critters. In the event it is necessary for Birds and Critters to initiate proceedings to collect unpaid amounts, the Client shall be responsible for all fees and costs of collection incurred by Birds and Critters (including all legal fees on a solicitor and own client basis).
2. **Warranty, Indemnification & Limitation of Liabilities**
   1. **Warranty.** Birds and Critters warrants that it will use reasonable efforts to provide the services in accordance with the applicable request for services. Except as set forth in this Agreement, there are no warranties or conditions express, implied, statutory or otherwise related to the Services, including any as to their merchantability or fitness for a particular purpose. In the event that Birds and Critters breaches its warranty obligations it shall, at Birds and Critters sole discretion, either (1) re-perform, replace or repair the non-conforming Service; or (2) refund or credit to Client, as applicable, that portion of the compensation that is attributable to the non-conforming services. The remedies set out in this Section 9(a) are the Client’s sole and exclusive remedies for any breach of the warranties set out in this Agreement, whether at law or equity, in contract, tort or other theory of law.
   2. **Limit of Liability**. Subject to the limitations in Sections 9(a) and 9(c), Birds and Critters shall indemnify Client from all Losses and Liabilities arising from the services caused by the negligence or Gross Negligence or Willful Misconduct or breach of Birds and Critters’ obligations under this Agreement, except to the extent caused by the negligence or Gross Negligence or Willful Misconduct of Client or any of Client’s representatives. Notwithstanding the foregoing or anything else to the contrary in this Agreement, **Birds and Critters maximum liability to Client and Client’s Representatives for all Losses and Liabilities related to this Agreement is the greater of: (1) $500 and (2) the amount that would have been payable for the services to which the Losses and Liabilities relate**; and Client releases and shall indemnify Birds and Critters from all Losses and Liabilities which exceed that amount. (**Client Initial:** \_\_\_\_\_\_\_\_\_\_)
      1. **Definition**s.
         1. "**Losses and Liabilities**" means all claims, demands, causes of action, liabilities, damages, judgments, fines, penalties, awards, losses, costs, expenses (including reasonable legal fees on a solicitor client basis and reasonable costs of litigation) of any kind or character arising out of, or related to, the performance of or subject matter of this agreement, including those brought by 3rd parties.
         2. “**Gross Negligence or Willful Misconduct**" means any act, omission or failure to act (whether sole, joint or concurrent) by a person that was intended to cause, or was in reckless disregard of, or wanton indifference to, the harmful consequences to the safety or property of another person or to the environment which the person acting or failing to act knew, or should have known, would result from such act, omission or failure to act. However, Gross Negligence or Wilful Misconduct does not include any act, omission or failure to act insofar as it (i) constituted mere ordinary negligence; or (ii) was done or omitted in accordance with the express instructions or approval of the other party, insofar as the act, omission or failure to act otherwise constituting Gross Negligence or Wilful Misconduct was inherent in those instructions or that approval.
         3. “**Representatives**” means any person acting on behalf of the Client, as well as those occupying, residing in, or that are invitees to the home or building that the services are performed.
   3. **Consequential Damages.** Birds and Critters is not liable to the Client for any punitive, remote, special or consequential damages, and for clarity, Client releases Birds and Critters from all Losses and Liability for loss of profit, revenue, business, reputation or financing, lost opportunity, and loss of use of the services.
   4. **Extent of Indemnities.** Except to the extent stated therein, the limits of liability, releases and indemnities in Section 9(b) and 9(c) shall apply: (i) without regard to the cause or causes thereof, including the negligence (whether sole, contributory, concurrent, ordinary, active, passive or otherwise) or the fault or act or omission of either party or any other person, natural or otherwise, (ii) without regard to any breach of duty (whether contractual, statutory or otherwise), breach of representation (except any fraudulent misrepresentation) or breach of warranty, and (iii) without regard to whether any damages, losses, injuries, liabilities, claims or demands arise from tort, contract, quasi-contract or otherwise.
3. **General**
   1. **Assignment**. Client shall not assign any rights or delegate any obligation under this Agreement without Birds and Critters’ prior written consent, which Birds and Critters shall not unreasonably withhold.
   2. **Governing Law**. This Agreement shall be governed by the laws of the Province of Alberta, without reference to its conflict of laws doctrine. All actions or proceedings arising out of this Agreement shall be brought in the judicial district of Calgary, AB; provided however, that this shall not restrict a party's right to appeal.
   3. **Entire Agreement**. This Agreement, along with any service agreements entered into by the parties from time to time, constitutes the entire agreement between the parties and supersedes and replaces any and all other agreements between the parties with respect to the services.
   4. **Severability**. If any part of this Agreement cannot be legally enforced, then the parties agree that the provision will be deemed modified as necessary to make it enforceable while remaining as consistent as possible with the parties’ intent as expressed in the Agreement.
   5. **Non-Exclusivity**. This Agreement is not exclusive, and either party may enter into similar agreements with anyone else, unless otherwise stated in this Agreement.